

# Alnwick Lottery – Lottery Tickets and Lottery Ticket and Scratch Cards Promoter Alnwick Community Development Trust

## Lottery Rules Issue 1 – Effective 11<sup>th</sup> July 2008

A copy of these Rules may be obtained by writing to Alnwick Community Development Trust, The Centre, 27 Fenkle Street, Alnwick NE66 1HW. Such requests must be accompanied by a stamp addressed envelope. The rules are also available from the Trust website [www.alnwickdevelopmenttrust.org.uk](http://www.alnwickdevelopmenttrust.org.uk)

### Introduction.

These Rules apply to the Alnwick Lottery including Lottery Ticket and Scratch Cards. These Rules, and the conditions and explanations appearing on the Lottery Ticket and Scratch Cards constitute the contractual rights and obligations of Alnwick Community Development Trust herewith referred to as 'The Company' to owners of Lottery Tickets and Scratch Cards claimants. In the event of a discrepancy or inconsistency between these rules and the conditions and explanations appearing on a Lottery Ticket and Scratch Card or elsewhere, these rules shall prevail.

### Alnwick Lottery Ticket and Scratch Card Rules

1. Each Lottery Ticket and Scratch Card is to be sold by the Company or an authorised retailer for the sale price of £1 stated in the relevant rules and procedures, and printed on the face of the Lottery Ticket and Scratch Card.
2. 10% of the Lottery Ticket and Scratch Card sale price is paid as commission to sellers. This may be varied at the sole discretion of the company.
3. The maximum prize moneys paid in any month shall not exceed £25,000.
4. All prizes will be paid by the Company in accordance with the stated rules and procedures.
5. Winners will be paid on production of the winning Lottery Ticket and Scratch Card at the Company Offices - Reception, The Centre, 27 Fenkle Street, Alnwick, Northumberland, NE66 1HW.
6. No member of the playing public nor a retailer shall enter into any special agreement for the issue of Lottery Tickets or Scratch Cards, or for the giving of a prize, otherwise than in accordance with these rules.
7. The player shall be solely responsible for verifying at the time of purchase or other acquisition that the Lottery Ticket or Scratch Card has not been mutilated, altered or tampered with and that the Lottery Ticket and Scratch Card is not defective.
8. Until such time as a name and address is placed on the reverse side of a Lottery Ticket and Scratch Card, the holder of a Lottery Ticket and Scratch Card, which has been issued in accordance with the provisions of these rules, shall be the owner thereof for the purpose of these rules.
9. When a name and address is entered on the reverse side of the Lottery Ticket and Scratch Card, the person whose name and address appears there shall be the owner of that Lottery Ticket and Scratch Card for the purposes of these rules.
10. The player is responsible for the safe custody of any Lottery Ticket and Scratch Card. Failure to produce the Lottery Ticket and Scratch Card on claiming a prize will result in refusal to pay the prize.
11. Neither the Company nor any authorised retailer will be responsible for loss, theft, mutilation or destruction of any Lottery Ticket and Scratch Card or for any errors or omissions in respect of any data recorded or omitted to be recorded on any Lottery Ticket and Scratch Card or for any loss of whatever nature suffered or incurred by any person as result of any such event or condition affecting the Lottery Ticket and Scratch Card.
12. The player is responsible for claiming and ensuring that he receives the full value of the prize to which he is entitled.
13. The player's eligibility to win a prize is subject to the Lottery Ticket and Scratch Card validation requirements.
14. There is no general right for any person to purchase a Lottery Ticket and Scratch Card. In particular, but without limitation, no Lottery Ticket and Scratch Card may be purchased by or prize paid to:
15. Any person under the age of 16 whether acting on his or her own behalf or on behalf of another person.
16. Employees of the Company or authorised retailer or domestic partners and persons who are living in the same household.
17. If a prize is paid to a person not permitted to purchase a Lottery Ticket and Scratch Card under these rules, such prize shall be repayable by that person to the Company upon demand.
18. The Company or any authorised retailer, in its sole discretion, may refuse to sell Lottery Tickets and Lottery Ticket and Scratch Cards to any person or persons.
19. Except as required by law, the Company shall not disclose the identity of any prize winner without the prior consent of that person. When consent is given, winners names will be published on the Company website and local media to facilitate promotion of the Alnwick Lottery - [www.alnwickdevelopmenttrust.org.uk](http://www.alnwickdevelopmenttrust.org.uk).
20. The Company reserves the right to require the completion of a Prize Claim Form.
21. A Prize Claim Form must be completed in the name of the Lottery Ticket and Scratch Card owner and signed by him/her or his/her duly authorised representative and be accompanied by a valid winning Lottery Ticket and Scratch Card. The Company may refuse to process for payment any Prize Claim Form which is incomplete.
22. If a claimant is unable to complete a Prize Claim Form due to legal, physical, or other disability, the Company may exceptionally, and at its sole discretion, waive the requirement for a Prize Claim Form signed by the claimant in respect of a particular Prize claim (but not the requirement to provide a valid winning Lottery Ticket and Scratch Card) providing that a duly authorised representative of the claimant completes and signs a Prize Claim Form on his/her behalf. The Prize Claim Form must be completed with both the claimant's and the representative's details

and describe the status of the representative. The Company reserves the right to request evidence of the incapacity of a claimant to claim and the authority of the representative.

