

The Forces Lottery Terms & Conditions

1. Introduction

1.1 The Forces Lottery ("the Lottery") will be operated as a series of subscription-based Society Lotteries under the Gambling Act 2005 as amended ("the Act")

1.2 The Lottery is promoted by the Promoter and conducted for the benefit of the Societies listed from time to time as participating Societies.

1.3 The Lottery is administered by Sterling Management Centre Limited ("Sterling") Drydale House, Newton-in-Furness, Cumbria LA13 0NB acting for Societies listed from time to time as participating Societies.

1.4 Sterling is certified as an External Lottery Manager ("ELM") by the Gambling Commission (licence numbers 000-003137-N-103725-004 and 000-003137-R-308141-001)

2. Definitions

"Act" The Gambling Act 2005

"Expenses" The Act defines the expenses of a lottery as the 'costs' reasonably incurred organising the lottery. This would not include prizes

"Lottery" The Forces Lottery

"Draw" The process by which winners are selected

"Sterling" Sterling Management Centre Limited

"Member" An individual who has registered with the Lottery

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

"Chance" The entry into the Lottery

"Society" The good cause(s) or charity(ies) which participate and promote the Lottery from time to time

"Promoter" The registered promoter of the lottery for the Society

"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 6.1.

2.1 Entry into the Lottery

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

2.2 If, upon winning any prize in the Lottery, you are not able to prove that you have met the criteria specified in Rules 2.1 (a), (b) and (c) above then you will not be entitled to receive that prize.

2.3 In order to comply with the Act lottery chances that have been purchased and entered into the draw for which they were intended are prohibited from being subsequently refunded.

2.4 By entering into the Lottery you agree to be bound by the Rules, and applicable provisions of the Act and any relevant regulations made thereunder from time to time. Sterling 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 Sterling from time to time.

3. Registration with the Lottery

3.1 You can only enter the Lottery by the completion of an application form which will be published in a variety of forms from time to time.

3.2 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

3.3 You will also be asked to provide some or all of the following information:

- (a) Your contact telephone number
- (b) Your date of birth
- (c) Your mobile phone number
- (d) Your e-mail address

3.4 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) Cheque

A completed cheque would be required when you register.

(c) Any other made method made available by The Forces Lottery from time to time
The information required will depend upon the payment method.

3.5 The Forces Lottery shall be entitled to take any steps necessary to verify the above information and to process your registration. The Forces Lottery may (in its absolute discretion) refuse to accept an application for an individual to become a Member of the Lottery.

3.6 Following registration Sterling will send you confirmation of your entry. If you have chosen to pay by Direct Debit you will receive an Advance Notification Letter. The confirmation will specify your Game Number and the first draw into which you will be entered and will confirm your name, address and any other details provided to Sterling as part of your registration.

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

3.8 If you discover any error in your name, address or any other details provided to The Forces Lottery as part of your registration when you receive your confirmation then you must correct this by notifying The Forces Lottery in writing or by e-mail. The Forces Lottery will make any required corrections as soon as reasonably possible. Sterling 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 The Forces Lottery shall only become effective once the correction has been made.

3.9 Each Game Number is unique. A randomly selected Game Number will be issued to you with your confirmation of entry. You may subsequently request an alternative Game Number if you wish at any time and this will be issued to you providing that it has not already been allocated to an existing Member.

4. Payment

4.1 Payment for Chances may be made by the following methods:

- (a) Direct Debit
- (b) Cheque
- (c) Any other method made available by The Forces Lottery from time to time

4.2 Payment for Chances are made directly to The Forces Lottery. Therefore

- (a) Direct Debit payments will be referenced as The Forces Lottery on your bank statement.
- (b) Cheques must be made payable to The Forces Lottery.
- (c) Any other method made available by The Forces Lottery from time to time would also be referenced as or be payable to The Forces Lottery on any appropriate documentation.

4.3 The price for each Chance is £1 or such other sum as The Forces Lottery may from time to time notify to you.

4.4 Your Chances and therefore associated Game Number(s) will not be entered into the Draw unless The Forces Lottery has received all amounts payable (cleared funds) relating to your Game Numbers relating to your Chances by 5:00pm on the Thursday 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 Lottery's bank accounts operate.

4.4.1 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 in writing.

4.5.1 You may cancel your entry into the Lottery by notifying The Forces Lottery in writing or by e-mail (or via any other methods specified by The Forces Lottery from time to time). Upon receipt of this notice The Forces Lottery will;

- (a) Cancel future Direct Debit payments as soon as is reasonably practicable.
- (b) In accordance with the Act and as described in Rule 2.3 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.

4.6 The Forces Lottery may cancel your entry into the Lottery (in its absolute discretion) at any time. Sterling 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, Sterling 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.

4.7 All customer funds for use in future lottery entries paid to the Lottery are held in trustee status to maintain a separation from Sterling's own trading income to protect those funds in the event of insolvency.

5. Changes to Member Details

5.1 Any changes to your details as provided by you upon registration should be notified to The Forces Lottery 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 Sterling upon request.

6. Draws

6.1 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). 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.

6.2 In order to comply with the Act only those Chances for which payment has been received are eligible for entry into the Draw.

