

BERKSHIRE COUNTY SPORTS CLUB 500 CLUB LOTTERY

Terms and Conditions

Last updated 4th February, 2020

1 Definitions

- 1.1. "Terms and Conditions" – The terms and conditions written in the clauses of this document.
- 1.2. "Act" – The Gambling Act 2005.
- 1.3. "Lottery" – The BCSC 500 Club Lottery.
- 1.4. "Small Society Lottery" – The Lottery run on behalf of a society.
- 1.5. "Draw" – The process by which winners are selected
- 1.6. "Berkshire County Sports Club" "We" "Our" – the promoter.
- 1.7. "On-Line Application Form" – A form which a person completes to register as a Player of the Lottery.
- 1.8. "Player" "You" "Your" – An individual who has, or will, register with the Lottery.
- 1.9. "Rules" – The rules of the Lottery as set out below and amended from time to time.
- 1.10. "Society" – The good cause(s) or charity(ies) which participate and promote the Lottery.
- 1.11. "Promoter" – The registered or licensed promoter of the Lottery.
- 1.12. "Lottery Proceeds" – Money which a Player pays to Berkshire County Sports Club for entry into the Lottery.
- 1.13. "Lucky Numbers" – The numbers used to identify individual entries into the Lottery.
- 1.14. "Entry" "Entries" – A Player's set of Lucky Numbers put into a Lottery Draw as a chance to win a prize.
- 1.15. "Winning Number" – The winning number in a Lottery. See 7.3.
- 1.16. "Good Cause Fund" – A fund used by PPS to support current Societies in the promotion of their lottery from time to time
- 1.17. "Administration Fees" – No fees are charged to run this Lottery.

1.18 "Website" – The Berkshire County Sports Club Website.

2. Introduction

2.1. The Lottery is administered by Berkshire County Sports Club, licensed by Wokingham Borough Council and compliant with the gambling act 2005, small society lottery SSL0354.

2.2. The Lottery is promoted by the Promoter and conducted for the benefit of the Society.

2.3. When you enter the Lottery, you enter and support Berkshire County Sports Club.

3. Registration

3.1. You can register for the Lottery by the completion of an Application Form which can be found on the website. <https://www.berkshirecountysports.club/500-club-lottery>

3.2. It is an offence for anyone under the age of 16 years to participate in a Lottery. The Gambling Act 2005 states that Berkshire County Sports Club has a statutory duty to verify that a Player and potential Player is 16 or over.

3.3. Berkshire County Sports Club will, where appropriate, carry out checks to verify this requirement, including seeking confirmation from relevant agencies who can provide such information if necessary.

3.4. Registration will require you to provide the following information:

3.4.1. Your name and email address, so that we can write to you to confirm your entry into the Lottery and contact you if you have won a prize.

3.4.2. Confirmation that you are over 16 years of age, in order to ensure compliance with the Act.

3.4.3. The number of Entries in the Lottery you wish to purchase.

3.5. Berkshire County Sports Club will also ask you to provide the following information;

3.5.1. Your contact telephone number.

3.5.2. Your date of birth.

3.5.3. Your mobile phone number.

3.6. Payment may only be made by standing order which you set up with your bank. We cannot accept Direct Debits as this increases the costs, reducing the refurbishment funds.

3.6.1. Standing orders may be set up via online banking or via a written mandate. This mandate is available to download from the website.

3.6.2. Any other method made available by Berkshire County Sports Club from time to time – The information required will depend upon the payment method.

3.7. Lucky Numbers will be issued to you each month. 1 Lucky Number for each £10 staked

3.8. Once each monthly payment has been received your number(s) will be entered into the draw. If payment is not received on the 28th day of each month you will be notified and removed from the lottery.

3.9. It is your responsibility to ensure that the personal information you provide to us is accurate.

3.10. No application is deemed to have been accepted unless and until players have submitted a valid, completed Application Form; and payment via standing order has been received in cleared funds for the full amount.

3.11. Berkshire County Sports Club reserve the right not to accept an application or to cancel an existing subscription at our absolute discretion. Any such rejection or cancellation may be reconsidered on submission of a written appeal to us.

3.12. Berkshire County Sports Club may reject any application without giving a reason at their absolute discretion.

4. Changes to Member Details

4.1. It is your responsibility as the player to advise us of any change of address or any other membership details deemed necessary.