- 23.** If the person signing the Prize Claim Form is a personal representative of the estate of a deceased winner, that person shall submit with the Prize Claim Form letters of administration or grant of probate showing that appointment or such other documentation as the Company shall in its discretion deem sufficient properly to establish such representative's entitlement to receive the relevant prize.
- 24.** Payment of the prize to the person shown on the Prize Claim Form as the claimant or his duly authorised representative shall fully and effectively discharge the Company and authorised retailers from any further liability for payment of that prize.
- 25.** A person who signs a Prize Claim Form shall be deemed to have represented that he is lawfully entitled to the winning prize and the information contained therein is accurate and complete, and shall indemnify the Company and authorised retailers against any costs, losses, damages and expenses which the Company and authorized retailers may suffer or incur with respect to the Lottery Ticket and Scratch Card or delivery of the Prize as a result of any misrepresentation.
- 26.** In the event of any inconsistency in the information submitted on the Prize Claim Form and/or shown on the claimed Lottery Ticket and Scratch Card or for any other reason at its complete discretion the Company may investigate and withhold all winnings which may be due to the claimant until such time as the claimant satisfies the Company that he/she is the proper person to whom the prize should be paid.
- 27.** An original valid winning Lottery Ticket and Scratch Card shall be the only valid instrument for claiming a prize.
- 28.** Before a prize can be paid on any Lottery Ticket and Scratch Card, it shall be validated according to the Company's validation procedures adopted from time to time. The Company's decision as to whether or not the Lottery Ticket and Scratch Card is valid shall be final and binding. Without prejudice to the generality of the foregoing the Company shall declare a claimed Lottery Ticket and Scratch Card invalid, and accordingly shall not pay any prize, if:
  - a. the Company reasonably believes the Lottery Ticket and Scratch Card to have been stolen;
  - b. the Lottery Ticket and Scratch Card validation number does not appear on any list held by the Company of the Lottery Tickets and Lottery Ticket and Scratch Cards issued or a valid winning Lottery Ticket and Scratch Card with that validation number has been paid previously;
  - c. the claimed Lottery Ticket and Scratch Card is counterfeit, has been forged in whole or in part or fails to pass the Company's validation and security tests;
  - d. the claimed Lottery Ticket and Scratch Card is not received by the Company within the timescale stated in these rules;
  - e. the Lottery Ticket and Scratch Card or validation number does not correspond to the Company's codes and/or is not printed correctly;
  - f. the Company reasonably believes that the Lottery Ticket and Scratch Card was purchased by a member of the classes of individual excluded from purchasing Lottery Tickets and Lottery Ticket and Scratch Cards;
  - g. the Lottery Ticket and Scratch Card is not fully legible or is mutilated, altered, unreadable, incomplete or has been tampered with in any manner;
  - h. the Lottery Ticket and Scratch Card has not been issued or sold in an authorised manner by the Company or by an authorised retailer;
- 29.** A Claimant shall be entitled to claim only the prize for which the Lottery Ticket and Scratch Card is eligible and not any other prize or any otherwise unclaimed prize.
- 30.** The Company reserves the right to withhold payment of any prize until it is entirely satisfied as to the validity of any claimed Lottery Ticket and Scratch Card and reserves the right to call for proof of identity and capacity to claim.
- 31.** The Company reserves the right to photograph any Claimant for security purposes.
- 32.** Prizes must be claimed from the company offices within the hours of 1pm to 4pm Monday to Friday and no later than 60 days after the date the Lottery Ticket and Scratch Card was purchased. Any such prize not claimed within this period will be forfeited. The Company reserves the right to make payment by cheque or other approved instrument.
- 33.** A Prize may be claimed, entirely at the claimant's risk, by posting the valid winning Lottery Ticket and Scratch Card together with a completed Prize Claim Form to the company address shown on the Prize Claim Form or on the Lottery Ticket and Scratch Card. The Lottery Ticket and Scratch Card shall contain the name and address of the claimant on the reverse side. If a Lottery Ticket and Scratch Card is sent to the company that does not have a name appearing on the reverse side of the Lottery Ticket and Scratch Card, payment will be made, subject to the provisions of these rules, to the person whose name appears on the Prize Claim Form. The Company will pay such claimant at the claimant's risk by cheque in accordance with the Company's procedures, provided that all the Lottery Ticket and Scratch Card validation requirements have been met.
- 34.** Whether or not a prize is claimed in person or by post, any relevant completed Prize Claim Form and the valid winning Lottery Ticket and Scratch Card must be received by the Company within the 60 day period. Postal claims are made at the claimant's own risk and the Company accepts no liability for claimed Lottery Tickets and Lottery Ticket and Scratch Cards and/or Prize Claim Forms lost or delayed in the post.
- 35.** Neither the Company nor any authorised retailer shall be responsible or liable to any person claiming an interest of whatever nature in a lost or stolen Lottery Ticket and Scratch Card as a result of the payment of a prize to the holder of an unsigned Lottery Ticket and Scratch Card or to the person purporting to be the person whose name is entered on the reverse of the Lottery Ticket and Scratch Card, whether or not advice of the loss or theft had been notified to the Company prior to payment of the prize. Without prejudice to the above, the Company shall use its best endeavours to carry out such identity checks and other security measures as the Company shall in its sole discretion from time to time deem reasonable and appropriate in relation to payment of any particular prize.
- 36.** In the event that the Company, in its absolute discretion, believes that the holder of a Lottery Ticket and Scratch Card presented for payment or a person whose name has been entered on the reverse of the Lottery Ticket and Scratch Card or who has completed a Prize Claim Form is not the rightful owner thereof or lawfully entitled thereto, it shall be entitled to withhold a payment of any prize pending the outcome of all appropriate checks and enquiries.

