

# Public Document Pack

## NORTH HERTFORDSHIRE DISTRICT COUNCIL

### OVERVIEW AND SCRUTINY COMMITTEE

TUESDAY, 22ND JUNE, 2021

### SUPPLEMENTARY AGENDA

Please find attached Appendix 1 – Gatherwell Policies relating to the item below:

Agenda No	Item
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- |     |   |
|-----|---|
| 14. | <b><u>NORTH HERTFORDSHIRE COMMUNITY LOTTERY - NEW POLICIES</u></b><br><b>(Pages 3 - 28)</b> |
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REPORT OF THE SERVICE DIRECTOR – COMMERCIAL

To consider the Community Lottery – New Policies report prior to consideration by Cabinet.

Appendix 1 had originally been published as a Part 2 Item, but is now included in Part 1.

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## Social Responsibility in Gambling Policy

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Policy Name	Social Responsibility in Gambling Policy
Policy Purpose	Ensuring the promotion of social responsibility in gambling.
Policy Created By	XXXXXXXXXX
Policy Created date	January 2017
Policy Validated and Checked By	XXXXXXXXXX
Policy Validated and Checked Date	January 2017
Policy Renewal Date	January 2018

## Policy Detail

1. North Herts District Council is aware of its social responsibility to protect individuals from excessive and addictive gambling.
2. Limits are in place to ensure individuals cannot buy excessive numbers of tickets;
  - 2.1. This therefore restricts the capability for individuals to gamble beyond their means or gamble what they cannot afford.
  - 2.2. These limits will be monitored to see how many players reach them and may be reduced correspondingly if required.
  - 2.3. These limits are clearly highlighted at the point of purchase online.
3. Accounts require validation and set up.
  - 3.1. In the instances of direct debit the Direct Debit Guarantee ensures a time lag between ticket purchase and the first draw.
  - 3.2. As draws take place once per week, ticket purchases are therefore not capable of being purchased for immediate play and,
  - 3.3. for internal process reasons even debit card payments cannot facilitate instant play into a draw for that week and a minimum of one days lag will be effective.
  - 3.4. The combination of these factors does ensure it limits the capability to facilitate instant gambling and therefore significantly reduces the risk of gambling whilst under the influence of drink or other substances.
4. It is not possible to borrow money or be entered for lottery draws unless cleared funds have been accepted. No exceptions will be made to this position.
5. The system data provides facilities to track major changes in the lottery participation. Any significant outliers in the numbers of tickets will be investigated as part of ongoing assessments on the correct levels for ticket participation.
6. A process for self-exclusion from lottery participation exists to allow anyone to self-exclude themselves from all propositions (existing or future).
7. Links to the support websites ([www.gamcare.org.uk](http://www.gamcare.org.uk) & [www.Gambleaware.co.uk](http://www.Gambleaware.co.uk)) plus the National Gambling Helpline are made available on the website to direct anyone to help and support should they need help from gambling addictions. North Herts District Council are also a contributing member to their research and support through membership of the lotteries council.



Policy Name	Implementation of Procedures Policy
Policy Purpose	The Process for Implementing North Herts District Council policies and procedures.
Policy Created By	XXXXXXXXXXXXXX
Policy Created date	January 2017
Policy Validated and Checked By	XXXXXXXXXXXXXX
Policy Validated and Checked Date	January 2020
Policy Renewal Date	January 2021

## Policy Detail

1. NORTH HERTS DISTRICT COUNCIL takes its legal responsibilities very seriously and requires that all officers and staff are aware of their legal obligations in running a successful and legally compliant lottery.
2. New Starters
  - 2.1. All new starters will be given legal training as part of the induction process. The level and depth is dependent on role but covers:
    - 2.1.1. The Gambling Act 2005
    - 2.1.2. LCCP
    - 2.1.3. CAP and BCAP
    - 2.1.4. Data Protection
  - 2.1.5. Plus the process for highlighting any evidence of non-compliance.
3. Existing Staff
  - 3.1. All officers are aware of their legal responsibilities and compliance is a regular agenda item at review meetings.
  - 3.2. Annual refresher courses for staff will be run to maintain knowledge and compliance.
  - 3.3. Ad-hoc on the job training forms part of the development of staff and focus areas for development are identified during the annual appraisal process and regular review process.
4. Training records will be kept as part of the personnel record of individuals and a register of key training delivered and renewal dates kept.
5. Training will be delivered in conjunction with our ELM Gatherwell Ltd.



