

## 1. Introduction

1.1 The Lottery will be operated as a subscription based Society Lottery under the Gambling Act 2005 as amended ("the Act").

1.2 The Lottery is promoted by Chailey Heritage Foundation for the benefit of Chailey Heritage Foundation, registered charity no. 1075837. The person responsible for the lottery is Nina Gopal, Head of Fundraising, Chailey Heritage Foundation, Haywards Heath Road, North Chailey, Lewes BN8 4EF.

1.3 The Lottery is administered by Sterling Management Centre Limited ("Sterling") Drydale House, Newton-in-Furness, Cumbria LA13 0NB acting for the Society.

1.4 Sterling is certified as an External Lottery Manager ("ELM") by the Gambling Commission (under licence reference number: [3137](#)).

1.5 These Rules apply to playing members of the Lottery.

## 2. Definitions

**"Act"** The Gambling Act 2005

**"Lottery"** The subscription based Society Lottery

**"Draw"** The process by which winners are selected

**"Sterling"** Sterling Management Centre Limited

**"Member"** An individual who has registered with the Lottery

**"Rules"** The rules of the Lottery as set out herein and amended from time to time

**"Chance"** Each individual Game Number entered into the Lottery on behalf of a Member.

**"Society"** The good cause which participates and promotes the lottery from time to time "Promoter". The registered Promoter of the Lottery.

**"Game Number"** The six digit number unique to each Member used to identify individual Chances which are entered into the Lottery.

**"Winning Number"** The number as detailed in Rule 7.2.

**"Random Number Generator"** The program certified by a Gambling Commission approved test house used by Sterling to generate a six digit Winning Number.

### 3. Entry into the Lottery

3.1 The Lottery is promoted in accordance with the Gambling Act 2005 as amended ("the Act"). In order to comply with the Act, and to purchase Chances you will be required to confirm that:

- (a) You are at least 18 years of age.
- (b) You are resident in Great Britain.
- (c) You will not buy or claim to buy lottery chances on behalf of any other person.

3.2 If, upon winning any prize in the Lottery, you are not able to prove that you have met the criteria specified in Rules 3.1 (a) and (b) above then you will not be entitled to receive that prize.

3.3 In order to comply with the Act, Chances that have been purchased and entered into the correct Draw cannot be refunded.

3.4 By entering into the Lottery you agree to be bound by these Rules, and the applicable provisions of the Act and/or any relevant regulations made thereunder from time to time.

3.5 Neither the Society and/or Sterling shall be liable for any loss or damage (including loss of the opportunity to enter the Lottery and / or the right to receive a prize) suffered by you if you have not complied with the Rules.

3.6 The maximum number of entries an individual will be permitted to purchase in any one draw is £2.

3.7 The Rules may be amended by either the Society and/or Sterling from time to time and any changes will be posted on the website.

### 4. Registration with the Lottery

4.1 You can only enter the Lottery by the completion of a valid application form which may be published in a variety of forms from time to time.

4.2 A valid registration is one which includes the following information, together with the information set out in clauses 4.3 and 4.4 below:

(a) Your name and address, so that we can write to you to confirm your entry into the lottery and contact you if you have won a prize.

(b) Confirmation that you are over 18 years of age.

(c) The number of Chances in the Lottery you wish to purchase.

4.3 You will also be asked to provide the following information:

- (a) Your contact telephone number.
- (b) Your date of birth.
- (c) Your mobile phone number.
- (d) Your e-mail address.

4.4 You will also be required to provide payment information relating to the purchase of your Chances. Payment may be made via the following methods and the relevant information which you must provide will vary depending upon the payment method.

(a) Direct Debit

(i) Information required will include your bank or building society details together with an instruction to such bank or building society to make payments by Direct Debit.

(b) Cheque

(i) A completed signed and dated cheque would be required when you register. Post-dated cheques will not be accepted.

(c) Debit Card

(i) Information required will include card number, expiry date and card security number.

(d) Any other payment method made available by the Society and/or Sterling from time to time.

(i) The information required will depend upon the payment method.

4.5 The Society shall be entitled to take any steps necessary to verify the above information and to process your registration. The Society and/or Sterling may refuse to accept an application for an individual to become a Member of the Lottery.

4.6 Following registration you will be sent confirmation of your entry to the Lottery. If you have chosen to pay by Direct Debit you will receive an advance notification letter.

4.7 The confirmation will specify your Game Number(s) and will confirm your name, address and any other details provided as part of your registration.

4.8 It is your responsibility to ensure that the personal information you provide to us is accurate and the Society and/or Sterling cannot be held liable for any error.

4.9 If you discover any error in your name, address or any other details provided to us as part of your registration when you receive your confirmation then you must correct this by notifying Sterling in writing or by e-mail as detailed in clause 14. Sterling will make any required corrections as soon as reasonably possible. Neither the Society and/or Sterling shall be liable for any loss or damage (including loss of the opportunity to enter the Lottery and / or the right to receive a prize) suffered by you until such correction has been made. Any correction notified to the Society and/or Sterling shall only become effective once the correction has been made.

