

Treetops Lottery Terms and Conditions

1. To enter the lottery, you must be resident in Great Britain (England, Scotland or Wales only, excluding Northern Ireland, Channel Islands, Isle of Man and BFPO addresses) and aged 18 (Eighteen) or over. The Annex A (responsible person) for Treetops lottery is not permitted to play in any Treetops lottery draws, including the super draw.
2. There will be 12 guaranteed weekly cash winners plus 1 roll-over cash prize, although additional prizes could be offered from time to time, such as during our annual Super Draw where the prize pool will increase, and prizes will differ. Details of the available Super Draw prizes will be published on treetopshospice.org.uk/lottery at the relevant time. During Super Draw week the rollover prize is suspended for that week's draw and will resume the following week.
3. All tickets shall be priced at £2. All payments must be received in cash or cleared funds before the ticket can be entered into the draw and is eligible to win a prize.
4. All lottery entry sales are final, and no refunds shall be made at any time.
5. All entrants acknowledge that their payment of £2 per ticket to enter the lottery does not guarantee that they will win any prize.
6. You agree that where you select Open Banking as a payment method, we may process your personal data for the purposes of processing your payments.
7. The draw for the prizes will be made weekly at Sterling Management Centre Limited's office, usually held every Friday.
8. Sterling Management Centre Limited is an External Lottery Manager, licensed and regulated in Great Britain by the Gambling Commission under account [number 3137](#).
9. The draws are made utilising a Random Number Generator (RNG) that has been tested and approved by an independent, Gambling Commission approved, third party test house.
10. You do not need to be present at the draw to win a prize in the lottery.
11. Treetops Lottery participants may purchase up to 20 member entries per person for the weekly draw. Additional entries may be sold at the discretion of Treetops Funding Ltd and should be requested by the individual by contacting 0115 939 9339. Super draw participants may purchase up to 50 entries per person maximum in addition to any standard subscription entries at the promoter's discretion.
12. A list of winning numbers with the name of the town where the winner resides will appear on our [website](#) after the draw has been conducted or are available by phoning us on 0115 939 9339.
13. Treetops Funding Ltd reserves the right to delay the Friday draw in the following circumstances:
 - a. The draw mechanism is not accessible.
 - b. to allow time for the clearance of Direct Debit payments

c. any occurrence beyond Treetops Funding Ltd.'s control that prevents the draw from being executed (in the event of a delay the draw will take place as soon as possible thereafter and we make every attempt to notify those who have purchased tickets in the lottery or raffle of the change to the draw date.).

d. If the draw falls on a public holiday, the draw may take place a day early; only once Treetops Funding Ltd is satisfied that all entries eligible for that weeks' draw have been processed.

14. If a cash prize is awarded, this will be made by cheque in the name of the entrant only.

15. Prize cheques are issued: a. to lottery members and online one-off ticket players automatically by post within 14 days of the draw taking place. b. to one-off ticket purchasers within 7 days of the ticket holder making a substantiated claim.

16. Treetops Funding Ltd reserves the right in exceptional and unforeseen circumstances to substitute any of the non-cash prizes acquired for the lottery for a similar prize at Treetops Funding Ltd absolute discretion.

17. By accepting a prize, winners agree that Treetops Funding Ltd may request the winner to take part in promotional activity, including use of first name & general location of the winner, their photograph and audio/ visual recordings of them in publicity.

18. Dataless one-off tickets are printed tickets which can be purchased from our shops, hospice or events. The prize claim process for dataless one-off ticket winners is available on the website. Prizes must be claimed within 6 months of the draw date shown on the ticket. It is the responsibility of the ticket purchaser to check the Treetops Hospice Lottery results published on the website or displayed on the poster in the retail shops and submit a claim should their ticket number have been selected for a prize on the relevant draw date. In this instance, a claim form is to be completed and submitted via post within 6 months of the winning draw date. For all prizes over and including the value of £100 a valid form of ID will be required, and prize cheques will need to be collected in person.

19. Any prizes not claimed within 6 months of the relevant draw will be gratefully accepted as a donation to Treetops Hospice.

20. All members are solely responsible for providing Treetops Funding Ltd (trading as Treetops Hospice Lottery) with their accurate and up-to-date contact details and Treetops Funding Ltd will be in no way liable for any failure or inability to contact any entrant due to any errors, omissions or inaccuracies in the contact details that the entrant has provided. In the event that an entrant changes their contact details, they will be solely responsible for advising Treetops Funding Ltd of the change. In the event of a winning cheque remaining uncashed, Treetops Funding Ltd reserves the right to process unclaimed prizes as donations to Treetops Hospice after a period of 6 months from the date the cheque was issued.

21. Each game number is unique. A randomly selected game number will be issued with the confirmation of a membership entry. Any member may subsequently request an alternative randomly selected game number if they wish at any time.

22. You may cancel your lottery subscription at any time by notifying Treetops Funding Ltd in writing, by telephone or via e-mail although any cancellation received after 1200 hours on a Wednesday may not be actioned until after the weekly draw.

