

# Lottery Terms and Conditions

## 1. Introduction

- 1.1. The Lottery is operated as a subscription-based Society Lottery under the Gambling Act 2005 as amended from time to time (“the Act”).
- 1.2. The Lottery is promoted by the Promoter on behalf of the Society.
- 1.3. The Lottery is administered for the Society by Sterling.
- 1.4. Sterling is licenced and regulated in Great Britain by the Gambling Commission as an External Lottery Manager under account number 3137.
- 1.5. These Rules apply to all Members.

## 2. Definitions

“**Act**” The Gambling Act 2005 as amended from time to time.

“**Chance**” Each individual chance that has been entered into the Lottery on behalf of a Member.

“**Draw**” The weekly process by which winners of the Lottery are selected.

“**Game Number**” The six digit number unique to each Member and to each Chance.

“**Lottery**” The subscription based lottery operated by the Society and administered by Sterling in its capacity as an External Lottery Manager and known as ‘Unity’.

“**Member**” or “**You**” or “**Your**” An individual who has registered as a member of the Lottery.

“**Online Voucher**” means a voucher that can be redeemed for Chances of an equivalent value.

“**Price**” The price payable for each Chance.

“**Prize**” A prize awarded pursuant to the Lottery.

“**Promoter**” The registered promoter of the Lottery, being either the Society or the responsible person nominated by the Society.

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

“**Rules**” The rules of the Lottery as set out herein as amended from time to time.

“**Society**” The good cause which operates and promotes the Lottery from time to time.

“**Sterling**” Sterling Management Centre Limited, a company registered in

England & Wales under company number 03292229 whose registered office is at Drydale House, Newton in Furness, Cumbria, LA13 0NB.

**“Winning Number”** The number as generated as set out in Rule 8.

### **3. Entry into the Lottery**

**3.1.** So as to comply with the Act, a Member who wishes to purchase Chances:

- a. must be no younger than 16 (or 18 if so determined by the Society); and
- b. must not buy or claim to buy Chances on behalf of any other person.

**3.2.** If, upon winning a Prize, 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 the Prize.

**3.3.** Pursuant to the Act, Members cannot be refunded for any Chances that have been purchased and entered into a Draw.

**3.4.** By entering the Lottery You agree to be bound by these Rules together with any other legal provisions or that may be applicable to the Lottery 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.** You agree that pursuant to Sterling’s obligations under the Act, Sterling may process Your personal data for the purposes of age verification.

**3.7.** The maximum value of Chances that a Member will be permitted to purchase in any one Draw is £20.00.

**3.8.** Any amendments to these Rules will not have effect until they are posted on the Unity website that can be accessed at <http://www.unitylottery.co.uk>.

### **4. Registration with the Lottery**

**4.1.** You can only enter the Lottery and purchase Chances after first completing a valid application form. This form 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 satisfy the requirements of Rule 3.1 (a).
- c. the number of Chances in the Lottery that You wish to purchase

**4.3.** You will also need 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 appropriate payment information for the purchase of Your Chances.

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

**4.6.** Following registration You will be sent confirmation of your entry into the Lottery. If You have chosen to pay by Direct Debit You will also 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 You must also check that the information on the confirmation form is accurate. The Society and/or Sterling cannot be held liable for any error.

**4.9.** If You discover any errors on the confirmation form, then You must correct these by notifying Sterling in writing or by e-mail as soon as possible as detailed in clause 14. Sterling will make any required corrections as soon as 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 corrections have been made. Any corrections notified to the Society and/or Sterling shall only become effective once the corrections have 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 to do so at any time. 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:

- a. Direct Debit;
- b. cheque (please note that post-dated cheques will not be accepted);
- c. debit card;
- d. 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 payment 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 £1.00 or such other sum as may from time to time be notified to You.

**5.4.** Your Chances and associated Game Number(s) may not be entered into the Draw unless Sterling has received the Price in full by no later than 5:00pm on the Thursday of that week's 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.

**5.5.** 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 successfully made from Your bank account.

**5.6.** You may cancel your membership of the Lottery at any time by notifying Sterling in writing or by email (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 reasonably practicable.

**5.7.** The Society and/or Sterling may cancel Your membership of the Lottery at any time. You will be notified of cancellation as soon as reasonably practicable and will be reimbursed such part of the Price that has been paid but which relates to Draws that have not yet taken place. Other than the reimbursement of these amounts, neither the Society nor 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.

**5.8.** All monies received from Members are held in trust to ensure separation from Sterling's 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. Please see <https://www.gamblingcommission.gov.uk/public-and-players/guide/page/ifyour-money-has-medium-protection> if You require further details.