4.10 Each Game Number is unique. A randomly selected Game Number will be issued to you with your confirmation of entry. You may subsequently request an alternative Game Number if you wish at any time and this will be issued to you providing that it has not already been allocated to an existing Member.

### 5. Payment

5.1 Payment for Chances may be made by the following methods as more particularly set out in clause 4.4:

- (a) Direct Debit
- (b) Cheque
- (c) Debit Card
- (c) Any other method made available from time to time

5.2 Where payment for Chances are made directly, the following applies:

- (a) Direct Debit payments will be referenced as either Sterling or Unity on your bank statement.
- (b) Cheques must be made payable to Unity.
- (c) Debit Card payments will be referenced as Unity on your card statement.
- (d) Any other method made available from time to time would also be referenced as or be payable to Sterling or Unity on any appropriate documentation.

5.3 The price for each Chance is £1 or such other sum as may from time to time be notified to you.

5.4 Your Chances and therefore associated Game Number(s) will not be entered into the Draw unless Sterling has received all amounts payable (cleared funds) relating to your Game Numbers by 5:00pm on the Thursday of that weeks Draw. If there is a dispute

regarding whether Chances have been paid for then such dispute shall be resolved by reference to payment details and records held by Sterling's bankers and BACs.

5.4.1 Chances paid for by Direct Debit payments will be entered into the first available Draw taking place after the third working day after the Direct Debit collection has been made from your bank account.

5.5 You may cancel your membership of the Lottery at any time by notifying Sterling in writing or by e-mail (or via any other methods notified to you by Sterling from time to time). Upon receipt of this notice Sterling will cancel future direct debit payments as soon as is reasonably practicable.

5.6 The Society and/or Sterling may cancel your entry into the Lottery at any time. You will be notified accordingly as soon as reasonably practicable and will be reimbursed any amounts which have been paid but which relate to future Draws. Other than the reimbursement of any such amounts, neither the Society and/or Sterling shall be liable for any loss or damage (including loss of the opportunity to enter the Lottery and / or the right to receive a prize) suffered by you in relation to such cancellation.

5.7 All customer funds for use in future lottery entries paid to the Lottery are held in trustee status to maintain a separation from our own trading income. This protects customer funds in the event of insolvency. This meets the Gambling Commission's requirement for the segregation of customer funds at the level: medium protection.

[www.gamblingcommission.gov.uk/for-the-public/Your-rights/Protection-of-customer-funds.aspx](http://www.gamblingcommission.gov.uk/for-the-public/Your-rights/Protection-of-customer-funds.aspx)

## 6. Changes to Member Details

6.1 Any changes to your details should be notified to Sterling in writing or by e-mail as soon as practicable as detailed in clause 14. Changes to the bank or building society specified during registration may require the completion of a new Direct Debit Instruction. Further information regarding this can be obtained from Sterling upon request.

6.2 Neither the Society and/or Sterling can be held liable for any losses occasioned as a result of you failing to comply with clause 6.1.

## 7. Draws

7.1 The Draw takes place each week on a Friday at Sterling's premises.

7.2 The Winning Number for each weekly Draw shall be the winning six digit number generated by Sterling's Random Number Generator.

7.2 In order to comply with the Act only those Chances for which payment has been received are eligible for entry into the Draw.

7.4 The winning probabilities are summarised below:

**Six Number Match** - 1 in 1,000,000

**Five Number Match** - 1 in 18,518

**Four Number Match** - 1 in 823

**Three Number Match** - 1 in 69

### 8. Prizes

8.1 Prize-winners will be determined by whether a Members Game Number relating to a Chance in the Lottery matches all or some of the Winning Number as described in Rule 7.2

(a) If all six digits of the Game Number match the Winning Number and their positions then this is a "6 Number Match".

(b) If five digits of the Game Number match five digits of the Winning Number and their positions in the Game Number match their positions in the Winning Number then this is a "5 Number Match".

(c) If four digits of the Game Number match four digits of the Winning Number and their positions match then this is a "4 Number Match".

(d) If three digits of the Game Number match three digits of the Winning Number and their positions match then this is a "3 Number Match".

8.2 Prizes are issued as follows:

(a) For a 6 Number Match the prize will be £25,000.

(b) For a 5 Number Match the prize will be £1,000.

(c) For a 4 Number Match the prize will be £25.

(d) For a 3 Number Match the prize will be 5 additional entries into the next available draw.

8.3 Sterling reserves the right to amend the prizes at any time. Any such changes will be published on the Society and/or Unity Lottery website at least one month prior to a change being made.

8.4 Each Game Number shall only be entitled to win one prize in one Draw. The prize won will relate to the highest Number Match to which the Game Number matches.

8.5 The results of each Draw will be published on the Society and/or Unity Lottery website within one week of the date of the Draw and may also be published in any other manner determined by the Society and/or Sterling from time to time.