Policy Name	Protection From Source of Crime & Disorder Policy
Policy Purpose	Ensuring that North Herts District Council will be protected from being a source of crime or disorder, being associated with crime or disorder or being used to support crime.
Policy Created By	XXXXXXXX
Policy Created date	January 2017
Policy Validated and Checked By	XXXXXXXX
Policy Validated and Checked Date	January 2020
Policy Renewal Date	January 2021

## Policy Detail

1. This Policy is beholden to the Proceeds of Crime Act 2002 (see <http://www.legislation.gov.uk/ukpga/2002/29/contents>) & The Anti Money Laundering (AML) Regulations
  - 1.1. Proceeds of Crime Act 2002 : - *“An Act to establish the Assets Recovery Agency and make provision about the appointment of its Director and his functions (including Revenue functions), to provide for confiscation orders in relation to persons who benefit from criminal conduct and for restraint orders to prohibit dealing with property, to allow the recovery of property which is or represents property obtained through unlawful conduct or which is intended to be used in unlawful conduct, to make provision about money laundering, to make provision about investigations relating to benefit from criminal conduct or to property which is or represents property obtained through unlawful conduct or to money laundering, to make provision to give effect to overseas requests and orders made where property is found or believed to be obtained through criminal conduct, and for connected purposes.”*
  - 1.2. The AML Regulations require relevant businesses to:
    - put in place procedures to verify the identity of customers on entering into a business relationship or transaction and to carry out ongoing monitoring during the business relationship.
    - keep records obtained in establishing customers’ identities and of business relationships for five years.
    - train employees in the relevant procedures and law.
    - appoint a nominated officer whose role includes reporting to NCA, or its successor, suspicions of money laundering activity.
    - put in place and maintain policies and procedures to cover the requirements listed above.
2. North Herts District Council is a professional operation and takes its responsibilities to ensure all players of their society lottery are operating within the law very seriously.
3. North Herts District Council employ the services of Gatherwell Ltd, a remote external lottery management company, and therefore mainly take transactions electronically though either Direct Debit or debit card. No cash payments can be used for payment, mitigating the chance for the passing of counterfeit money.
4. A number of safeguards are in place to validate players’ identities as part of the account verification process. Additionally, safeguards are in place to ensure that ticket purchases are not excessive, therefore mitigating the risk of money laundering. If players tried to purchase excessive tickets, then the system controls built into the software algorithms will advise the player that they have exceeded the number of tickets possible and stop the transaction.
5. The software resides on secure servers. These reside behind encrypted firewalls and offer bank level security protocols in the transfer of electronic data. Additionally, they are situated in a secure data centre managed by disclosure and baring checked staff.
6. All transactions for the software will have full audit trails of every transaction made including timestamps. These audit trails will ensure that should any suspicious activity be identified a full investigation by Gatherwell Ltd staff or law enforcement bodies can be undertaken.



7. In an effort to minimise the risk of fraudulent behaviour and demonstrate impartiality throughout, the main lottery draw each week takes the results from an independently drawn lottery (currently identified as the Australian Super 66). This ensures no fraudulent activity can be taken in the generation of the winning set of numbers for the draw. To ensure compliance at an entry level into the system, these numbers will need to be entered separately by two of the directors of the business each week. The smaller local level prizes are generated based on a random ticket selection from existing purchased tickets by an algorithm within the software.
8. Whilst by its definition a lottery is a random game of chance and therefore offers little opportunity for collusion or cheating, any suspicion of malpractice will result in the immediate blocking of the users account.
9. Any evidence of illegal behaviour by staff will initiate a full investigation, during which time the member of staff will be suspended from duties to ensure the full protection of the players, staff and reputation of the business.
10. All companies who provide fundamental services in the provision of the service (e.g. Direct Debit Bureaus, age verification service providers, prize fund insurance etc) undergo rigorous validation in terms of their suitability, credibility and reputation. This includes full financial health checks and references where required.

