

The Rules of the The Friend's of Holsworthy Parish Church St Peter's Monthly Jackpot Draw

1. Introduction

1.1 The St Peter's Monthly Jackpot Draw ("Jackpot Draw") will be operated as a Small Society Lottery under the Gambling Act 2005, as amended ("the Act") and subsidiary legislation, as amended and the Promoter, is registered by the licensing Department of Torridge District Council under Small Society Lottery registration number GALOTT/00151/19.

1.2 The Jackpot Draw is promoted by the Promoter and conducted for the Promoter's benefit.

1.3 The persons responsible for the promotion of the Jackpot Draw is the PCC and Friends of Holsworthy Parish Church.

1.4 By entering the Jackpot Draw, Players agree to be bound by these rules. If the prospective Player does not so agree, they should not play the Jackpot Draw.

2. Definitions

"Legislation" The Gambling Act 2005 and successor and amendment legislation thereto, together with subsidiary legislation thereunder and successor and amendment legislation thereto.

"Jackpot Draw" The Friend's of Holsworthy Parish Church St Peter's Monthly Jackpot Draw.

"Draw" The process by which winners are selected.

"Player" An individual who has purchased a Chance.

"Promoter" PCC of Holsworthy Parish Church.

"Rules" The rules of the Jackpot Draw as set out below and amended from time to time

"Chance" An entry into the Jackpot Draw.

"Game Number" The unique number associated with each Chance, and which is used to determine the winners.

2.1 Entry into the Jackpot Draw.

The Jackpot Draw is promoted in accordance with the Legislation. In order to comply with the Legislation, when a prospective Player purchases any Chance the prospective Player will be required to confirm that:

(a) The Player is aged 16 or over;

(b) The Player is a resident in the United Kingdom (due to Gambling Commission regulations, this excludes the Isle of Man, Channel Islands and BFPO addresses).

The Player must also not buy, nor attempt to buy, Chances on behalf of any other person.

2.2 If, upon winning any prize in the Jackpot Draw, the Player is not able to prove upon request that they have met the criteria specified in Rules 2.1 (a) and (b) above then the Player will not be entitled to receive any prize.

2.3 In order to comply with the Legislation, any Chances that have been purchased and entered into the Draw for which they were intended are prohibited from being subsequently refunded.

2.4 By entering into the Jackpot Draw the Player agrees to be bound by the Rules, and all applicable provisions of the Legislation. The Promoter shall not be liable for any loss or damage (including loss of the opportunity to enter the Jackpot Draw and / or the right to receive a prize) suffered by the Player if they have not complied with the Rules. The Rules may be amended by the Promoter from time to time. Any changes will be published on the Holsworthy Benefice Website and the Holsworthy Benefice Magazine.

2.5 This Jackpot Draw is a form of gambling. Participants are encouraged to gamble responsibly. Should gambling become a problem we recommend the Player contacts the GambleAware helpline on 0808 8020 133 or visit their website on

www.gambleaware.co.uk

2.6 The maximum number of entries an individual will be permitted to purchase in any one draw is 100 (one hundred).

2.7 Entry into the Jackpot Draw is permitted for Holsworthy Parish Church volunteers and employees.

3. Registration with the Jackpot Draw

3.1 The Player can only enter the Jackpot Draw upon completing a ticket registration which will be published in a variety of forms from time to time.

3.2 Registration will require the Player to provide the following information:

(a) The Player's name, postal address, and telephone number so that the Promoter can contact the Player on winning a prize;

(b) Confirmation that the Player is over 16 years of age, in order to ensure compliance with the Legislation.

3.3 The Player may also be asked to provide the following information:

(a) Proof of date of birth of the Player;

(b) The Player's telephone number;

(c) The Player's address; and

(d) The Player's e-mail address.

