

# Terms and Conditions

## 1. Introduction

We, Rieves Lotteries Limited (“RLL”, “us”), provide external lottery management services to charities and other non-commercial societies to enable them effectively to promote lotteries. These terms and conditions (the “Terms”) set out important information relating to playing the lotteries arranged by us.

By purchasing a Ticket for any Lottery you agree to be bound by these Terms, which will form a legally binding contract between you and us. Please ensure you have read and understand these Terms.

All defined terms in these Terms shall have the meanings as set out in clause 2 below.

- 1.1. The correspondence address for RLL is Barking House, Farndon Road, Market Harborough, Leicestershire LE16 9NP.
- 1.2. RLL makes arrangements for lotteries on behalf of the Societies. RLL is licensed and regulated by the Gambling Commission (“GC”) ([www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk)) and registered with operating licence number 000-031232-N-312315-010.
- 1.3. Each Society is licensed by the GC or registered with the appropriate local authority and each Lottery is promoted by the relevant Society and managed by RLL.
- 1.4. A minimum of 20% of the Proceeds of each Lottery shall be paid to the Society on whose behalf that Lottery is promoted.
- 1.5. All entries into and participation in a Lottery are strictly governed by these Terms. By entering a Lottery, a Player agrees to be bound by the Terms in force on the date of purchase of the Ticket. RLL reserves the right to refuse entry to any Lottery or to withhold any Prize if it has reasonable grounds to believe that these Terms have been breached.
- 1.6. RLL reserves the right to amend these Terms from time to time. The current Terms are posted on the Website, and RLL will provide a copy by post on receipt of a written request, together with a stamped address envelope, at the address set out in clause 1.1. Before any changes to the Terms come into effect, RLL will post notice of them on the Website, together with the revised Terms. If a Participant continues to play the Lottery after notification of any changes to these Terms, he/she shall be deemed to have accepted the amended Terms.

## 2. Definitions

Any words within these Terms which start with a capital letter shall have the following meanings:

“**Excluded Person**” means (a) all persons who do not meet the eligibility criteria set out in clause 3.1 and such other persons (or category of persons) as the GC may specify from time to time or as RLL or the relevant Society may specify; (b) any person who enters the Lottery but who does not comply with these Terms; and (c) any person who opts to become an Excluded Person pursuant to clause 8.1.

“**Expiry Date**” shall have the meaning set out in clause 5.2.

“**High Tier Prize**” means a cash Prize which is not a Low Tier Prize.

“**Lottery**” means any game arranged by RLL which is a Society Lottery for the purposes of the Gambling Act 2005 and whereby Players are required to pay to enter and Prizes are allocated by a process which relies wholly on chance.

“**Low Tier Prize**” means a Prize which is specified on the relevant Ticket, as a Prize that can be claimed directly from the Participating Retailer.

**“Participating Retailer”** means a retailer that has agreed to sell Tickets.

**“Player”, “you”** means a person who purchases a Ticket in accordance with these Terms.

**“Prize”** means a prize, whether in cash (pounds sterling) or any other such form which may have cash value attributed to it, won or distributed pursuant to a Lottery.

**“Proceeds”**, in relation to each Lottery, means the aggregate amount of monies paid by Players in respect of the purchase of Tickets in that Lottery.

**“Rules”** and **“Rules of the Lottery”** mean the rules governing a Lottery or Lotteries arranged by RLL, as published on the Website from time to time in accordance with the provisions of clause 1.6.

**“Society”** and **“Societies”** mean an entity or entities that is or are non-commercial societies for the purposes of s19 of the Gambling Act 2005, that is to say that they are established and conducted for charitable purposes, for the purpose of enabling participation in, or of supporting, sport, athletics or a cultural activity, or for any other non-commercial purpose other than that of private gain.

