

The Rules of the Moorfields Eye Charity Lottery

1. Introduction

- 1.1 The Moorfields Eye Charity Lottery in partnership with Sterling Unity Lottery (“the Lottery”) will be operated as a subscription lottery under the Gambling Act 2005 as amended (“the Act”)
- 1.2 The Lottery is promoted by the Promoter and conducted for the benefit of Moorfields Eye Charity (“the Charity”).
- 1.3 The Lottery is administered by Sterling Management Centre Limited (“Sterling”) Drydale House, Newton-in-Furness, Cumbria LA13 0NB acting for the Charity.
- 1.4 Sterling is certified as an External Lottery Manager (“ELM”) by the Gambling Commission (licence numbers 000-003137-N-103725-012 and 000-003137-R-308141-009)
- 1.5 These Rules apply to playing members of the Lottery.

2. Definitions

“Act”	The Gambling Act 2005
“Lottery”	The Moorfields Eye Charity 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 Moorfields Eye Charity Lottery as set out herein and amended from time to time
“Chance”	Each individual Game Number entered into the Lottery on behalf of a Member.
“the Charity”	Moorfields Eye Charity
“Promoter”	The registered promoter of the lottery for the Charity.
“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 detailed in Rule 6.1.

2.1 Entry into the Unity Lottery

The Lottery is promoted in accordance with the Gambling Act 2005 as amended (“the Act”). In order to comply with the Act, and to purchase 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

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 Chances that have been purchased and entered into the correct Draw cannot be refunded.

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

2.5 Moorfields Eye Charity and 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.

2.6 The Rules may be amended by either Moorfields Eye Charity or Sterling from time to time and any changes will be notified to you.

3. Registration with the Lottery

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

3.2 A valid registration is one which includes the following information, together with the information set out in clauses 3.3 and 3.4 below:

- (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

3.3 You will also be asked to provide 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 payment information relating to the purchase of your Chances. Payment may be made via the following methods and the relevant information which you must provide will vary depending upon the payment method.
- (a) Direct Debit
 - (i) 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
 - (i) A completed signed and dated cheque would be required when you register. Post-dated cheques will not be accepted.
 - (c) Any other payment method made available by Sterling from time to time
 - (i) The information required will depend upon the payment method
- 3.5 Either Moorfields Eye Charity or Sterling shall be entitled to take any steps necessary to verify the above information and to process your registration. Either Moorfields Eye Charity or Sterling may (in its absolute discretion) refuse to accept an application for an individual to become a Member of the Lottery.
- 3.6 Following registration Moorfields Eye Charity will send you confirmation of your entry to the Lottery. If you have chosen to pay by Direct Debit you will receive an Advance Notification Letter.
- 3.7 The confirmation will specify your Game Number(s) and the first Draw into which you will be entered and will confirm your name, address and any other details provided to Moorfields Eye Charity as part of your registration.
- 3.8 It is your responsibility to ensure that the personal information you provide to us is accurate and Moorfields Eye Charity or Sterling cannot be held liable for any error.
- 3.9 If you discover any error in your name, address or any other details provided to Moorfields Eye Charity as part of your registration when you receive your confirmation then you must correct this by notifying Sterling Unity Lottery in writing to The Unity Lottery, Furness Gate, Peter Green Way, Furness Business Park, Barrow in Furness LA14 2PE or by e-mail to info@unitylottery.co.uk Sterling Unity Lottery will make any required corrections as soon as reasonably possible. Moorfields Eye Charity or 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 Sterling Unity Lottery shall only become effective once the correction has been made.
- 3.10 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 as more particularly set out in clause 3:

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

4.2 Payment for Chances are made directly to Sterling. Therefore:

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

4.3 Payment cannot be made by credit card.

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

4.5 Your Chances and therefore associated Game Number(s) will not be entered into the Draw unless Sterling has received all amounts payable (cleared funds) relating to your Game Numbers 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 payment details and records held by Sterling's bankers and BACs.