8.6 Winners will be notified by post or e-mail within two weeks of the date of the Draw.

8.7 The prize may be issued via a cheque or a direct credit to the value of the prize won made payable to the Member or in the case of a three number match notification of your five additional entries.

8.8 Sterling reserves the right to withhold the payment of any prize until it is entirely satisfied that the Member who has won the prize has fully complied with the Rules.

8.9 If, upon winning any prize in the Lottery, you are not able to prove that you have met the criteria specified in Rules 3.1 (a), (b) and (c) above then you will not be entitled to receive that prize.

8.10 There are no alternatives to the prizes offered from time to time and no interest is payable. However a player may request to change any future 5 additional entries prizes for a £5 prize upon written request. Or revert back to 5 additional entries again upon written request.

8.11 Any uncashed cheque prizes after a period of six months has elapsed will be forfeited.

### **9. Suspension of the Lottery**

9.1 Sterling may (at its absolute discretion) suspend the Lottery for any period of time. During such period, Sterling shall:

(a) Suspend Direct Debit payments from your bank or building society account as soon as reasonably practicable, and;

(b) Retain any amounts which were paid prior to such suspension taking effect that have not been used to pay for Chances in previous Draws. You will be notified of further details regarding the resumption of the lottery or otherwise as soon as reasonably practicable after the date of suspension in writing.

### **10. Liability**

10.1 Neither Sterling nor the Society shall be liable to you for any loss or damage suffered by you arising from:



- (a) Any delays or failures in the postal service or other delivery methods used by the Society, Sterling or you from time to time.
- (b) Any delays or failures in any systems used by the Society, Sterling or you to transmit e-mails.
- (c) Any failure in any software or other systems used by the Society, Sterling for the administration of the Lottery.
- (d) Any delays or failures in the banking system used by the Society, Sterling or you.
- (e) Any refusal by the Society and/or Sterling to accept registration of an individual as a Member or the cancellation of a Member by the Society and/or Sterling.
- (f) Any failure to enter your Chance into the Draw.
- (g) Any event beyond the reasonable control of either the Society and/or Sterling.

10.2 Neither Sterling nor the Society shall be liable to you in contract, tort, negligence or otherwise for any indirect or consequential loss suffered by you in relation to your participation in the Lottery (including loss of the opportunity to enter the Lottery and / or the chance of winning a prize).

### **11. Self Exclusion**

11.1 Should you feel that you have issues with gambling and wish to be self excluded from our Lottery please phone our helpline number and request a self exclusion form.

11.2 There is a minimum period of 6 months self exclusion.

11.3 We will not target you with any marketing material during the self exclusion period and will remove your name and details from any marketing databases used by ourselves.

11.4 During your self exclusion your account will be closed and any funds held on your behalf will be returned to you. You will need to contact Sterling after your period of self exclusion to re-instate your membership of the Lottery.

11.5 If you need to talk to someone about problem gambling then please contact Be Gamble Aware. Be Gamble Aware is a registered charity that provides confidential telephone support and counselling to anyone who is affected by problem gambling. Be Gamble Aware can be contacted on 0808 8020 133 (Freephone).

### **12. Complaints**



12.1 Any complaints relating to the Lottery should be sent in writing to Sterling, giving full details of the complaint and supporting documentation. A copy of your complaint will be sent to the Promoter.

12.2 Save as provided for in this Agreement, the Promoter shall make the final decision on the complaint pursuant to the Rules and that decision shall be final and binding.

12.3 Save where the Rules expressly provide otherwise, the Promoter shall not be obliged to enter into any correspondence.

12.4 If a satisfactory resolution cannot be reached then the matter can be referred to an alternative dispute resolution (ADR) entity. This service is free of charge.

### 13. Privacy

13.1 Both the Society and Sterling are committed to protecting your privacy. Data that we collect from you is used lawfully in accordance with the General Data Protection Regulation 2018 and is used solely for the purpose of processing your purchase of Lottery chances, subsequent entry into the Lottery, and informing you if you have won a prize. The Society is the data controller and Sterling is the data processor of any personal data.

13.2 You have the right to make a subject access request under the General Data Protection Regulation 2018 to access the information Both the Society and Sterling holds about you. To obtain this information, please contact Sterling in writing. You will be asked to provide proof of your identity prior to your subject access request being dealt with and personal information being disclosed to you.

13.3 Neither the Society nor Sterling will sell, rent or grant access to any of the personal data we collect about you to any third parties.

13.4 Sterling may share aggregated information to third parties. This will not contain personal information that can identify any individual person.

13.5 Either the Society or Sterling may be obliged to disclose your personal information if required to do so by law, for example to statutory bodies such as the Gambling Commission or other government bodies.

### 14. Contact Address

All correspondence relating to these rules should be sent to the following address:  
The Unity Lottery Sterling Management Centre Ltd, Furness Gate, Peter Green Way,  
Furness Business Park, Barrow-in-Furness, Cumbria LA14 2PE.  
e-mail [info@unitylottery.co.uk](mailto:info@unitylottery.co.uk)