Policy Name	Fair and Open Gambling Policy
Policy Purpose	Ensuring that gambling will be conducted in a fair and open way.
Policy Created By	XXXXXXXXXX
Policy Created date	January 2017
Policy Validated and Checked By	XXXXXXXXXX
Policy Validated and Checked Date	January 2020
Policy Renewal Date	January 2021

## Policy Detail

1. NORTH HERTS DISTRICT COUNCIL are committed to complying with the Gambling Act 2005, The Gambling Commissions LCCP, Lotteries Council Code of Conduct and The CAP and BCAP code.
2. NORTH HERTS DISTRICT COUNCIL utilise the services of Gatherwell Ltd who are an external lottery management company ensuring that the lottery is delivered on a financially sound basis as: -
  - 2.1. The financial structure of the lottery ensures that revenues are received prior to the running of any draw.
  - 2.2. Each draw is self-funded in terms of the liabilities that then arise (prizes, good cause donations etc).
  - 2.3. No players' tickets will be included in the draw unless cleared funds have been secured.
  - 2.4. The prize fund and good cause donations are calculated on a % basis of the revenue pot therefore ensuring sufficient funds will always be in place.
  - 2.5. Jackpot prizes are funded through an underwritten insurance policy provided by a reputable underwriter established in the UK, again paid for as a % of each entry.
3. All terms and conditions are available for participants on the various websites of the NORTH HERTS DISTRICT COUNCIL lottery, including the main [www.north-herts.gov.uk](http://www.north-herts.gov.uk) website.
  - 3.1. As part of the sign-up process for new participants, new participants are asked to agree acceptance of the terms and conditions at the time of signing up. New accounts cannot be created unless the terms and conditions are accepted.
  - 3.2. Participants will be advised of changes to the terms and conditions via pop ups on the website. In exceptional circumstances, all participants can be emailed a link to advise them of the new terms and conditions.
4. Our terms and conditions detail the complaints procedure should participants need to raise any issues or concern, both internally at NORTH HERTS DISTRICT COUNCIL and externally through the use of an independent arbiter should resolution not be found.
5. No loyalty or reward schemes are being offered.
6. Section 257 of the Gambling act 2005 highlights that "A person acts as an external lottery manager for the purposes of this Act if he makes arrangements for a lottery on behalf of a society or authority of which he is not:
  - (a) a member,
  - (b) an officer, or
  - (c) an employee under a contract of employment.
  - 6.1. As such Gatherwell ask its board and staff to declare any conflict of interest in any potential target clients, in addition to the specific requirement to comply with the law as stated above for existing clients.
7. Gatherwell Ltd holds responsibility for ensuring that all technical solutions remain within scope of the law.
  - 7.1. These include testing procedures for both existing, upgraded and new software propositions.



- 7.2. Ensuring that all servers are located in the UK.
- 7.3. Software protocols and administrator access is limited to core personnel.
- 7.4. All contractors and third party suppliers are advised of our standards before they are allowed to deliver technical support. Access is limited to the scope of their work and monitored and logged accordingly.





Policy Name	Children and Vulnerable Persons Protection Policy
Policy Purpose	Ensuring that children and other vulnerable persons, will be protected from being harmed or exploited by gambling.
Policy Created By	XXXXXXXXXX
Policy Created date	May 2018
Policy Validated and Checked By	XXXXXXXXXX
Policy Validated and Checked Date	May 2020
Policy Renewal Date	May 2021

