

JULIA'S HOUSE

WEEKLY LOTTERY TERMS AND CONDITIONS

1. These Terms and Conditions are the rules of the Julia's House (herein known as the "Charity" Lottery Draw. By joining and playing the draw, the entrant is bound by these rules. You may not accept all or any part of these rules, and your participation in the draw will be cancelled if you reject any or part of the following.
2. The Charity runs a lottery with the sole beneficiary after prizes and expenses being the Charity. The lottery is licensed and regulated by the Gambling Commission under the Gambling Act 2005; Licence No. 000-039939-N-319913-009 in accordance with the Gambling Act 2005 and for this purpose is defined as a "Society Lottery".
3. The Charity wishes to conduct its lottery in a fair and socially responsible way, and to endorse responsible gambling. We will review the terms and conditions six monthly as well as updating them as required by law from time to time.
4. The responsible person is Martin Edwards who may be contacted at the address at the end of this document. The responsible person is not eligible to play the 'Charity Lottery'.
5. Each chance in the lottery costs £1, and only all participants who have paid the subscription before the commencement of the draw will be eligible and have equal chance to win a prize.
6. To promote responsible gambling we will only allow any individual to purchase up to 20 chances per week.
7. To enter the draw you must be aged 16 years or over. It is an offence for anyone under the age of 16 years to participate in a lottery. The Charity will, where appropriate, carry out checks to verify this requirement, if necessary including seeking confirmation from relevant agencies that can provide such information.
8. Should a prize winner be found to be under the age of 16 we will refund their money and withhold the prize, additionally the charity reserves the right to reclaim any prizes issued in error.
9. The Prize fund will be 30% of total proceeds up to a maximum of £1500 per week.
10. The draw will be made by a random number generator every Friday and will be witnessed by two people. The winning numbers will be published on the charity website www.juliashouse.org no later than 5 working days after the draw has taken place. To request a list of winners please contact the responsible person named at the end of this document.
11. Winners will receive their prizes by cheque or bank transfer no later than ten working days after the draw has taken place, addressed to the details of the player held by the lottery on the day of the draw. Winners do not have to make a claim and all prizes will be paid automatically. All winners will be notified by post.

12. All participants in the draw are responsible for providing the charity with up to date contact details. The Charity will not be liable for any loss incurred by the entrant caused by the failure of the entrant to inform the Charity of any changes or errors to their details.

13. The Charity reserves the right to postpone any lottery draw for a period of no longer than 14 days; in the event of an emergency. Details of any postponement will appear on the Charity website www.juliashouse.org

14. Any uncashed or unclaimed prizes will be deemed as a donation to the Charity after the period of six months.

15. Following cancellation of your lottery membership, you may request a refund of the left-over pennies remaining on your account by contacting our lottery office on 01202 644220 or sending a written request to our lottery office. After a period of 6 weeks any remaining monies left on a player's account will be deemed as a donation to the Charity.

16. New members will be sent a welcome letter advising them of their randomly selected draw number(s) and a personal membership number. This communication will also include, if relevant, details of the Direct Debit guarantee and any other relevant information to be able to satisfy legislation.

17. Payments can be made by Direct Debit, Credit/Debit card or advance cheque. We do not accept cash as payment for lottery chances. If we receive any cash by mistake we must:

- Inform the customer that we do not accept cash
- Return the cash to the customer by special delivery
- Record the date received and date returned.

18. The Charity will comply with all Data Protection Act requirements to protect your personal data. Any individual has the right to request information held about them. To gain access to this information, please contact the responsible person for the lottery at the end of this document.

19. The Charity cannot accept liability for the loss of, delays in or theft of any communication sent by post, email or fax; nor for any delays in the banking system.

20. Membership may be cancelled at any time, although those received after 12:00 hours on a Thursday may not be actioned until after the weekly draw. To cancel please contact the lottery office on 01202 644220 or email us on lottery@juliashouse.org If members cancel, any refund of advanced payments will be at the discretion of the responsible person. Refunds will be made within 10 working days of the request being accepted.

21. If we are notified that a participant in the lottery is deceased, we will freeze the associated account and any unclaimed prizes if applicable. The Charity will use all reasonable efforts to contact the personal representatives or executors of the entrant to establish their wishes in relation to those funds. If the Charity is not able to contact the personal representatives or executors of the entrant, it may at its discretion, return the funds to the bank account registered to the entrant if payment was made by Direct Debit. If the Charity is not able to return the funds to that account, it will hold the funds for six months from the date we became aware the entrant was deceased. After this time, the funds will be deemed a donation to the Charity.

The personal representatives or executors may contact the Charity to claim the funds at any time during the six month period and, as long as they can provide any information the Charity reasonably requires, the Charity will then refund the funds to the estate. No interest will be payable in respect of monies refunded.

22. All monies received as advanced payments will be held in a ring fenced bank account prior to each draw being made, and will not be applied to any other use than that of funding entries into the draw prior to the draw. In the event of the society becoming insolvent no guarantee is implied or given that refunds will be made. This covers the 'Basic' Risk rating as identified by the Gambling Commission. Further information can be found at <http://www.gamblingcommission.gov.uk/Consumers/Protection-of-customer-funds.aspx>

23. We reserve the right not to accept an application, or to cancel an existing subscription without giving reason and at our absolute discretion.