3.4 The Player may also be required to provide information relating to the purchase of any Chance.

3.5 It is the Player's responsibility to ensure that their personal information provided to the Promoter is accurate.

3.6 If the Player discovers any error in their name, address or any other details provided to the Promoter as part of their registration then they must correct this by notifying the Promoter in writing to the address or email at paragraph 14. The Promoter will make any required corrections as soon as reasonably possible. The Promoter shall not be liable for any loss or damage (including loss of the opportunity to enter the Jackpot Draw and / or the right to receive a prize) suffered by the Player until such correction has been made. Any correction notified to the Promoter shall only become effective once the correction has been made.

3.7 Each Game Number is unique. The Player may subsequently request an alternative Game Number if they wish at any time and this will be issued to the Player providing that it has not already been allocated to an existing Player.

4. Payment

4.1 Payment for Chances may be made by the following methods:

(a) Cheque payable to PCC of Holsworthy Parish Church.

(b) Cash.

(c) Any other method made available by the Promoter from time to time.

4.2 Any other method made available by the Promoter from time to time would be referenced as or be payable to PCC of Holsworthy Parish Church on any appropriate documentation.

4.3 The price for each Chance is £1.

4.4 The Player's Chance(s) and therefore associated Game Number(s) will not be entered into the Draw unless the Promoter has received all amounts payable (cleared funds) relating to their Game Numbers for that month's draw. If there is a dispute over receiving cheques regarding whether Chances have been paid for then such dispute shall be resolved by reference to details included in official statements from the bank with which the Promoter's bank accounts operate.

4.5 The Player may cancel their entry into the Jackpot Draw by notifying the Promoter in writing or by e-mail (or via any other methods specified by the Promoter from time to time). Upon receipt of this notice the Promoter will:

(a) Return monies subject to 4.5 (b) below.

(b) In accordance with the Legislation and as described in Rule 2.3 any payments made prior to such cancellation taking effect but which have not been used to pay for Chances in previous Draws will be used to pay for entry for the Player's Chances into future Draws.

4.6 The Promoter may cancel the Player's entry into the Jackpot Draw (in its absolute discretion) at any time. The Promoter will notify the Player accordingly as soon as reasonably practicable and will reimburse any amounts which have been paid but relate to future Draws. Other than the reimbursement of any such amounts, the Promoter shall not be liable for any loss or damage (including loss of the opportunity to enter the Jackpot Draw and / or the right to receive a prize) suffered by the Player in relation to such cancellation.

5. Changes to Player Details

5.1 Any changes to the Player's details as provided by the Player upon registration should be notified to the Promoter in writing or by e-mail - see paragraph 14. for details.

6. Draws

6.1 There will be one draw per month which will take place on the 20th of the month, unless this falls on a public holiday, in which case the draw will take place on the previous working day.

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

7. Prizes

7.1 Prizes are issued as follows:

- (a) First Prize 25% of all Chances,
- (b) Second Prize 5% of all Chances.

7.2 Payment of prizes is by cheque. No other payment options are available.

7.3 Each Game Number shall only be entitled to win one prize in one Draw.

7.4 The results of each Draw will be published on the Holsworthy Benefice website within one week of the date of the draw and may also be published in the Holsworthy Benefice magazine and any other manner determined by the Promoter from time to time.

7.5 Winners will be notified by telephone or email within one week of the date of the draw. Such notification will include the value of the prize won by the Player.

7.6 The Promoter reserves the right to withhold the payment of any prize until it is entirely satisfied that the Player who has won the prize has fully complied with the Rules and has established that they are of legal age to participate.

7.7 If, upon winning any prize in the Jackpot Draw, the Player is not able to prove that they have met the criteria specified in Rules 2.1 (a) and (b) above then they will not be entitled to receive that prize.

7.9 There are no alternatives to the prizes offered from time to time and no interest is payable.

7.10 If winning cheques are not cashed within six months, the Promoter will assume that the winnings are to be donated to the Promoter.

7.11 By accepting the prize, each winner agrees that the Promoter has the right to use their first name and location for promotional purposes (for example Anne, Willows Close). We may also ask permission to use their photograph and audio/visual recordings of them in our publicity, but will always seek the consent of the winner before doing so.