4.2. If you discover any error in your name, address or any other details provided to Berkshire County Sports Club as part of your registration you must correct this by notifying Berkshire County Sports Club by e-mail to bcstrustees@gmail.com

4.3. Berkshire County Sports Club will make any required corrections as soon as reasonably possible.

4.4. Berkshire County Sports Club 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.

4.5. Any correction notified to Berkshire County Sports Club shall only become effective once the correction has been made.

4.6. Changes to the bank or building society specified during registration will require the completion of a new Standing Order mandate. Further information regarding this can be obtained from Berkshire County Sports Club upon request.

5. Entry and Verification

5.1. Only registered players can be entered into the Lottery.

5.2. You may not buy or claim to buy Lottery chances on behalf of any other person.

5.3. Members and officers of Berkshire County Sports Club are not precluded from playing the Lottery.

5.4. Entries that have been purchased and entered into a Draw for which they were intended are prohibited from being subsequently refunded.

5.5. 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. Berkshire County Sports Club 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.

5.7. The Rules may be amended by Berkshire County Sports Club from time to time.

6. Payment

6.1. The price for each Entry is £10 or such other sum as Berkshire County Sports Club may from time to time notify to you.

6.2. Payment for Chances may be made by the following methods:

6.2.1. Standing Order.

6.2.2. Any other method made available by Berkshire County Sports Club from time to time.

6.3. Payment for Entries are made directly to Berkshire County Sports Club. Therefore:

6.3.1. Standing Order payments will be referenced as Berkshire County Sports Club on your bank statement.

6.4. In order to comply with the Act only those entries for which payment has been received in advance are eligible for entry into the lottery.

6.4.1. Your entries and therefore associated Lucky Number(s) will not be entered into a Draw unless Berkshire County Sports Club has received all cleared funds relating to your entry(ies) by 5:00pm on the 28th day of each month.

6.4.2. If there is a dispute regarding whether Entries have been paid for then such dispute shall be resolved by reference to details included in official statements from the bank with which the Lottery's bank accounts operate.

6.4.3. It is a Player's responsibility to check that payments being made are correct from.

6.5. Entries will cease when no further payments are received.

7. Draws

7.1. The Draw will normally take place on the first Saturday after the 28th day of each month.

7.2. Berkshire County Sports Club will endeavour to conduct a Lottery on that day. Where this is not possible, it will be conducted as soon after as possible.

7.3. The Winning Number shall be drawn by an automated random number generator.

8. Prizes

8.1. Prize winners will be determined by whether a member's Lucky Numbers that have been entered into a Draw and match one of the three Winning Numbers.

8.2. The prize fund is set based on the number of players entered and paid up by 28th of each month.

50 players or more, the monthly prizes will be;

1st Prize £100

2nd Prize £50

3rd Prize £10

100 players or more, the monthly prizes will be;

1st Prize £150

2nd Prize £75

3rd Prize £25

250 players or more, the monthly prizes will be;

1st Prize £500

2nd Prize £150

3rd Prize £50

500 players or more, the monthly prizes will be

1st Prize £1000

2nd Prize £300

3rd Prize £100

8.3. Prizes are issued as follows:

8.3.1. 1st number drawn, will be the first prize.

8.3.2. 2nd number drawn, will be the second prize.

8.3.3. 3rd number drawn, will be the third prize.

8.4. Prize winners are notified by email within 7 days of the Draw taking place. Payment will be made within 28 days.

8.5. Weekly Winning Numbers are published on the Website and may also be communicated in publicity materials and on the information screens at the club. They are also available from the Berkshire County Sports Club on request within one week of the Draw.

8.6. All prizes will be paid by means of direct bank transfer into a player's bank account.

8.7. Berkshire County Sports Club reserves the right to amend the prizes at any time. Any such changes will be published on the Website at least one month prior to a change being made.

8.8. Berkshire County Sports Club 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.

8.9. Upon winning any prize in the Lottery, you may be required to prove you have met the criteria specified in these Terms and Conditions, in order to claim your prize.

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

9. Entry Cancellation

9.1. You may cancel your entry into the Lottery by notifying Berkshire County Sports Club in writing via

9.1.1. E-mail to bcstrustees@gmail.com

9.2. Upon receipt of your cancellation, Berkshire County Sports Club will;

9.2.1. Inform you by email that your data has been removed from the lottery database but that you will still receive promotional information from Berkshire County Sports Club. You may opt out of these communications at any time.