24. Members wishing to self-exclude can do so by contacting the Lottery Office, but will not be able to re-join the lottery for a period of 6 months from the date of self-exclusion. Further details and a self-exclusion request form can be found on www.juliashouse.org, the Charity website.

25. Complaints and Disputes Procedure

In the event that a customer has encountered a problem or has a concern to raise in respect of the lottery, then the Charity advises the customer to contact the office on 01202 644220 or by post to:

Julia's House
Barclays House
1 Wimborne Road
Poole
Dorset
BH15 2BB
Telephone Complaint: Stage 1

The Charity will ensure all complaints are recorded and documented. At the point of which a complaint is received we will take the following information:

- Your name
- Telephone number
- email address
- Postal address
- The date, nature and a brief outline of the complaint.

The complaint receiver will explain that your complaint or concerns will be passed onto the responsible person or other suitably appointed person, for their urgent attention and that they will contact you personally to investigate the complaint or dispute.

Contact will normally be made within 24 working hours. The Charity will take time to listen to you and take a more detailed description of the complaint or dispute. We will attempt to deal with your problem or concern over the telephone where possible. If this is not possible, the responsible person or other suitable appointed person will explain to you what investigations and actions will take place

relating to their concerns and that we will formally respond to you with the outcome and actions taken within 10 working days of the problem or concern being raised.

You will be asked if you are happy with what is suggested and also that you understand the procedure. If necessary, the responsible person or other suitably appointed person will assure you that your personal details will not be revealed –this is sometimes necessary if a complaint is received about a member of the canvassing or fundraising teams.

Once the responsible person or other suitable appointed person has established the facts concerning the complaint or dispute you will be contacted and informed of the results of the enquiry and what actions have been taken.

All complaints are logged on the complaints log sheet, detailing the individual's contact details, details of the administrator that has dealt with the complaint, the nature of the complaint and what steps were taken to resolve the complaint.

Written Complaint: Stage 1

Written complaints should include the following information:

- Nature of the complaint
- Date that the incident happened
- People you have previously contacted
- What you would like us to do to put things right

We will issue a written acknowledgement of the complaint within 48 hours of receipt.

All details will be entered onto our internal complaints log at this point.

From the date of acknowledgement, we will aim to complete our enquiries and resolve the complaint to your satisfaction within 10 working days. During this time, we will complete our investigations and respond formally in writing to you giving details of the outcomes to our investigation.

All complaints are logged on the complaints log sheet, detailing the individual's contact details, details of the administrator that has dealt with the complaint, the nature of the complaint and what steps were taken to resolve the complaint.

Complaints Stage 2

If after Stage 1 you feel that our outcomes and resolutions have not reasonably met your expectations, we request that you put your complaint in writing to:

The Development Director
Julia's House
Barclays House
1 Wimborne Road
Poole
Dorset
BH15 2BB

We will acknowledge receipt within 48 hours and log all details onto the Complaints Log.

The complaint and outcomes will then be further reviewed and a formal response will be made in writing within 10 working days of acknowledgement.

Complaints Stage 3

If after Stage 2 you still feel that our outcomes and resolutions have not reasonably met your expectations, we request that you forward your complaint in writing to:

The Chief Executive
Julia's House
Barclays House
1 Wimborne Road
Poole
Dorset
BH15 2BB

We will acknowledge receipt within 48 hours and log all details onto the Complaints Log.

The complaint and outcomes will then be further reviewed and a formal response will be made in writing within 10 working days of acknowledgement.

Complaints Stage 4

If after Stage 3 you feel that our outcomes and resolutions have still not reasonably met your expectations, we request that you forward your complaint in writing to:

The Board of Trustees
Julia's House
Barclays House
1 Wimborne Road
Poole
Dorset
BH15 2BB

We will acknowledge receipt within 48 hours and log all details onto the Complaints Log.

The complaint and outcomes will then be further reviewed and a final formal response will be made in writing within 28 working days of acknowledgement.

Complaints Stage 5

In the event that after stage 4 a written complaint cannot be resolved by the lottery team or representatives of the Charity; the Charity will provide free third party arbitration via IBAS.

Independent Betting and Adjudication Service
PO Box 62639
London
EC3P 3AS

Telephone: 020 7347 5883

Fax: 202 7347 5882

Email: adjudication@ibas-uk.co.uk

A copy of this complaints procedure is available to all customers on request. Any complaints or disputes that are not resolved by this complaints procedure are referred to the Independent Betting and Adjudication Service.

The complaints log sheets and written complaints will be kept on file for 3 years.

26. The Charity is a member of The Hospice Lotteries Association. This organisation makes a financial contribution on behalf of their members to the Responsible Gambling Trust a charity that carries out research into problem gambling and the treatment of problem gambling. If you are gambling more than you want to or are concerned that an individual may be a problem gambler, advice is available at www.gamcare.org.uk or contact the national telephone helpline free on 0808 8020 133 from 8am to midnight seven days a week.

27. The Charity reserves the right to make changes to these rules and will publish any changes 28 days in advance on the charity website, as required by law.

The Responsible Person: Martin Edwards

Registered address: Julia's House Ltd
Barclays House
1 Wimborne Road
Poole
BH15 2BB
Telephone 01202 644220
Registered Charity No. 1067125
Gambling Commission License Number, 000-039939-N-319913-009