37. The Company shall not be liable to make payment of any prize on a Lottery Ticket and Scratch Card which it knows or suspects has been resold or otherwise transferred by way of trade.
38. The Company shall not be liable to pay interest on any winnings in respect of any period during which security or other relevant checks or enquiries are in process regarding any Lottery Ticket and Scratch Card presented for payment by a claimant, or during any period in which a dispute relating to the validity of a Lottery Ticket and Scratch Card or claim has not been resolved.
39. The Company will make payment to the duly authorised representative of a person under legal or other disability. The Company may, at its sole discretion, apply to a court to determine the lawful payee in any particular case.
40. Save as provided for in these rules, the right of any person to a prize shall not be assignable.
41. A person who finds a Lottery Ticket and Scratch Card which does not bear an individual person's name or address or other indication of ownership; or which does have such a name or address or other indication of ownership but such information is illegible, inaccurate or incomplete so as to prevent the finder returning the Lottery Ticket and Scratch Card to the rightful owner should, if the Lottery Ticket and Scratch Card is one in respect of which the claim period has not expired, and in respect of which a prize appears to be payable submit the Lottery Ticket and Scratch Card to the Company with a covering letter or note containing the name, address and contact telephone number of the finder and information as to the circumstances of his/her finding of the Lottery Ticket and Scratch Card and steps (if any) taken by him/her to return the Lottery Ticket and Scratch Card to its rightful owner.
42. If a Lottery Ticket and Scratch Card received by the Company pursuant to rule 38 above is a valid winning Lottery Ticket and Scratch Card and after such investigation as it considers appropriate, the Company is in its sole discretion satisfied that the finder has taken all reasonable steps to return the Lottery Ticket and Scratch Card to its rightful owner before submitting it to the Company and is satisfied that the Lottery Ticket and Scratch Card was lost by the rightful owner and found by the finder then, within a reasonable time following the end of the claim period but without prejudice to these rules, the Company may at its sole discretion pay a percentage of the prize to the finder.
43. Any person who purchases or submits a Lottery Ticket and Scratch Card for validation or who claims a prize in whatever capacity, agrees to be bound by the provisions of these rules, as amended by the Company from time to time, and any other procedures issued from time to time by the Company in respect of the Alnwick Lottery Lottery Tickets and Lottery Ticket and Scratch Cards.
44. Each Prize winner is deemed to acknowledge that, if and to the extent that the Company is legally obliged to provide a third party with details of any prize claimed by or on behalf of, or paid to the prize winner, the Company shall be entitled to do so.
45. The Company may amend, modify or otherwise change these Rules and any other procedures issued by the Company from time to time. Such amendments, modifications or changes shall be applicable with effect from their introduction.
46. In the event that any provision of these rules, of the conditions and explanations appearing on a Lottery Ticket and Scratch Card or of such other conditions as are established by the Company are determined by a court of competent jurisdiction to be void and unenforceable, such determination shall solely affect such provision and shall not, in itself, render void or unenforceable the remaining provisions hereof.
47. Where claimants provide the Company with personal information about themselves in relation to a prize claim (such as their name, address etc), the Company may hold and process that personal information in respect of that prize claim. By passing personal information to the Company, claimants agree and consent to such processing of their personal information by the Company.
48. The authorised retailer is permitted by the Company to sell Alnwick Lottery Lottery Tickets and Lottery Ticket and Scratch Cards and to display and/or have available information produced by the Company in respect of the Alnwick Lottery Lottery Tickets and Lottery Ticket and Scratch Cards. An authorised retailer is not permitted by the Company to carry out any other acts or make any admissions whatsoever in respect of the Alnwick Lottery Lottery Tickets and Lottery Ticket and Scratch Cards.
49. If a defective Lottery Ticket and Scratch Card is purchased it shall be void and the Company's only liability shall be reimbursement of its cost.
50. Neither the Company nor any authorised retailer shall in any circumstances be liable for any loss of whatever nature, including but without limitation, indirect or consequential loss, suffered or incurred by any player, any holder or owner of a Lottery Ticket and Scratch Card, any claimant or any other person arising from the participation or non-participation of any person in the Alnwick Lottery, including the loss, for whatever reason, of the chance to participate. In particular, but without prejudice to the generality of the foregoing, neither the Company nor any retailer shall be liable to any person:
  - a. in the event of force majeure including, but without limitation, any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of the Company;
  - b. for the failure of, or damage or destruction to, the Company's central computer system or records, or any part thereof;
  - c. for delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system;
  - d. for any other action or event which prevents or hinders the issue of a valid Lottery Ticket and Scratch Card;
  - e. for the refusal to sell a Lottery Ticket and Scratch Card to any person in accordance with these Rules.
51. The Company shall have the right to suspend or withdraw Alnwick Lottery Ticket and Scratch Cards at its absolute discretion at any time.
52. The Company's decision as to whether or not a Lottery Ticket and Scratch Card is a valid winning Lottery Ticket and Scratch Card or in respect of any other matter or dispute arising from the payment or awarding or non-payment or non-awarding of prizes shall be final and binding upon all players and any other person or persons having any interest in the matter or dispute. Without prejudice to the foregoing, if a prize claimed has not been paid, the Company may, solely at its discretion, reimburse the cost of the Lottery Ticket and Scratch Card. This shall be the owner of the Lottery Ticket and Scratch Card or claimant's sole and exclusive remedy, and such reimbursement or

