



## SPRINGHILL HOSPICE (LOTTERY) LTD TERMS AND CONDITIONS OF USE

### TERMS AND CONDITIONS OF USE

**ATTENTION:** Please read these terms and conditions carefully before using this website. Using this website indicates that you accept these terms. If you do not accept these terms ("TERMS"), do not use this website.

Use of this website is governed by our Terms and Conditions and Privacy Policy as set out below. "We or "our" means "Springhill Hospice". "You" and "your" means the person accessing or using our website over the internet.

Springhill Hospice authorizes you to view and download the materials on this website only for your personal, and non commercial use

- 1 The Agreement between us:
  - (a) Your use of this website assumes your acceptance of the following Terms and Conditions and Privacy Policy (together, the "Terms of Use").
  - (b) If you do not accept all of the Terms of Use then you should not proceed.
  - (c) We may change or add to these Terms of Use for security, legal or regulatory reasons. Any changes to these Terms of Use will be posted here so that you are aware of them.
2. Our contact details are:  
Springhill Hospice  
Broad Lane  
Rochdale OL16 4PZ  
Tel: 01706 649920  
Email: [enquiries@springhillhospice.nhs.uk](mailto:enquiries@springhillhospice.nhs.uk)
3. Springhill Hospice (Lottery) Limited is promoted in accordance with the Gambling Act 2005 ("the Act"). In order to comply with the Act during the operation of the Lottery you will be required to confirm that:
  - (a) You are at least 16 years of age.
  - (b) You are a resident of Great Britain.
  - (c) You will not buy or claim to buy lottery chances on behalf of any other person.
4. If, upon winning any prize in the Lottery, you are not able to prove that you have met the criteria specified in Clauses 3 (a) (b) and (c) above, then you will not be entitled to receive that prize.

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5. In order to comply with the Act, refunds are prohibited once a purchase for a chance has been made.
6. Liability: Neither we nor any of our directors, trustees, governors, officers, employees or agents are liable for any kind of injury, loss or damage whatsoever, whether direct or consequential, suffered by any person or property arising out of or in connection with your use of this website.
7. Links to Third Party Websites: Links on this site to third party websites are provided solely as a convenience to you. If you use these links, you will leave this site. Springhill Hospice has not reviewed all of these third party sites and does not control and is not responsible for any of these sites or their content. Thus, Springhill Hospice does not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of other third party websites linked to this site, you do this entirely at your own risk.
8. Termination: We may refuse to accept your request to purchase Lottery chances at our sole discretion. On the basis that you have complied with the rules, such refusal will not affect your prior purchases of Lottery chances nor your rights as a holder of Lottery chances.
9. Trademark and Copyright: This website is protected by Copyright and your use of this website confers no rights whatsoever in respect of the Copyright, Trademarks, Logos and Intellectual Property contained within it. Any use, printing or copying of materials on this website, other than in the course of browsing and printing documents to return to the Hospice is strictly prohibited.
10. Data Collection and Use:

We are committed to protecting your privacy; data that we collect from you is used lawfully in accordance with the purpose of processing your membership, subsequent entry into the Lottery and informing you if you have won a prize.

During this process we will collect the following information from you:

- (a) Your name and address, so that we can write to you to confirm your membership and entry into the Lottery, to forward information about the Hospice and to inform you if you have won a prize.
- (b) Confirmation that you are over 16 years of age, in order to ensure compliance with the Gambling Act 2005.
- (c) Your contact telephone number.
- (d) Your e.mail address.
- (e) Your bank details; these are to be used to process your membership payments.

By using the Lottery website, you consent to the collection and processing of your personal data when provided by yourself to us.

It is your responsibility to ensure that the personal information you provide to us is accurate.

If you do not wish to receive information from the Hospice, except relating to your Lottery membership, then please contact 01706 631013 and your details will be removed from mailing details held.

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Cancellation: You may cancel your membership at any time by contacting the Hospice. Remaining credits will keep your membership in play. Refunds will not be given for credits already made.

Payments: All payments are to be made in advance. Transactions will only be accepted in sterling.