6.3.1 In the event that the Super66 draw as described in Rule 6.1 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.

6.4 In the event that the Draw process in Rule 6.1 ceases to occur or is subject to fundamental change which prevents a Winning Number being selected then Sterling 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 6.1 would continue and the basic principles of how winners would be selected would continue as described in Rule 7. Such changes will be published on the Lottery website.

6.5 The Forces Lottery 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.

6.6 The winning probabilities are summarised in the table below

Six Number Match	1 in 1,000,000
Five Number Match	1 in 18,518
Four Number Match	1 in 823
Three Number Match	1 in 69

7. Prizes

7.1 Prize winners will be determined by whether a Members Game Number relating to a Chance in the Lottery matches all or some of the Winning Number as described in Rule 6.1 and dependent that the Chance relating to the Game Number in question complies with Rule 6.2.

(a) If all six digits of the Game Number match the Winning Number then this is a “6 Number Match”.

(b) If five digits of the Game Number match five digits of the Winning Number and their positions in the Game Number match their positions in the Winning Number then this is a “5 Number Match”.

(c) If four digits of the Game Number match four digits of the Winning Number and their positions match then this is a “4 Number Match”.

(d) If three digits of the Game Number match three digits of the Winning Number and their positions match then this is a “3 Number Match”.

7.2 Prizes are issued as follows:

(a) For a 6 Number Match the prize will be £10,000.

(b) For a 5 Number Match the prize will be £500.

(c) For a 4 Number Match the prize will be £20.

(d) For a 3 Number Match the prize will be £5.

7.3 The Forces Lottery reserves the right to amend the prizes at any time. Any such changes will be published on the Lottery Website at least one month prior to a change being made.

7.4 Each Game Number shall only be entitled to win one prize in one Draw. The prize won will relate to the highest Number Match to which the Game Number matches.

7.5 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 The Forces Lottery from time to time.

7.6 Winners will be notified by post within two weeks of the date of the draw. Such notification will include a cheque to the value of the prize won made payable to the Member.

7.7 The Forces Lottery 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.

7.8 If, upon winning any prize in the Lottery, you are not able to prove that you have met the criteria specified in Rules 2.1 (a), (b) and (c) above then you will not be entitled to receive that prize.

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

7.10 Any unclaimed prizes will be re-credited to The Forces Lottery main account after a period of six months has elapsed.

7.11 Only prizes which have been obtained from the proceeds will be recorded on the lottery submissions form. Donated prizes will not be included. Similarly, any expenses received from any other source will not be included.

7.12 An expense incurred in relation to the provision of a donated prize has been accepted by the Gambling Commission as a genuine management expense. However, it will not form part of the prize proceeds.

7.13 The nature of The Forces Lottery is such that a set amount of prize allocation is made each week, however, as no prizes are guaranteed, this amount may not be paid out and conversely prize money in excess of this amount may be paid out. As each lottery is a separate draw with new customers potentially being added to the database each week the prize monies not previously allocated should rollover to be available within the next separate lottery. They are not considered to be a re-distribution of prizes as the class of persons have potentially changed.

8. Suspension of the Lottery

8.1 The Forces Lottery may (at its absolute discretion) suspend the Lottery for any period of time. During such period, Sterling 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.

9. Liability

9.1 Neither The Forces Lottery nor Sterling 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 Sterling or you from time to time.
- (b) Any delays or failures in any systems used by Sterling or you to transmit e-mails.
- (c) Any failure in any software or other systems used by Sterling for the administration of the Lottery.
- (d) Any delays or failures in the banking system used by Sterling or you.
- (e) Any refusal by Sterling to accept registration of an individual as a Member or the cancellation of a Member by Sterling.
- (f) Any failure to enter your Chance into the Draw.
- (g) Any event beyond the reasonable control of Sterling.

9.2 Neither The Forces Lottery nor Sterling 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).

10. Complaints

10.1 Any complaints relating to the Lottery should be sent in writing to The Forces Lottery, giving full details of the complaint and supporting documentation.

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

10.3 Save where the Rules expressly provide otherwise, the Promoter shall not be obliged to enter into any correspondence.

11. Privacy

11.1 Sterling is committed to protecting your privacy. Data that we collect from you is used lawfully in accordance with the Data Protection Act 1998 and is used solely for the purpose of processing your purchase of Lottery chances, subsequent entry into the Lottery, and informing you if you have won a prize.

11.2 You have the right to access the information we hold about you. To obtain this information, please contact The Forces Lottery in writing. You may be asked to provide proof of your identity prior to personal information being disclosed to you.

11.3 The Forces Lottery or Sterling will not sell, rent or grant access to any of the personal data we collect about you to any third parties without your express prior permission.

11.4 We may share aggregated information to third parties. This will not contain personal information that can identify any individual person.

11.5 We may be obliged to disclose your personal information if required to do so by law, for example to statutory bodies such as the Gambling Commission or other government bodies.

12. Contact Address

All correspondence should be sent to the following address:

The Forces Lottery
Sterling Management Centre Ltd
Furness Gate
Peter Green Way
Furness Business Park
Barrow-in-Furness
Cumbria LA14 2PE