



These terms, together with any specific rules from time to time applicable to the Nightingale House Lottery (**NHH Lottery**) (whether displayed in promotional materials or otherwise) apply to all members who enter the NHH Lottery. **By entering the NHH Lottery, you agree to be bound by these terms and all applicable laws and regulations including the provisions of The Gambling Act 2005.**

The NHH Lottery is operated by Nightingale House Lottery Limited (a wholly owned subsidiary of Nightingale House Hospice - Registered Charity No. 1035600). Nightingale House Lottery Limited is licensed and regulated in Great Britain by the Gambling Commission under account number [5112](#).

The person responsible for the NHH Lottery (**Lottery Manager**) is Amanda Kinsey, Nightingale House Hospice, Chester Road, Wrexham, LL11 2SJ.

The NHH Lottery is managed by Sterling Management Centre Limited, an external lottery manager licenses and regulated in Great Britain by the Gambling Commission under account number [3137](#).

These terms are subject to change from time to time. Any amendments will be published on our website [Lottery - Nightingale House Hospice](#) 28 days prior to the changes coming into effect and a copy will be lodged with the Gambling Commission as necessary.

### **Entry into the NHH Lottery**

***Any person who is an employee of NHH Lottery Limited directly involved in the management of the NHH Lottery or who is employed by Sterling Management Centre Limited is not permitted to enter the NHH Lottery.***

The NHH Lottery is promoted in accordance with The Gambling Act 2005 (as amended from time to time).

The Gambling Act 2005 places a statutory duty on Nightingale House Lottery Ltd to verify that members and potential members are over the age of 18 and reside in Great Britain. It is an offence for anyone under the age of 18 to participate in this lottery. The NHH Lottery is only open to residents of Great Britain (England, Scotland or Wales only and excluding Northern Ireland, the Channel Islands, Isle of Man and BFPO addresses).

If, upon winning any prize in the NHH Lottery, you are not able to prove that you are over the age of 18 and reside in Great Britain, then you will not be entitled to receive that prize and your entry will be refunded as required by the Gambling Act 2005.

You can enter the NHH Lottery by:

- 💖 Completion of an application form either online - [Click here to sign up today!](#)
- 💖 Or by calling into one of our Nightingale House Shops,
- 💖 or you can phone the Lottery team on 01978 313134.

Registration will require you to provide the following information: -

- 💖 Your name, address, contact numbers and email address, so that we can write to you and confirm your entry into the NHH Lottery and contact you if you have won a prize.
- 💖 Your date of birth to confirm that you are over the age of 18 – verification checks carried out by telephone.
- 💖 Payment details: Set up a monthly Direct debit, pay by card over the telephone or by pay cash/Cheque at the Hospice.
- 💖 The number of entries in the NHH Lottery you wish to purchase (the maximum number of entries that may be purchased is five unless otherwise agreed by NHH Lottery Limited).



NHH Lottery is entitled to take any steps necessary to verify the above information and to process your registration and may in its absolute discretion refuse to accept an application for an individual to become a member of the NHH Lottery. Any such rejection may be reconsidered on submission of a written appeal to the Lottery Manager (Amanda Kinsey) within 7 days. The decision of the Lottery Manager will be final.

Following registration, NHH Lottery will send you confirmation of your entry via post. If you have chosen to pay by Direct Debit you will receive an Advance Notice Letter. The confirmation will specify your unique randomly allocated lottery number (we regret that we are unable to issue specifically requested lottery numbers) and the date of the first draw into which you will be entered. It will also confirm your name, address and any other details provided by you, as part of your registration.

It is your responsibility to ensure that the personal information NHH Lottery has on record is accurate and any errors should be promptly reported to [lottery@nightingalehouse.co.uk](mailto:lottery@nightingalehouse.co.uk). NHH Lottery will make required corrections as soon as reasonably possible (and corrections shall only become effective once made) but shall not be liable for any loss or damage (including loss of the opportunity to enter the NHH Lottery and/or the right to receive a prize) suffered by you until such correction has been made.

NHH Lottery may cancel a member's entry into the NHH Lottery (in its absolute discretion) at any time and will notify the member accordingly as soon as reasonably practicable and will reimburse the member for any amounts paid which have not been used to enter a draw. Other than the reimbursement of any such amounts NHH Lottery shall not be liable for any loss or damage (including loss of the opportunity to enter the NHH Lottery and/or the right to receive a prize) suffered by the member in relation to such cancellation.

### **Payment and the Draw**

All entries are payable in advance at a cost of £1 per number, per week, payable either by:

- 💖 A monthly subscription (paid via standing order or direct debit)
- 💖 A One-off/Half yearly/Quarterly or Monthly payment made by Cash or Cheque

Your written authority will be required to set up a monthly subscription using your bank details and any change in details will require completion of a new mandate.

The draw will normally take place on a Friday morning. Monthly subscriptions paid via standing order or direct debit of £4.34 include 34p to accumulate and fund a 13<sup>th</sup> week, which occurs every three months. Any members that have not subscribed the full entry fee for that week are NOT entered in the draw, however their membership is NOT automatically cancelled.

You may cancel your entry into the NHH Lottery at any time by emailing [lottery@nightingalehouse.co.uk](mailto:lottery@nightingalehouse.co.uk) or writing to the Lottery Manager at Nightingale House Hospice, Chester Road, Wrexham, LL11 2SJ. Those with monthly subscriptions should also notify their bank of cancellation to stop future payments being made/collected.

Any payments made prior to such cancellation taking effect which have not already been used to pay for entries will be used to pay for future entries until the balance falls below £1.00. Any balance below £1.00 will be gratefully treated as a donation to Nightingale House Hospice.