**“Society Lottery”** means a lottery promoted by and for the benefit of a Society or Societies.

**“Ticket”** means a ticket purchased by a Player to enable him or her to participate in a Lottery.

**“Website”** means RLL's website at [www.rieves.co.uk](http://www.rieves.co.uk).

### 3. Conditions of Entry

- 3.1. To enter a Lottery and to be eligible to win a Prize, Players must:
  - 3.1.1. be 18 years of age or over; and
  - 3.1.2. comply with these Terms and any other Rules of the Lottery.
- 3.2. Excluded Persons are ineligible to participate in any Lottery and shall not be entitled to receive any Prizes. If it is discovered that a Player is under 18, the monies that he or she has paid in respect of the purchase of Tickets shall be refunded to him or her.
- 3.3. All entry instructions communicated by RLL shall form part of the Rules of the Lottery which are available on the Website or can be obtained by a Participant sending a written request with a stamped addressed envelope to the address set out in clause 1.1.
- 3.4. In purchasing a Ticket for a Lottery, Players acknowledge and agree that not less than 20% of the Proceeds of that Lottery will be paid to the relevant Society or Societies.
- 3.5. By accepting a Prize from RLL, Players warrant that they:
  - 3.5.1. are eligible to win a Prize under clause 3.1; and
  - 3.5.2. fully understand that any misrepresentation of fact as to the Player's eligibility, whether intentional or unintentional, will make the Player an Excluded Person and accordingly ineligible to win a Prize.
- 3.6. RLL and any Participating Retailer reserve the right to request proof of identify (including age verification) at any time (including after a Ticket has been purchased) from any Player. If it is found that any Player was under the age of 18 at the time he/she purchased a Ticket, the stake paid for that Ticket will be returned to the Player and no Prize will be paid to him or her.
- 3.7. Each Player agrees to be bound by the Rules of the Lottery, these Terms, any applicable provisions of the Gambling Act 2005 and any relevant regulations made thereunder from time to time. RLL will not be liable for any loss or damage (including the right to receive a Prize) suffered by a Player if such Player has not complied with the Rules and/or these Terms and Rieves reserves the right to withhold payment of a Prize from any Player who is, or who Rieves reasonably believes is, in breach of these Terms.

#### **4 How to Enter the Lottery**

Each Ticket shall be sold by RLL or a Participating Retailer for the retail sales price stated on the Ticket; provided, however, that nothing in these Terms shall prevent RLL or any Participating Retailer (with RLL's consent) issuing Tickets to Players without charge in connection with promotional activity.

#### **5 Purchase and Prize Restrictions**

- 5.1 It is the Player's responsibility to check that any Ticket purchased by that Player is valid at the time of purchase. The Player must ensure that the Ticket has not been mutilated, altered or tampered with
- 5.2 A Ticket is valid until the Expiry date, which shall be detailed on each Ticket.
- 5.3 All Prizes must be claimed by the Expiry Date.
- 5.4 The Player is solely responsible for ensuring that the Ticket remains safe and in a good and legible condition. The Ticket is the sole evidence of participation of a Lottery and must be in the possession of the Player to enable him/her to claim a Prize.
- 5.5 Subject always to clause 9.6, RLL accepts no responsibility for lost, stolen, damaged or defaced Tickets.
- 5.6 The Player is responsible for claiming and ensuring that he receives the full value of the Prize to which he is entitled.
- 5.7 No Prize shall be paid to:
  - (a) any individual aged under 18, whether acting on his own behalf or on behalf of another person;
  - (b) such person or category of persons, which will always include Excluded Persons, as RLL may from time to time decide;
- 5.8 If notwithstanding clause 5.6. a Prize is paid to a person not permitted to be paid a Prize, such Prize shall be repayable by that person to RLL upon demand.
- 5.9 RLL and any Participating Retailer, in their sole discretion, may refuse to sell Tickets to any person without giving reasons for such refusal.

#### **6 Winning Tickets**

- 6.1 By providing your details to RLL you consent to RLL using those details in any marketing materials relating to the Lottery if you win a Prize, including using your name and the amount of any such Prize on its website.
- 6.2 The Society's decision as to whether or not a Ticket is valid shall be final and binding. Without prejudice to the generality of the foregoing, a Ticket will be deemed invalid and accordingly any Prize not paid, if:
  - 6.2.1 it is reasonably believed by RLL that the Ticket has been stolen;
  - 6.2.2 the Ticket does not appear on any records held by RLL for the purposes of identifying valid Tickets;
  - 6.2.3 the Ticket is counterfeit, has been forged in whole or in part or fails to pass the company's validation and security tests;
  - 6.2.4 the Prize has not been claimed by the Expiry Date;;
  - 6.2.5 it is reasonably believed that the Ticket was purchased by an Excluded Person;
  - 6.2.6 the Ticket is not fully legible or is mutilated, altered, incomplete or has been tampered with.
  - 6.2.7 the Ticket has not been sold in an authorised manner; or the Ticket has been printed in error; or
  - 6.2.8 the Player is in breach of these Terms.

## 7 Payment of Prizes

7.1 RLL reserves the right to withhold payment of any Prize until it is entirely satisfied as to the validity of a Ticket. RLL reserves the right to request proof of identity and capacity to claim from any Participant attempting to claim a Prize.

### 7.2 Low Tier Prizes

7.2.1 Low Tier Prizes, up to the amount shown on the Ticket and on the Website, can be claimed from a Participating Retailer or from RLL directly.

7.2.2 The Player is responsible for ensuring that the full Prize amount has been paid by the Participating Retailer or RLL.

7.2.3 Low Tier Prizes claimed directly from RLL will be paid by cheque or bank transfer, or such other method as RLL may decide from time to time.

7.2.4 To claim a Low Tier Prize from RLL, (if a Player has chosen not to claim the Low Tier Prize from the Participating Retailer) the Player must send his/her Ticket by post to RLL. Please email [admin@rieves.co.uk](mailto:admin@rieves.co.uk) for postal details.