9.3. If you pay by Standing Order, you must cancel your payment with your bank. Berkshire County Sports Club is unable to cancel Standing Orders on behalf of Players. If you continue to pay, you will continue to be entered into draws.

9.4. If you wish to re-join a lottery at a future date, you must complete a new registration

10. Lottery Cancellation

10.1. The Promoter, Berkshire County Sports Club may, without giving reason or notice, decline to accept an application; terminate or suspend the scheme or cancel an existing subscription in any of which events Berkshire County Sports Club shall not be liable to the applicant or subscriber for any actual or perceived loss, damage or liability thereby arising other than for the return of any monies held on account of future Lotteries and the award of prizes for Lotteries conducted prior to such termination or suspension of the BCSC 500 Club Lottery or cancellation of a subscription.

10.2. The Promoter's decisions required to be made pursuant to these Terms and Conditions shall, once made, be final and binding.

10.3. Save where the Terms and Conditions expressly provide otherwise, Berkshire County Sports Club shall not be obliged to respond to or to enter into any correspondence.

10.4. Berkshire County Sports Club will write to inform you of the last Draw date and outline options and actions you may wish to take:

10.5. Where you continue to pay into Berkshire County Sports Club after the final draw which you will be entered into has occurred, your money will be donated to the BCSC development fund.

11. Suspension of the Draw

11.1. Berkshire County Sports Club may (at its absolute discretion) suspend the Lottery for any period of time. During such period, Berkshire County Sports Club shall retain all Lottery Proceeds that have not been used to pay for Entries in previous Draws in a Segregated bank account status. This is considered medium rated protection by the Gambling Commission.

11.2. 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. Self-Exclusion

12.1. An instruction to be self-excluded, as defined in the Gambling Act 2005, from Lotteries may be submitted in writing, emailed or telephoned through to Berkshire County Sports Club.

12.2. Customers wishing to use this facility will not be able to re-join the Lottery for a minimum of 6 months from the date of exclusion.

12.3. A copy of the self-exclusion procedure is available by request from Berkshire County Sports Club.

13. Liability

13.1. Berkshire County Sports Club shall not be liable to you for any loss or damage suffered by you arising from:

13.1.1. Any delays or failures in the postal service or other delivery methods used by Berkshire County Sports Club or you from time to time.

13.1.2. Any delays or failures in any systems used by Berkshire County Sports Club or you to transmit e-mails.

13.1.3. Any failure in any software or other systems used by Berkshire County Sports Club for the administration of the Lottery.

13.1.4. Any delays or failures in the banking system used by Berkshire County Sports Club or you.

13.1.5. Any refusal by Berkshire County Sports Club to accept registration of an individual as a Member or the cancellation of a Member by Berkshire County Sports Club.

13.1.6. Any failure to enter your Chance into the Draw.

13.1.7. Any event beyond the reasonable control of Berkshire County Sports Club.

13.2. Berkshire County Sports Club shall not 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).

14. Complaints

14.1. Any complaints relating to the Lottery should be sent in writing to Berkshire County Sports Club using the email address bcstrustees@gmail.com, giving full details of the complaint and supporting documentation.

14.2. The Promoter's decisions made pursuant to the Rules shall be final and binding.

14.3. Save where the Rules expressly provide otherwise, Berkshire County Sports Club shall not be obliged to enter into any correspondence.

14.4. All complaints and disputes will be dealt with in accordance with our policy. In the event a dispute cannot be resolved then it may be referred to the Independent Betting Adjudication Service (IBAS). IBAS is a free to use service.

IBAS contact details:

Independent Betting Adjudication Service

PO Box 62639

London

EC3P 3AS

Telephone: 020 7347 5883

Email: adjudication@ibas-uk.co.uk.

15. Privacy

15.1. Berkshire County Sports Club is committed to protecting your privacy. A copy of our Privacy Policy is available from Berkshire County Sports Club. Data that we collect from you is used lawfully in accordance with the Data Protection Act 2018.

16. Changes

16.1. Berkshire County Sports Club reserves the right to amend or modify these terms at any time. You will be notified of material changes. Minor changes will be displayed on the Website, you are therefore advised to regularly check the Terms and Conditions for such amendments or alterations.

Email: bcstrustees@gmail.com

Web: <https://www.berkshirecountysports.club/500-club-lottery>