replacement shall fully discharge the Company and authorised retailers from any liability in respect of such a dispute.

- 53.** These Rules and the rights and obligations of the Company and Players set out therein shall be governed by and construed in all respects in accordance with the laws of England and the English Courts shall have jurisdiction.
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## **Alnwick Lottery Ticket and Scratch Cards CLAIM PROCEDURE**

You can claim your prize from Reception at the offices of:

Alnwick Community Development Trust  
27 Fenkle Street  
Alnwick  
Northumberland  
NE66 1HW

Prizes will be paid by cheque. No cash is held on the premises. You will be required to produce the winning Lottery Ticket or Scratch Card, complete a prize claim form and may be asked to provide proof of identity.

All Alnwick Lottery prizes must be claimed within 60 days of purchase. Any prize not claimed within this period will be forfeited.

**ALNWICK LOTTERY  
PRIZE CLAIM FORM  
(PLEASE COMPLETE IN BLOCK CAPITALS)**

**Winning Lottery Ticket or Scratch Card Number:**

\_\_\_\_\_

**Claimant's Full Name:** \_\_\_\_\_

**Claimant's Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Post Code** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_

**Claimant's Signature** \_\_\_\_\_

**Company Representative Signature** \_\_\_\_\_

*Attach winning Lottery Ticket  
and Scratch Card here*

**Claimant's ID Checked YES/NO**

**Promotion permission obtained YES/NO**

If a claimant is unable to complete this Prize Claim Form due to legal, physical, or other disability, the Company may exceptionally, and at its sole discretion, waive the requirement for a Prize Claim Form signed by the claimant in respect of a particular Prize claim (but not the requirement to provide a valid winning Lottery Ticket and Scratch Card) providing that a duly authorised representative of the claimant completes and signs a Prize Claim Form on his/her behalf. The Prize Claim Form must be completed with both the claimant's and the representative's details and describe the status of the representative. The Company reserves the right to request evidence of the incapacity of a claimant to claim and the authority of the representative to act on their behalf.

**Representative's Full Name:** \_\_\_\_\_

**Representative's Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Post Code** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_

**Representative's Signature** \_\_\_\_\_