



## The Rules of Torbay Lottery

### 1. Introduction

- 1.1 Torbay Lottery ("the Lottery") will be operated as a Local Authority Lottery under the Gambling Act 2005 as amended ("the Act")
- 1.2 The Lottery is promoted by Torbay Council and conducted for the benefit of the good causes listed from time to time as participating good causes.
- 1.3 The Lottery is administered by Gatherwell Ltd, Gatherwell Ltd, Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA, acting for Torbay Council as the participating Society.
- 1.4 Gatherwell is certified as an External Lottery Manager ("ELM") by the Gambling Commission (Account No. 36893)

### 2. Definitions

"Act" The Gambling Act 2005

"Lottery" Torbay Lottery

"Draw" The process by which winners are selected

"Gatherwell" Gatherwell Ltd

"Member" An individual who has registered with the Lottery

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

"Chance" The entry into the Lottery

"Society" Torbay Council which participate and promote the Lottery from time to time

"Promoter" The registered promoter of the lottery for Torbay Council

"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 explained in Rule 9.1

### **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, during the purchase of Lottery 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), (b) and (c) above then you will not be entitled to receive that prize.
- 3.3 In order to comply with the Act, lottery chances that have been purchased are prohibited from being subsequently refunded.
- 3.4 By entering into the Lottery, you agree to be bound by the Rules, and applicable provisions of the Act and any relevant regulations made there under from time to time. The Society shall not 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. The Rules may be amended by Gatherwell from time to time.

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

- 4.1 You can only enter the Lottery by registering with the Lottery via the completion of an application form which will be published in a variety of forms from time to time.
- 4.2 Registration will require you to provide the following information:
- (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, in order to ensure compliance with the Act.
  - (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 date of birth.
  - (b) Your e-mail address.

- 4.4 You will also be required to provide information relating to the purchase of your Chances. Payment may be made via the following methods and the relevant information will vary depending upon the payment method.
- (a) Direct Debit - 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) Debit Card - Information required will include card number, expiry date and card security number.
  - (c) Any other made method made available by Gatherwell from time to time - The information required will depend upon the payment method.
- 4.5 Gatherwell shall be entitled to take any steps necessary to verify the above information and to process your registration. Gatherwell may (in its absolute discretion) refuse to accept an application for an individual to become a Member of the Lottery.
- 4.6 Following registration Gatherwell will send you confirmation of your entry. If you have chosen to pay by Direct Debit you will receive an Advance Notification Letter.
- 4.7 It is your responsibility to ensure that the personal information you provide to us is accurate.
- 4.8 If you discover any error in your name, address or any other details provided to Gatherwell as part of your registration, when you receive your confirmation, then you must correct this by notifying Gatherwell in writing or by e-mail. Gatherwell will make any required corrections as soon as reasonably possible. Gatherwell shall not 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 Gatherwell shall only become effective once the correction has been made.
- 4.9 Each Game Number is unique to you. When registering for tickets, you will have the choice of selecting a 6 digit number yourself or allowing a randomly generated number to be allocated to you. You may subsequently amend this Game Number, if you wish, at any time.

## **5. Payment**

- 5.1 Payment for Chances may be made by the following methods:
- (a) Direct Debit.
  - (b) Debit Card.
  - (c) Any other method made available by Gatherwell from time to time.
- 5.2 Payment for Chances are made directly to Gatherwell. Therefore:

- (a) Direct Debit payments will be referenced as either Gatherwell or Torbay Lottery on your bank statement.
  - (b) Any other method made available by Gatherwell from time to time would also be referenced as or be payable to Gatherwell or Torbay Lottery on any appropriate documentation.
- 5.3 The price for each Chance is £1 or such other sum as Gatherwell may from time to time notify to you.
- 5.4 Your Chances and therefore associated Game Number(s) will not be entered into the Draw unless Gatherwell has received all amounts payable (cleared funds) relating to your Game Numbers relating to your Chances by 23:59 on the Friday 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 details included in official statements from the bank with which the Gatherwell's bank accounts operate.
- 5.5 Direct Debit payments will be entered into the first available draw 3 working days after the collection has been made from your bank account. You will be notified of your first draw date by email.
- 5.6 You may cancel your entry into the Lottery by notifying Gatherwell in writing or by e-mail (or via any other methods specified by Gatherwell from time to time). Upon receipt of this notice Gatherwell will;
  - (a) Cancel future Direct Debit payments as soon as is reasonably practicable.
  - (b) In accordance with the Act and as described in Rule 3.3 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 your Chances into future Draws.
- 5.7 Gatherwell may cancel your entry into the Lottery (in its absolute discretion) at any time. Gatherwell will notify you 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, Gatherwell shall not 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.