## Policy Detail

1. NORTH HERTS DISTRICT COUNCIL understands its requirements as part of the LCCP and takes its responsibilities to the protection of children and vulnerable persons very seriously.
2. NORTH HERTS DISTRICT COUNCIL understand that there is a legal requirement to prevent the sale of lottery tickets to under 16's.
  - 2.1. All payers need to self-validate their age through both a positive tick box confirming they are over 16 and date of birth validation.
  - 2.2. To ensure compliance with this requirement, spot checks are taken of new players of the lotteries and are subjected to further age verification validation.
  - 2.3. As a final check before any jackpot prizes are issued, secondary age validation is also sought (passport, driving licence etc).
3. To ensure players are aware of the age limitations,
  - 3.1. Clear statements will be displayed on the various websites relating to the required age to play and the minimum age requirement is also highlighted in the terms and conditions that the player signs up to at registration.
  - 3.2. In addition, NORTH HERTS DISTRICT COUNCIL have enabled their websites to permit filtering software to be used by adults (such as parents or within schools) in order to restrict access as relevant.
4. Should it come to pass that the age verification checks proved inaccurate and someone underage has gambled, then the user account would be suspended and monies returned.
5. Marketing falls into two areas:-
  - 5.1. Firstly, in encouraging good cause participation (where there is a low risk of exposure to children and vulnerable people) and
  - 5.2. Secondly in the development of materials that support participation of the individual lotteries.
    - 5.2.1. In this area generic marketing materials are used which can be tailored to deliver a marketing package to each individual good cause to help them market their lotteries
  - 5.3. To ensure compliance with the Advertising Codes of Practice and Gambling Industry Code for Socially Responsible Advertising, advertising materials will regularly be submitted to the Committee of Advertising Practice (CAP) and The Broadcast Committee of Advertising Practice (BCAP) for approval
6. As recruitment is undertaken to fill vacancies, if exposed to the direct selling of tickets then
  - 6.1. Applicants will need to be of a legal age to do so. And educated on the legal requirement to not sell tickets to children under the age of 16.
7. Player accounts require validation and set up.
  - 7.1. In the instances of direct debit the Direct Debit Guarantee ensures a time lag between ticket purchase and the first draw.
  - 7.2. As draws take place once per week, ticket purchases are therefore not capable of being purchased for immediate play and
  - 7.3. for internal process reasons even debit card payments cannot facilitate instant play into a draw for that week and a minimum of one days lag will be effective.

- 7.4. The combination of these factors does ensure it limits the capability to facilitate instant gambling and therefore significantly reduces the risk of gambling whilst under the influence of drink or other substances.



Policy Name	Remote Technical Standards Policy
Policy Purpose	Policy to address the requirements set out in the GC's Remote Technical and Gambling Standards
Policy Created By	Ben Speare
Policy Created date	July 2019
Policy Validated and Checked By	Martin Woodhead
Policy Validated and Checked Date	October 2020
Policy Renewal Date	October 2021

## Remote Technical Standards

The Gambling Commission Remote Technical and Gambling Standards document can be found at <https://www.gamblingcommission.gov.uk/PDF/Remote-gambling-and-software-technical-standards.pdf>

In the document, Annex A states that the following RTS apply to subscription lotteries:

- RTS 2 – Displaying transactions
- RTS 3 – Rules, game descriptions and likelihood of winning
- RTS 5 – result determination
- RTS 6 – Result determination for play for free games
- RTS 7 – Generation of random outcomes
- RTS 13A – Time requirements
- RTS 14 – Responsible product design

**NB. Please note the lottery will be hosted on Gatherwell's lottery system and therefore all answers to RTS defer to the Gatherwell platform.**

## ***RTS 2 - Displaying transactions***

Transaction values are displayed to all players through the checkout process and on the players account. In addition, players are emailed post purchase with confirmation of the transaction including value and number of draws entered.

## ***RTS 3 - Rules, game descriptions and likelihood of winning***

All game rules are clearly displayed on the website. Players must positively confirm their acceptance of the terms at account creation stage.

Game rules detail the method for winning, % split of the entry price, winning odds and prize structure.

## ***RTS 5 – result determination***

As referenced in the game rules the results for the lottery are generated in a clear and transparent way with alternative methods for generating winning combinations also outlined in the instance the primary method cannot be completed.