4.5.1 Chances paid for by Direct Debit payments will be entered into the first available Draw taking place after the third working day after the Direct Debit collection has been made from your bank account. You will be notified of your first Draw date in writing.

4.6 You may cancel your membership of Lottery at any time by notifying Sterling Unity Lottery to The Unity Lottery, Furness Gate, Peter Green Way, Furness Business Park, Barrow in Furness LA14 2PE or by e-mail to info@unitylottery.co.uk or via any other methods notified to you by Sterling Unity Lottery from time to time. Upon receipt of this notice Sterling Unity 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.

- 4.7 Either Moorfields Eye Charity or Sterling may cancel your entry into the Lottery (in its absolute discretion) at any time. Moorfields Eye Charity and Sterling will notify you accordingly as soon as reasonably practicable and will reimburse any amounts which have been paid but which relate to future Draws. Other than the reimbursement of any such amounts, Moorfields Eye Charity and 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.
- 4.8 All customer funds for use in future lottery entries paid to the Lottery are held in trustee status to maintain a separation from Sterling Management Centre's own trading income. This protects customer funds in the event of insolvency. This meets the Gambling Commission's requirement for the segregation of customer funds at the level: medium.protection. www.gamblingcommission.gov.uk/consumers/protection_of_customer_funds.aspx
- 4.9 A minimum of 50% of the total lottery proceeds are spent on the work carried out by Moorfields Eye Charity, 18.4% on prizes and 31.6% on the running costs and administration of the lottery.

5. Changes to Member Details

- 5.1 Any changes to your details should be notified to Sterling Unity Lottery to The Unity Lottery, Furness Gate, Peter Green Way, Furness Business Park, Barrow in Furness LA14 2PE or by e-mail to info@unitylottery.co.uk as soon as practicable. Changes to the bank or building society specified during registration may require the completion of a new Direct Debit Instruction. Further information regarding this can be obtained from Moorfields Eye Charity and Sterling upon request.
- 5.2 Moorfields Eye Charity and Sterling cannot be held liable for any losses occasioned as a result of you failing to comply with clause 5.1.

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 winning six digit number generated in the Australian National Lottery Super66 draw which takes place on the Saturday.
- 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 In the event that the Super66 draw as described in Rule 6.1 does not occur or is declared void then the Winning Number shall be determined by reference to an alternative lottery game selected at the discretion of Sterling. Details of such an occurrence will be published on the Lottery website.
- 6.4 On the happening of any event which prevents a Winning Number being selected then Sterling reserves the right at its discretion to select an alternative Draw process. Such changes will be published on the Lottery website.
- 6.5 For the avoidance of doubt Sterling and the Lottery are not related in any way to the Australian 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 Member's Game Number relating to a Chance in the Lottery matches all or some of the Winning Number as described in Rule 6.1
- If all six digits of the Game Number match the Winning Number and their positions then this is a "6 Number Match".
 - 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"
 - 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"
 - 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:
- For a 6 Number Match the prize will be £25,000.
 - For a 5 Number Match the prize will be £1,000.
 - For a 4 Number Match the prize will be £25.
 - For a 3 Number Match the prize will be 5 additional entries into the next available draw.
- 7.3 Sterling reserves the right to amend the prizes at any time. Any such changes will be published on the Unity 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 Moorfields Eye Charity 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 or in the case of a three number match notification of your five additional entries.
- 7.7 Either Moorfields Eye Charity or Sterling 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. However a player may request to change any future 5 additional entries prizes for a £5 prize upon written request. Or revert back to 5 additional entries again upon written request.
- 7.10 Any unclaimed prizes will be re-credited to the Moorfields Eye Charity main account after a period of six months has elapsed.
- 7.11 The likelihood of an individual winning a prize is 1 in 63.