## **6. Online Vouchers**

**6.1.** You can only purchase an Online Voucher for a person who satisfies all the requirements of these Rules for becoming a Member. Otherwise, the Online Voucher will not be redeemable.

**6.2.** Online Vouchers can only be purchased using a debit card (no credit cards will be accepted).

**6.3.** The purchaser explicitly agrees to provide their personal debit card details to complete the purchase of an Online Voucher.

**6.4.** Purchasers of Online Vouchers will be required to select the number of Chances that they wish to purchase and will also be required to select the number of Draws into which the Chances will be entered at the time of purchasing an Online Voucher.

**6.5.** Online Vouchers are valid for 12 months from the date of purchase and, if they are not redeemed within 12 months, the unredeemed portion will be remitted as a gift to the Society.

**6.6.** No cash alternatives or refunds will be granted in respect of Online Vouchers.

**6.7.** Online Vouchers are issued in the form of system-generated alphanumeric codes displayed online with an option to print and/ or email to the purchaser or receiver of the Online Voucher.

**6.8.** Online Vouchers can only be redeemed through the Society's Unity lottery webpage.

**6.9.** Self-excluded individuals are not permitted to redeem Online Vouchers.

**6.10.** To redeem an Online Voucher, a recipient will be required to provide their personal information including their date of birth, title, first name, last name, email address, and address including postcode.

**6.11.** By redeeming an Online Voucher, a recipient agrees to receive communications regarding their lottery entry/ entries.

**6.12.** By redeeming an Online Voucher, the recipient agrees to be bound by these Rules as amended from time to time.

## **7. Changes to Member Details**

**7.1.** Any changes to Your details should be promptly 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.

**7.2.** 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.

## **8. Draws**

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

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

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

**8.4.** The winning probabilities are summarised in the table 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

## **9. Prizes**

**9.1.** Prize winners will be determined as follows:

- a.** If all six digits of the Game Number match the Winning Number and their positions in the Game Number match the corresponding positions in the Winning Number 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 corresponding 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 in the Game Number match their corresponding positions in the Winning Number 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 in the Game Number match their corresponding positions in the Winning Number match then this is a "3 Number Match"

**9.2.** Prizes are paid 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 Chances that will be entered into the next available Draw.

**9.3.** Sterling reserves the right to amend the Prizes at any time. Any such amendments will be published on the Society and/or Unity website at least one month prior to the amendment taking effect.

**9.4.** Each Game Number shall only be capable of winning a maximum of one Prize in any one Draw. The Prize won will be the highest Prize applicable to the Game Number.

**9.5.** The results of each Draw will be published on the Society and/or Unity 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.

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

**9.7.** A cash Prize may be issued via either a cheque or a direct credit payment to the Member.

**9.8.** In the case of a 3 Number Match, You will be notified of Your five additional Chances.

**9.9.** Sterling reserves the right to withhold the payment of any Prize if, acting reasonably, it is not satisfied that the Member who has won the Prize has fully complied with the Rules.

**9.10.** If, upon winning any Prize 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.

**9.11.** There are no alternatives to the Prizes offered and no interest is payable.

**9.12.** Any cheques that remain uncashed for period of six months from the date of issue will be forfeited and the Member shall no longer have any entitlement to that Prize.

## **10. Suspension of the Lottery**

**10.1.** 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 in writing of further details regarding the resumption of the Lottery as soon as reasonably practicable after the date of suspension.

## **11. Liability**

**11.1.** 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 or 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.

**11.2.** 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).

## **12. Self-Exclusion**

**12.1.** 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

**12.2.** There is a minimum period of 6 months for self-exclusion.

**12.3.** Sterling will not target You with any marketing material during the self-exclusion period and will promptly remove Your name and details from any marketing databases used by Sterling.

**12.4.** 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 if You wish to do so.



**12.5.** 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).

## **13. Complaints Unity Game Rules**

**13.1.** Any complaints relating to the Lottery should be sent in writing to Sterling, giving full details of the complaint and attaching such supporting documentation as is relevant to the complaint. A copy of Your complaint will be sent to the Promoter.

**13.2.** 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 on all parties.

**13.3.** Save where the Rules expressly provide otherwise, the Promoter shall not be obliged to enter into any correspondence in relation to a complaint or its resolution.

**13.4.** 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.

## **14. Privacy**

**14.1.** Both the Society and Sterling are committed to protecting Your privacy. Data that we collect from You is used lawfully in accordance with applicable data protection legislation including the Data Protection Act 2018 (as amended from time to time) 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.

**14.2.** You have the right to make a subject access request under the data protection legislation 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.

**14.3.** 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.

**14.4.** Sterling may share aggregated information regarding the Lottery and its operation to third parties. This will not contain personal data as defined in data protection legislation.

**14.5.** 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.

## **15. 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)

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