## ***RTS 6 – Result determination for play for free games***

In the instance where play for free games are offered, the same rules apply for tickets irrelevant of whether entry was via a purchased chance or free entry.

## ***RTS 7 - Generation of random outcomes***

Results for the lottery are generated in a clear and transparent way. Where £25,000 jackpot prizes are offered, the use of an independently verifiable draw are taken (normally the Australian Super 66) to generate winning combinations.

Gatherwell also use Random.org to generate winners in raffle based draws.



### *RTS 13A – Time requirements*

Entry into the draws is time dependent, with cut off into the weekly draw being at 11.59pm on the Friday evening prior to the Saturday draw.

### *RTS 14 - Responsible product design*

The Gatherwell platform is designed to encourage participation to support good causes in the objective of fundraising. As such the design of the site is intended to drive positive behaviours and not stretch individuals beyond their means or encourage irresponsible behaviours.

There are appropriate age restriction messaging and account signup protocols as well as signposts to appropriate support organisations and self-exclusion policies should gambling be a problem.

## **Security Requirements**

The lottery is being hosted on Gatherwell's lottery system and as such we will rely on Gatherwell's information security policies, processes and procedures. We are aware of Gatherwell's responsibility to be independently audited annually for their remote security and given we do not host the lottery ourselves, will rely on their security audit (normally completed in May each year).

On completion of their audit we will ensure we are aware of the published content and recommendations and present the information to the Gambling Commission as part of our required audit considerations annually.

## Complaint Procedure

Your feedback is important to us

At North Herts Community Lottery, we always aim to provide the highest possible standards of service. If you feel at any time that the service you have received is below the expected level, then we would like to hear from you. Please find details of our complaints procedure below:

You can contact North Herts Community Lottery directly via the following methods:

By email

**Email Address TBC**

By post

North Herts Community Lottery  
Gatherwell Ltd  
PO Box 888  
Oxford  
OX1 9PS

We aim to respond to all written complaints within five working days of receipt.

By phone

Please call us on: **Telephone Number TBC**

In the unlikely event that you feel your complaint has not been resolved to your satisfaction; you can request that it be escalated to a Senior Manager for review. We aim to respond to escalated complaints within 10 working days.

As a final stage, we offer a process of Alternative Dispute Resolution (ADR) through an independent arbiter. All costs associated to this process are paid for by North Herts Community Lottery.

The nominated independent ADR is:

Independent Betting Adjudication Service  
PO Box 62639  
London  
EC3P 3AS

North Herts Community Lottery is regulated by the Gambling Commission Licence Number XXX-XXXXXX-X-XXXXXX-XXX.

If you feel that we have not dealt with your complaint properly or that we have not followed our own published complaints procedure, you can complain to the Gambling Commission about our failure to operate a proper complaints process.

The Gambling Commission is a regulator and not a complaint handling body and they will not investigate the facts of your complaint, nor will they alter the decision that we have made in our internal complaints process. The Commission reviews whether we have adhered to the terms of our operating licence. It does not investigate consumer complaints, rule on prize disputes, pay compensation or provide legal advice.

The contact details of the Commission are as follows:

Consumer Protection  
Gambling Commission  
4th Floor  
Victoria Square House  
Victoria Square  
Birmingham  
B2 4BP

Telephone: [0121 230 6666](tel:01212306666)

Email: [info@gamblingcommission.gov.uk](mailto:info@gamblingcommission.gov.uk)

## Terms & Conditions

### Disclaimer

North Herts Community Lottery is diligent in ensuring that the information posted on this website is the most accurate and reliable information available. However, we do not guarantee the accuracy of any information on or accessed through this website.

We cannot accept any liability for loss or damage including, without limitation, any direct, indirect or consequential loss or damage or other losses of whatsoever nature arising out of or relating to the use of this site or its contents.