8. Suspension of the Lottery

- 8.1 Sterling 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 Sterling nor Moorfields Eye Charity 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 Moorfields Eye Charity and Sterling or you from time to time.
- (b) Any delays or failures in any systems used by Moorfields Eye Charity, Sterling or you to transmit e-mails.
- (c) Any failure in any software or other systems used by Moorfields Eye Charity or Sterling for the administration of the Lottery.
- (d) Any delays or failures in the banking system used by Moorfields Eye Charity, and Sterling or you.
- (e) Any refusal by Moorfields Eye Charity or Sterling to accept registration of an individual as a Member or the cancellation of a Member by Moorfields Eye Charity or Sterling.
- (f) Any failure to enter your Chance into the Draw.
- (g) Any event beyond the reasonable control of either Moorfields Eye Charity or Sterling.

9.2 Neither Sterling nor Moorfields Eye Charity 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. Self-Exclusion

- 10.1 Should you feel that you have issues with gambling and wish to be self-excluded from our Lottery please phone our helpline number on 0370 050 9240 and request a self-exclusion form.
- 10.2 There is a minimum period of 6 months self-exclusion.
- 10.3 Moorfields Eye Charity will not target you with any marketing material during the self-exclusion period and will remove your name and details from any marketing databases used by Moorfields Eye Charity.
- 10.4 During your self-exclusion your account will be closed and any funds held on your behalf will be returned to you. You will need to contact Moorfields Eye Charity after your period of self-exclusion to re-instate your membership of the Lottery.
- 10.5 If you need to talk to someone about problem gambling then please contact Be Gamble Aware. Be Gamble Aware is a registered charity that provides confidential telephone support and counselling to anyone who is affected by problem gambling. Be Gamble Aware can be contacted on 0808 8020 133 (Freephone).

11. Complaints

- 11.1 Any complaints relating to the Lottery should be sent in writing to Moorfields Eye Charity 162 City Road, London EC1V 2PD, giving full details of the

complaint and supporting documentation. A copy of your complaint will be sent to the Promoter.

- 11.2 Save as provided for in this Agreement, the Promoter shall make the final decision on the complaint pursuant to the Rules and that decision shall be final and binding.
- 11.3 Save where the Rules expressly provide otherwise, the Promoter shall not be obliged to enter into any correspondence.
- 11.4 If a satisfactory resolution cannot be reached then the matter can be referred to an alternative dispute resolution (ADR) entity. We use IBAS (Independent Betting Adjudication Service) for this purpose; IBAS are on the Gambling Commission's approved ADR list. Their contact details are – www.ibas-uk.com PO Box 62639, London, EC3P 3AS. Telephone 0207 347 5883, e-mail adjudication@ibas-uk.co.uk . This service is free of charge.

12. Privacy

- 12.1 Both Moorfields Eye Charity and Sterling are 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. Moorfields Eye Charity is the data controller and Sterling is the data processor of any personal data.
- 12.2 You have the right to make a subject access request under the Data Protection Act 1998 to access the information we hold about you. To obtain this information, please contact Moorfields Eye Charity in writing. You may be asked to provide proof of your identity and to pay a small administrative charge of no more than £10.00 prior to your subject access request being dealt with and personal information being disclosed to you.
- 12.3 Moorfields Eye Charity 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.
- 12.4 Moorfields Eye Charity may share aggregated information to third parties. This will not contain personal information that can identify any individual person.
- 12.5 Either Moorfields Eye Charity or Sterling 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.

13. Contact Address

All general correspondence should be sent to the following address:
Moorfields Eye Charity & Sterling Unity Lottery

Furness Gate
Peter Green Way
Furness Business Park
Barrow-in-Furness
Cumbria LA14 2PE

Phone: 0370 050 9240

Complaints should be posted to:

Moorfields Eye Charity Unity Lottery
162 City Road
London
EC1V 2PD

Email to: eyecharity@moorfiedls.nhs.uk