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**Springhill Hospice (Lottery) Limited**  
**427 Oldham Road, Rochdale, OL16 4SZ**

**Tel: 01706 631013** Email: office @lottery.myzen.co.uk Website: www.springhill.org.uk

**Springhill Hospice Lottery Full Terms and Conditions**

1. These Terms and Conditions are the Lottery Rules. By entering the lottery, entrants agree to be bound by these rules.
2. This Lottery is being promoted by and on behalf of Springhill Hospice.
3. For the purpose of the Gambling Act 2005, this lottery is defined as a 'Society Lottery.'
4. This lottery is licensed by The Gambling Commission.
5. To enter the lottery, you must be a UK resident aged 16 (sixteen) or over.
6. There will be fifty three weekly winners although additional prizes could be offered from time to time.
7. All tickets shall be priced at £1.00.
8. All lottery entry sales are final and no refunds shall be made at any time. All entrants acknowledge that their payment of £1 per ticket to enter the lottery does not guarantee that they will win any prize.
9. The draw for the prizes will be made at our lottery's computer bureau premises to be held weekly. You do not need to be present at the draw to win the lottery.
10. If a cash prize is awarded, this will be made by cheque in the name of the entrant only.
11. Springhill Hospice (Lottery) Limited reserves the right in exceptional and unforeseen circumstances to substitute any of the non cash prizes acquired for the lottery for a similar prize at Springhill Hospice's (Lottery) Limited absolute discretion.
12. Full payment for each entry must be received either in the form of cash or cleared funds before it can be entered into the draw. Only entries for which full payment has been received either in the form of cash or cleared funds will be eligible to win the prize.
13. The winners of the lottery prizes will be notified by letter.
14. All entrants are solely responsible for providing Springhill Hospice (Lottery) Limited with their accurate and up-to-date contact details and Springhill Hospice (Lottery) Limited will be in no way liable for any failure or inability to contact any entrant due to any errors, omissions or inaccuracies in the contact details that the entrant has provided. In the event that an entrant changes their contact details, they will be solely responsible for advising Springhill Hospice (Lottery) Limited of the change.
15. By accepting the prize, the winner agrees to take part in promotional activity and Springhill Hospice (Lottery) Limited reserves the right to use the name and address of the winner, their photograph and audio and/or visual recordings of them in any publicity unless prior notification has been received.
16. Each game number is unique. A randomly selected, five digit game number will be issued with the confirmation of entry. Any member may subsequently request an alternative game number if they wish at any time and this will be issued providing that it has not already been allocated to an existing member.
17. Lottery membership can be cancelled at any time by notifying Springhill Hospice (Lottery) Limited in writing, by phone or via e.mail.
18. Springhill Hospice (Lottery) Limited shall not be liable to the member for any loss or damage suffered or arising from:-
  - any delays or failures in the postal service or other delivery methods used by Springhill Hospice (Lottery) Limited or the member from time to time.
  - any delays or failures in any software or other systems used by Springhill Hospice (Lottery) Limited for the administration of the lottery.
  - any delays or failures in the Banking system used by Springhill Hospice (Lottery) Limited or the member.

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- any refusal by Springhill Hospice (Lottery) Limited to accept registration of an individual as a member or the cancellation of a member.
  - any failure to enter a chance into the draw.
  - any event beyond the reasonable control of Springhill Hospice (Lottery) Limited.
19. Nothing within these terms and conditions shall create or should be construed as creating any form of contract between any entrant and Springhill Hospice (Lottery) Limited
  20. Any complaints relating to the Lottery should be sent in writing to Springhill Hospice (Lottery) Limited giving full details of the complaint and supporting documentation.
  21. Springhill Hospice (Lottery) Limited is committed to protecting the member's privacy. Data that is collected from the member is used lawfully in accordance with the Data Protection Act 1998 and is used solely for the purpose of processing lottery chances, subsequent entry into the lottery draw, and informing winners that they have won a prize.
  22. Any member has the right to access the information held about them. To obtain this information, please contact Springhill Hospice (Lottery) Limited in writing.
  23. Springhill Hospice (Lottery) Limited will not sell, rent or grant access of any personal data to any third party without express prior permission.
  24. In the event of any dispute regarding the rules, the decision of Springhill Hospice (Lottery) Limited shall be final and no correspondence or discussion shall be entered into.
  25. Springhill Hospice (Lottery) Limited reserves the right to amend these rules at any time. If Springhill Hospice (Lottery) Limited does this, it will publish the amended rules.
  26. Springhill Hospice (Lottery) Limited reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these rules.
  27. The Springhill Hospice member responsible for the promotion of the Lottery is Mr. David John Clark.
  28. Each entrant should retain a copy of these Terms and Conditions for their reference.
  29. This lottery is a form of gambling. Participants are encouraged to gamble sensibly.
  30. A copy of these rules may be obtained by sending a stamped addressed envelope to Springhill Hospice (Lottery) Limited at the address below.
  31. The Laws of England and Wales shall govern the interpretation and/or enforcement of these Terms and Conditions and Springhill Hospice (Lottery) Limited and all entrants hereby submit to the exclusive jurisdiction of the English courts.

Springhill Hospice (Lottery) Limited  
 427 Oldham Road  
 Rochdale  
 OL16 4SZ  
 Tel: 01706 631013  
 E-mail: [office@lottery.myzen.co.uk](mailto:office@lottery.myzen.co.uk)

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