Members advance payments are held in an account by NHH Lottery Ltd. Such payments are NOT protected in the event of insolvency of NHH Lottery Ltd. In the event of such insolvency, players are NOT guaranteed to receive the return of any advanced payments made. This meets the Gambling



Commission's requirement for the segregation of customer funds at the level: Not protected segregation – [View Gambling Commission Page here!](#)

### **Prizes**

Details of the NHH Lottery prizes can be found on our website page – [Nightingale House Lottery](#).

Super Draw information and Prizes can be found on our website – on the Nightingale House Hospice website.

Top 4 Prize winners will be notified by telephone, where these personal details have been provided. Weekly winning numbers are published within Nightingale House reception, on Facebook and on our website. Winner letters are posted within 1 week of the draw taking place and will include the relevant prize cheque. Should any prize cheque remain uncashed after 6 months, then it will be cancelled, and the funds will be used for the benefit of Nightingale House Hospice. Every effort will be made to contact you within the 6 months. There are no alternatives to the prizes offered and no interest is payable.

NHH Lottery Ltd reserves the right to withhold any prize until entirely satisfied that the winner has complied with these terms and may reclaim prizes issued in error. If, upon winning any prize, a member is not able to prove that they have met all applicable criteria then they will not be entitled to receive that prize.

We may contact winners from time to time to request consent in promotional activity. We will not use a member's name, address details or images for promotional purposes unless consent has been given by the member.

### **Responsible Gambling**

An instruction to be self-excluded, as defined in the Gambling Act 2005, from the NHH Lottery may be submitted in writing, emailed or telephoned through to the Lottery office. Customers wishing to use this facility will not be able to re-join the Lottery for a minimum of 6 months from the date of exclusion.

Nightingale House is a member of the Hospice Lotteries Association, which on behalf of its members makes a financial contribution towards Responsible Gambling Trust (RGT). Organisations that can help with gambling issues are:

[www.hospicelotteries.org.uk](http://www.hospicelotteries.org.uk)

[www.responsiblegamblingtrust.org.uk](http://www.responsiblegamblingtrust.org.uk)

[www.gamecare.org.uk](http://www.gamecare.org.uk)

[www.gambleaware.co.uk](http://www.gambleaware.co.uk)

### **Suspension of the Lottery**

NHH Lottery Ltd may, at its absolute discretion, suspend the NHH Lottery for any period. During such period Nightingale House Lottery shall:

- 💖 suspend Direct Debit payments from the members' bank or building society as soon as reasonably practicable, and.
- 💖 Retain any amounts which were paid prior to such suspension taking effect that have not been used to pay for entries in previous draws.

Members will be notified of further details regarding the resumption of the NHH Lottery or otherwise, as soon as reasonably practicable, after the date of the suspension in writing.



## **Liability**

NHH Lottery Ltd shall not be liable to you for any loss or damage suffered by you arising from: -

- ♥ any delays or failures in any systems used by NHH Lottery Ltd or you to transmit emails
- ♥ any failure in the software or other systems used by NHH Lottery Ltd or you for the administration of the Lottery
- ♥ any delays or failures in the banking system used by NHH Lottery Ltd or you
- ♥ any refusal by NHH Lottery Ltd to accept registration of an individual as a member or the cancellation of a member by NHH Lottery Ltd
- ♥ any failure to enter you into the NHH Lottery
- ♥ Any event beyond the reasonable control of NHH Lottery Ltd

NHH Lottery Ltd and Sterling Management Centre Limited shall not be liable to you in contract, tort, and negligence or otherwise for any indirect or consequential loss suffered by you in relation to your participation in the NHH Lottery (including loss of the opportunity to enter the NHH Lottery and/or the chance of winning a prize).

## **Complaints Procedure**

Any complaints or disputes about Nightingale House Lottery Ltd should be addressed to the Lottery Manager and dealt with in accordance with our Complaints Policy.

### Policy Statement

Nightingale House Hospice Lottery is committed to providing services to its members, which are of a consistently high standard, and which will be provided in an appropriate and timely manner. Nightingale House staff will also be proactive in continually developing and improving the experience through consultation and quality assurance initiatives.

In any situation when members are dissatisfied with the services they receive or believe that they are not of an appropriate standard the hospice team will attempt to resolve any issues immediately at the time of the issue being brought to their attention. When this is not possible the individual will be encouraged to proceed further with their complaint being reassured of the following points: -

- ♥ Complaints, verbal and written, are dealt with in a swift and effective manner, which ensures complete fairness for both staff and complainant.
- ♥ Complaints procedure is to be responsive and flexible to address the issues identified by the complainant.
- ♥ Complaints are used to improve services, reduce incidents and to improve overall quality.

The individual submitting a complaint can be assured that they will experience no impact on the access or provision of services from the hospice at any time during or following the investigation of a complaint.

If a complaint remains unresolved then a member may contact the Independent Betting Adjudication Service (IBAS) at no cost to the complainant.

## **Data Protection**

We comply with data protection requirements to protect your personal data, as well as storing securely, bank details for those members who pay regularly by standing order or direct debit. Please see our privacy policy for more information: [www.nightingale.co.uk/privacy-policy](http://www.nightingale.co.uk/privacy-policy).

N I G H T I N G A L E   H O U S E



The support you give to Nightingale House Hospice by participating in the NHH Lottery makes a difference and we would like to keep in touch with you about our work, future fundraising events and ways you can get involved. Using electronic communications (email) helps us to reduce our costs, however, we need your permission to do this. To provide your email address to us, please call the Lottery office on 01978 313134.

You can opt out of hearing from us at any time by calling 01978 313134 or emailing [lottery@nightingalehouse.co.uk](mailto:lottery@nightingalehouse.co.uk)