## **6. Protection of customer funds**

- 6.1 Gatherwell transfer customer funds within 14 working days of receipt into a separate client account on behalf of the societies we act for and these funds are transferred to the Society on a regular basis. All remote operators licensed by the Gambling Commission have an obligation to hold separate accounts for proceeds. This is to protect the player in the event of an insolvency incident. Gatherwell have assessed that they offer a 'Medium' rated level of protection as classified by the gambling commission

## **7. Ticket Numbers**

- 7.1 Ticket numbers can be chosen at the time of purchase, either by self-selection or by a "Choose for me" option where a random combination will be selected.
- 7.2 Ticket Numbers can be amended at any time, however for the avoidance of doubt ticket numbers amended after 23.59 on the Friday prior to a draw will not become effective until after the next draw has concluded.

## **8. Changes to Member Details**

- 8.1 Any changes to your details as provided by you upon registration should be notified to Gatherwell in writing or by e-mail. Changes to the bank or building society specified during registration will require the completion of a new Direct Debit Instruction. Further information regarding this can be obtained from Gatherwell upon request.

## **9. Draws**

- 9.1 The Draw process is based upon the results of the Australian National Lottery Super66 game, as published on the Lottery West website ([www.lotterywest.wa.gov.au](http://www.lotterywest.wa.gov.au)). The Winning Number for each weekly draw shall be the six digit number generated as follows:
- (a) the Winning Number shall be the six digits (in the same order) of the Australian National Lottery Super66 draw which takes place on the Saturday night of the same week.
- 9.2 In order to comply with the Act only those Chances for which payment has been received are eligible for entry into the Draw.
- 9.3 In the event that the Super66 draw as described in Rule 9.1 does not occur or is declared void on a single occasion then the Winning Number shall be determined in the same way but from an alternative lottery game. Details of such an occurrence will be published on the Lottery website.
- 9.4 In the event that the Draw process in Rule 9.1 ceases to occur or is subject to fundamental change which prevents a Winning Number being selected then Gatherwell reserves the right to select an alternative Draw process. Such an alternative Draw process would be selected on the basis that the basic principles of the Draw as described in Rule 9.1 would continue and the basic principles of how winners would be selected would continue as described in Rule 10. Such changes will be published on the Lottery website.

9.5 Gatherwell and the Lottery are not related in any way to the Australian National Lottery, the National Lottery, Camelot Group PLC or any other organisation involved in the operation of the National Lottery.

9.6 The winning probabilities for prizes are as follows:

Number of matches	Matching patterns*	Odds
6	NNNNNN	1,000,000:1
5	NNNNNn or nNNNNN	55,556:1
4	NNNNnn or nnNNNN	5,556:1
3	NNNnnn or nnnNNN	556:1
2	NNnnnn or nnnnNN	56:1

\*N is a match, n is not. So NNNNNN is 6 matches and nnnnnn is no matches

## 10. Prizes

10.1 Prize winners will be determined by whether a Members Game Number relating to a Chance in the Lottery matches the Winning Numbers as described in Rules 9.1 and 9.6 dependent that the Chance relating to the Game Number in question complies with Rules 9.2.

10.2 Prizes are issued as follows:

Number Of Matches	Prize
6	£25,000
5	£2,000
4	£250
3	£25
2	3 extra tickets

10.3 The promoter reserves the right to amend the prize structure at any time. Any such changes will be published on the Lottery website at least one month prior to a change being made.

10.4 Each Game Number shall only be entitled to win one prize in one Draw. The prize won will relate to the highest value prize.

- 10.5 The results of each Draw will be published on the Lottery website within one week of the date of the draw and may also be published in any other manner determined by Gatherwell Ltd from time to time.
- 10.6 Winners will be notified by email within two weeks of the date of the draw. Such notification will include a link to claim the prize to the value of the prize won by the Member.
- 10.7 Gatherwell 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.
- 10.8 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.
- 10.9 There are no alternatives to the prizes offered from time to time and no interest is payable.
- 10.10 Any unclaimed prizes will be re-credited to the Gatherwell main account after a period of six months has elapsed.

## **11. Suspension of the Lottery**

- 11.1 The promoter may (at its absolute discretion) suspend the Lottery for any period of time. During such period, Gatherwell 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.

## **12. Liability**

- 12.1 Neither Gatherwell nor any of the Societies participating in the lottery from time to time 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 Gatherwell or you from time to time.
  - (b) Any delays or failures in any systems used by Gatherwell or you to transmit e-mails.

- (c) Any failure in any software or other systems used by Gatherwell for the administration of the Lottery.
- (d) Any delays of failures in the banking system used by Gatherwell or you.
- (e) Any refusal by Gatherwell to accept registration of an individual as a Member or the cancellation of a Member by Gatherwell.
- (f) Any failure to enter your Chance into the Draw.
- (g) Any event beyond the reasonable control of Gatherwell.

12.2 Neither Gatherwell nor any of the Societies participating in the lottery from time to time 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).

### **13. Complaints**

13.1 Please see our Complaint Procedure.

### **14. Contact Address**

14.1 All correspondence should be sent to the following address:

Torbay Lottery

Gatherwell Ltd

Lytchett House, 13 Freeland Park

Wareham Road

Poole

Dorset

BH16 6FA