### 7.3 High Tier Prizes

7.3.1 High Tier prizes, up to the amount shown on the ticket and on the Website, can only be claimed from RLL at the address on the back of the Ticket.

7.3.2 To claim a High Tier Prize, the Player should email [admin@rieves.co.uk](mailto:admin@rieves.co.uk). Once received and completed, submit by post to RLL at the address shown on the Prize Claim form. The winning Ticket must accompany any claims form.

7.4 All Tickets, claims forms and supporting documentation are sent to RLL at the Player's risk and RLL shall have no liability to pay out any Prize unless it receives the Ticket, the relevant claims form (if applicable) and any supporting documentation.

7.5 RLL will use its reasonable endeavours to provide any Prize to the Player within seven days of receiving the Player's Ticket and any other documentation required pursuant to this clause 7, but will not be liable in any way whatsoever for any late delivery / payment.

## 8 Responsible Gambling and Self-Exclusion

8.1 Any Player may opt at any time to be excluded from purchasing Tickets for future Lottery Draws by visiting a Participating Retailer.

8.2 Players may choose the length of the period during which they wish to be excluded (the "**Exclusion Term**"). Any Exclusion Term must be for a minimum period of six months and a maximum period of 5 years. During any Exclusion Term, the Excluded Person will not be permitted to purchase Tickets. RLL will keep a register of Excluded Persons who have self-excluded from gambling under this clause 8. At the end of an Exclusion Term, if a Player makes a positive request to begin gambling again, he or she will be given a 1 day cooling-off period before being able to purchase a Ticket.

8.3 Players should play responsibly. Information on how to gamble responsibly and how to access information about, and help in respect of, problem gambling can be found on the Website or be sending a written request, together with a stamped addressed envelope, to the address in clause 1.1. Alternatively, information is available from [www.begambleaware.org](http://www.begambleaware.org).

## **9 Limitation of Liability and Reservation of Rights**

- 9.1 Neither RLL or any of its partners, including any Participating Retailer and/or any Society, shall be liable to any Player or any other person for any of the following:
- 9.1.1 any interest of whatever nature claimed by any person in a lost or stolen Ticket, whether or not any party had been advised of the loss or theft prior to a payment of any Prize ;
  - 9.1.2 the payment of interest on any Prizes;
  - 9.1.3 any failure or delays in any delivery methods used by any Player or RLL; and/or
  - 9.1.4 any loss of opportunity to enter a Lottery for any reason whatsoever.
- 9.2 Nothing in these Terms shall exclude or limit RLL's liability:
- 9.2.1 for death or personal injury resulting from RLL's negligence; or
  - 9.2.2 for fraud or fraudulent misrepresentation; or
  - 9.2.3 for any other liability that cannot be excluded or limited by law.
- All warranties, conditions and guarantees relating to the Lottery made by or on behalf of RLL, whether express or implied by law, in the course of dealing or otherwise, are excluded to the maximum extent permitted by law.
- 9.3 RLL is not responsible for any loss or damage which is caused as a result of its failure to comply with these Terms, if such loss or damage is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of RLL's breach or if it was contemplated by the Player and RLL at the time the Player purchased a Ticket.
- 9.4 Rieves shall not be liable for any loss suffered by any Player as a result of any computer virus, network failure, bug, tampering, unauthorised intervention, fraud, technical failure or any other cause beyond Rieves' control that corrupts or affects in any way the administration of any Lottery and Rieves may, at any time, suspend or cancel a Lottery as a result of such event.
- 9.5 Subject to clauses 9.2 and 9.6, RLL's total liability to any Player, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms or any Lottery shall be limited to the amount of any Prize which would have become due to that Player.
- 9.6 Nothing contained in these Terms shall affect the statutory rights of any Player.

## **10 Complaints**

RLL's complaints procedure is published on the Website. Players can email RLL at [admin@rieves.co.uk](mailto:admin@rieves.co.uk) in the event of a complaint or to express any issues or concerns with any aspect of the Lottery.

## **11 Dispute Resolution**

RLL subscribes to [IBAS](#), an independent arbiter. Should a complaint relating to the outcome of the gambling transaction shall be deemed a dispute not be resolved to a Player's satisfaction, RLL will refer the matter to IBAS or, if preferred, to the Society.

## **12 Intellectual Property**

Unless otherwise stated, all intellectual property rights in the Tickets, any promotional material or other literature used in connection with the Lottery or any other rights generated as a result of the operation of a Lottery shall be the property of RLL.

## **13 Data Protection**

All information provided by Players to RLL for the purposes of the Lottery will be stored, managed and used by RLL in accordance with current data protection legislation.

## **14 Governing Law**

These Terms are governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

## **15 Insolvency**

The Proceeds of the Lotteries managed by RLL are held in a charity client trust account. In the event that RLL is declared insolvent, any Proceeds due to be paid to a Society are protected and the creditors of RLL will have no recourse to such monies held on trust.