Every effort is made to keep the website up and running smoothly. However, Gatherwell Ltd takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Through this website you are able to link to other websites which are not under the control of Gatherwell Ltd. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

It should be noted that North Herts Community Lottery, as operated by Gatherwell Ltd is in no way associated with Camelot Group plc - the National Lottery (Lotto), The Health Lottery or Peoples Post Code Lotteries.

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### Playing Responsibly

North Herts Community Lottery makes every effort to behave in a socially responsible manner. It is illegal for anyone under 16 to play North Herts Community Lottery and we have measures in place to ensure we do everything in our power to control underage playing. North Herts Community Lottery is an incentivised means of supporting good causes. However, before entering into any scheme which involves speculative spending, you are advised to remember the following:

- Don't think of gambling as a way to make money
- Only gamble with money you can afford to lose
- Set a money limit in advance
- Never chase your losses
- Don't gamble when you're depressed or upset
- Balance gambling with other activities



If you think you may have a problem with gambling, contact the National Gambling Helpline confidentially on [0808 8020 133](tel:0808 8020 133). Alternatively, visit the website at <http://www.gambleaware.co.uk/>.

#### Self Exclusion Policy

We offer a Self Exclusion facility specifically for those customers for whom gambling has become a serious problem and who wish to restrict their gambling with North Herts Community Lottery.

By entering into a Self Exclusion agreement with North Herts Community Lottery you will be prevented from using your account for a minimum period of 6 months up to 5 years (with the option of extending this if you wish). We will close your account and return any outstanding funds held in your name.

During this period of self-exclusion North Herts Community Lottery will not distribute any promotional emails and do all we can to prevent new accounts being opened. When the exclusion period ends we won't contact you to ask if you would like to reinstate your account.

In order to facilitate gambling again, after the exclusion period you will need to contact the support team on **Telephone TBC** to begin the process of unlocking your account. There will be a 24 hour cooling off period at the end of which your account will be unlocked.

If you wish to proceed with our Self Exclusion Agreement, then please contact the support team either by telephoning **Telephone TBC** or by emailing **Email TBC**

confirming the following details:

- Your account number/ username and or email address
- Your Full Name
- Your Date Of Birth
- Please title your email – SELF EXCLUSION

If you think you may have a problem with gambling, contact the National Gambling Helpline confidentially on [0808 8020 133](tel:0808 8020 133). Alternatively, visit the website at <http://www.gambleaware.co.uk>. Software is available to prevent an individual computer from accessing gambling internet sites more information can be found [here](#)

#### How We Use Cookies

Cookies are very small text files that are stored on your computer when you visit some websites.

We use cookies to help identify your computer so we can tailor your user experience, track shopping basket contents and remember where you are in the order process.

You can disable any cookies already stored on your computer, but these may stop our website from functioning properly.

**The following is strictly necessary in the operation of our website.**

This website will:

- Remember that you are logged in and that your session is secure. You need to be logged in to complete an order.

The following are not strictly necessary, but are required to provide you with the best user experience and also to tell us which pages you find most interesting (anonymously).

### **Functional Cookies**

This Website Will:

- Track the pages you visit via Google Analytics.

This website will not:

- Share any personal information with third parties.

## The Rules of North Herts Community Lottery

### 1. Introduction

1.1 North Herts Community 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 The Royal Borough of Kingston upon Thames 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, PO Box 888 Oxford OX1 9PS, acting for The Royal Borough of Kingston upon Thames as the participating Society.

1.4 Gatherwell is certified as an External Lottery Manager ("ELM") by the Gambling Commission (000-036893-R-317859-002)

### 2. Definitions

"Act" The Gambling Act 2005

"Lottery" North Herts Community 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" The Royal Borough of Kingston upon Thames which participate and promote the Lottery from time to time

"Promoter" The registered promoter of the lottery for The Royal Borough of Kingston upon Thames

"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 16 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 16 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 North Herts Community 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 North Herts Community 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 <http://www.gamblingcommission.gov.uk/for-the-public/Your-rights/Protection-of-customer-funds.aspx>

## 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:

North Herts Community Lottery

Gatherwell Ltd

PO Box 888

Oxford

OX1 9PS

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