8. Suspension of the Jackpot Draw

8.1 The Promoter may (at its absolute discretion) suspend the Jackpot Draw for any period of time. During any such period, the Promoter shall retain any amounts which were paid prior to such suspension taking effect that have not been used to pay for Chances in previous Draws. The Player will be notified of further details regarding the resumption of the Jackpot Draw or otherwise as soon as reasonably practicable after the date of suspension.

9. Liability

9.1 Promoter shall not be liable to the Player for any loss or damage suffered by the Player arising from:

- (a) Any delays or failures in the postal service or other delivery methods used by the Promoter or the Player from time to time.
- (b) Any delays or failures in any systems used by the Promoter or the Player to transmit e-mails.
- (c) Any failure in any software or other systems used by the Promoter for the administration of the Jackpot Draw.
- (d) Any delays or failures in the banking system used by the Promoter or the Player.
- (e) Any refusal by the Promoter to accept registration of an individual as a Player or the cancellation of a Player by the Promoter.
- (f) Any failure to enter the Player's Chance into the Draw.
- (g) Any event beyond the reasonable control of the Promoter.

9.2 The Promoter shall not be liable to the Player in contract, tort, negligence or otherwise for any indirect or consequential loss suffered by the Player in relation to the Player's participation in the Jackpot Draw (including loss of the opportunity to enter the Jackpot Draw and / or the chance of winning a prize).

10. Self-Exclusion

10.1 Should the Player feel that they have issues with gambling and wish to be self-excluded from our Jackpot Draw please inform the Promoter.

10.2 There is a minimum period of 6 months self-exclusion and a maximum of 5 years.

10.3 We will not target the Player with any marketing material during the self-exclusion period and will opt the Player out of all communications indefinitely used by ourselves.

10.4 The Player will need to contact us after their period of self exclusion to take positive action to re-instate their participation in the Jackpot Draw.

10.5 If the Player needs to talk to someone about problem gambling then please contact GambleAware: <https://www.gambleaware.co.uk/>

10.6 GambleAware is a registered charity that provides confidential telephone support and counselling to anyone who is affected by problem gambling. GambleAware can be contacted on 0808 8020 133 (Freephone).

11. Complaints

11.1 Any complaints relating to the Jackpot Draw should be sent in writing to the Promoter at the address at Paragraph 14), giving full details of the complaint and supporting documentation.

11.2 The Promoter's decisions made pursuant to the complaints and disputes procedure shall be final and binding.

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

11.4 All complaints related to the Jackpot Draw will be recorded by the Promoter and details will be retained for a period of 3 years.

12. Privacy

12.1 the Promoter is committed to protecting the Player's privacy. Data that the Promoter collects from the Player is processed lawfully in accordance with the Data Protection Act 2018 and is used solely for the purpose of processing the Player's purchase of Chances, subsequent entry into the Jackpot Draw, and informing the Player if they have won a prize.

12.2 The Player has the right to access the information the Promoter holds about the Player. To obtain this information, please contact the Promoter in writing. The Player may be asked to provide proof of their identity prior to personal information being disclosed to them.

12.3 Holsworthy PCC will not sell, rent or grant access to any of the personal data we collect about the Player to any third parties.

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

12.5 We may be obliged to disclose the Player's personal information if required to do so by law, for example to statutory bodies such as the Gambling Commission or other government bodies.

13. Applicable Law and Jurisdiction

13.1 The law of England and Wales shall govern the interpretation and/or enforcement of these Rules and the Promoter and all Players hereby submit to the exclusive jurisdiction of the courts of England and Wales.

14. Contact Address

All correspondence relating to the Jackpot Draw should be sent to the following;

Postal address;

Jackpot Draw,
The Rectory,
Bodmin Street,
HOLSWORTHY,
EX22 6BH.

or Email (if not a complaint)

hknarborough@btinternet.com.