23. If you cancel, we will refund you the amount you are in credit if requested at the time of cancellation. If a refund is not requested, the supporter will continue to be entered into draws until there are insufficient funds to pay for future draws. Unclaimed balances less than £2 will be treated as donations. If you subscribe by direct debit or standing order, it is your responsibility to cancel this with your bank.

24. In the event that a member dies, we will refund any unused subscriptions to the deceased member's estate if requested, upon receiving proper notification and proof of death. If no-one wishes to continue the subscription and a refund is not requested within 1 month of notification of the death, the deceased's unique lottery number will cease to be valid, and any unused portion of the subscription will be donated to Treetops Hospice. If subscription funds continue to be received by Standing Order or Direct Debit they will be treated as a donation to Treetops Hospice.

25. Treetops Funding Ltd shall not be liable to the member for any loss or damage suffered or arising from:

- a. any delays or failures in the postal service or other delivery methods used by Treetops Funding Ltd or the member from time to time.
- b. any delays or failures in any software or other systems used by Treetops Funding Ltd for the administration of the lottery.
- c. any delays or failures in the Banking system used by Treetops Funding Ltd or the member.
- d. any refusal by Treetops Funding Ltd to accept registration of an individual as a member or the cancellation of a member.
- e. any failure to enter a chance into the draw.

26. Treetops Funding Ltd may conduct an annual super draw once per year, in March. Additional Terms and Conditions apply to the super draw and can be read online treetops.org.uk/lottery. The prize structure for this draw will differ from the standard weekly draw and will be shown clearly on this website and also on the relevant tickets. Subscribers to the weekly lottery will have their usual weekly entries entered into the super draw automatically providing that there is sufficient credit available on their account. We directly mail our existing supporters with information and additional tickets to purchase. There is no obligation for individuals to purchase tickets for the super draw.

Existing members may opt out of receiving the super draw mailing at any time by contacting the Treetops Funding Ltd office.

27. Nothing within these Terms and Conditions shall create or should be construed as creating any form of contract between any entrant and Treetops Funding Ltd.

28. Any complaints relating to the lottery should be sent in writing to Treetops Funding Ltd giving full details of the complaint and supporting documentation. The postal address is, Treetops Hospice Care, Derby Road, Risley, Derby, DE72 3SS or complaints can be submitted by email to lottery@treetopshospice.org.uk. Read our full complaints policy [here](#).

29. Treetops Funding Ltd is committed to protecting your privacy. Treetops Hospice Trust is the controller for lottery activity carried out for the charity's purposes. Treetops Funding Ltd and our lottery suppliers process lottery data on its behalf where required. When you purchase lottery chances, we will use your personal details to administer your entry, process payments, manage the draw, contact you if you win, meet legal and regulatory requirements. We will contact you about our work and how you can support our charity, including under charitable soft opt-in or with your consent. We do not sell your personal data. You can opt out or change your preferences at any time, see our privacy policy www.treetops.org.uk/privacy.

30. Any member has the right to access the information held about them. To obtain this information, please contact Treetops Funding Ltd in writing.

31. In the event of any dispute regarding to the Terms and Conditions, the decision of Treetops Funding Ltd shall be final, and no correspondence or discussion shall be entered into.

32. Treetops Funding Ltd reserves the right to amend these Terms and Conditions at any time. If Treetops Funding Ltd does this, it will publish the amended Terms and Conditions on the website before they come into effect.

33. Treetops Funding Ltd reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these Terms and Conditions.

34. Neither Treetops Funding Ltd nor Sterling Management Centre Limited 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).

35. Each entrant should retain a copy of these Terms and Conditions for their reference.

36. This lottery is a form of gambling. Treetops Funding Ltd promotes responsible gambling, and you are encouraged to gamble sensibly. A copy of Treetops Hospice Lottery Social Responsibility document is available [here](#). Treetops Funding Ltd is a member of the Hospice Lottery Association and the Lotteries Council and offers individuals access to support, information and advice by visiting GambleAware begambleaware.org or GamCare 0808 8020 133 www.gamcare.org.uk

37. A request to self-exclude, as defined by the Gambling Commission <https://www.gamblingcommission.gov.uk/public-and-players/page/self-exclusion> may be made by contacting the Treetops Funding LTD office but you will not be able to rejoin the lottery for a period of 6 months from the date of self- exclusion. See more information regarding self-exclusion [here](#)
38. A copy of these Terms and Conditions may be obtained by sending a stamped addressed envelope to Treetops Funding Ltd at the address on our [Contact Us online page](#).
39. The Laws of England and Wales shall govern the interpretation and/or enforcement of these Terms and Conditions and Treetops Funding Ltd, and all entrants hereby submit to the exclusive jurisdiction of the English courts.
40. Employees and Board Directors of Treetops Hospice and some of their close family members may participate in the lottery draws.
41. Lottery entry payments are held in a specific bank account and identified as advance payments for future draws.
42. In the event of us ceasing the operation of the Lottery we will refund any remaining player credit to you following the last draw held.
43. In the unlikely event of insolvency these funds are not protected, and you would not be able to access any such funds in this eventuality. This meets the Gambling Commission's requirement for the segregation of customer funds at the level: not protected segregation. Please <https://www.gamblingcommission.gov.uk/public-and-players/guide/page/what-it-means-if-your-money-is-not-protected> if you require further details.