The following terms and conditions lay out the rules for Barnardo's Winners Club. Please note new terms and conditions will take effect from your company's next draw period. Listed below are the current terms and conditions and relevant end dates as well as new terms and conditions and relevant end dates.

Current Terms and Conditions

Effective until:

30th June 2025 for quarterly draws 30th September 2025 for six-monthly draws 31st March 2026 for annual draws

1. Barnardo's (the promoter) is licensed and regulated in Great Britain by the Gambling Commission under account number <u>4642</u>. This lottery (Winners Club) is subject to the laws of England, Wales and Scotland and run under the rules laid down by the Gambling Act 2005.

2. Winners Club lottery draws are run on behalf of Barnardo's by StarVale Management & Technologies Limited, Galgate Mill, The Tannery, Chapel Lane, Galgate, Lancaster, LA2 0PR, an External Lottery Manager who conducts multiple society lotteries on behalf of societies such as Barnardo's. StarVale Management & Technologies Limited is licensed and regulated in Great Britain by the <u>Gambling Commission</u> under account number <u>3273</u>.

3. All proceeds from the lottery, less the amounts paid in prizes, go to Barnardo's Children's Charity (Registered office address: Tanners Lane, Barkingside, Ilford, Essex IG6 1QG). Registered Charity No: 216250 / SC037605. The responsible persons for the lottery are Fiona Meyers and Rebecca Broadbent: workplacegiving@barnardos.org.uk, Barnardo's, Tanners Lane, Barkingside, Ilford, Essex IG6 1QG

Age verification

4. It is an offence for anyone under the age of 16 to enter a society lottery. Barnardo's has determined that the minimum age requirement for entry into our lotteries is 18 and that as a further condition of entry we require you to confirm that:

- a) you are 18 years of age or over
- b) you will not buy or purport to buy an entry to the lottery on behalf of anybody under the age of 18
- c) you will provide the promoter with accurate entry information, including your name and contact details and you accept that it is your responsibility to keep the promoter informed of any changes to this information as soon as reasonably possible
- d) you shall not be entitled to receive any prize if you are unable to substantiate, to the promoter's satisfaction, your representations under paragraphs 4(a), (b) and (c) above.

5. Any person found to be under 18 years old who has entered the lottery will be excluded from future entries, have any payroll deductions that have been made refunded and, if applicable, any prizes won will be withheld.

Joining the lottery

6. The cost of each entry is £1. Players can take a maximum of ten lines. Payment needs to have been taken before entry into draws can begin. To join the lottery your employer must be provided with a completed joining form. Upon receipt on your joining form, the promoter will then write to you to confirm entry.

7. Each participating employer has its own draw for its own employees, which is managed and facilitated by the promoter in accordance with these terms and conditions. Terms and conditions will be available at point of joining and can be viewed on this page. Relevant draw information including odds of winning, prize value and draw frequency <u>can be found here</u>.

Payroll deductions and partial payment

8. The cost of each entry is £1 per week. The amount deducted by payroll will be dependent upon frequency of pay (see clause 11). Payment for the lottery entries will be made via payroll deductions only. Your employer will implement the payroll deduction directly from your pay once a completed joining form with authorisation has been received.

9. The standard draw period is 13 weeks and all entries purchased during the draw period will be included in the draw as a chance to win. Barnardo's reserves the right to extend the draw period to 26 or 52 weeks to ensure compliance with Gambling Commission Licence Conditions and Code of Practice Rule 11.1 (A society lottery must apply a minimum of 20% of the gross proceeds of each lottery directly to the purpose of the society). In order to comply with these regulations, in the event that the number of players in a draw is less than 5, Barnardo's reserves the right to close a company's scheme following the next scheduled draw.

10. To be included in the draw, you must have purchased at least one entry during the draw period. It is possible for players to purchase multiple entries to a maximum of 10 entries each payroll cycle (i.e. weekly or monthly paid).

11. The amount taken from your pay will depend on how often you are paid. If you purchase the minimum of one entry per week, the following deductions will be made on your payday:

- a. £1 if you are paid weekly
- b. £4.34 if you are paid calendar monthly
- c. £4 if you are paid lunar monthly (every four weeks) If you sign up for more than one entry the above figures will be multiplied by the number of entries purchased (up to a maximum of 10).

12. For each set of 13 entries, calendar monthly paying players will be contributing £13.02 per draw period and the promoter will treat the additional two pence per 13 entries as a donation to Barnardo's Children's Charity.

13. If you have purchased less than 13 entries during a draw period, each £1 will purchase one entry into the next draw. Surplus money between 1p and 99p will be treated as a donation to Barnardo's Children's Charity. For example, if total deductions at the end of 13 weeks equal \pounds 8.68, this will purchase 8 entries into the draw with the remaining 68p being treated as a donation.

Lottery prize fund and customer funds

14. The promoter will hold all customer funds in a segregated bank account of trust status to protect the customer funds against the insolvency of the promoter. This is considered a

'medium' level of protection by the Gambling Commission. Customer funds are player funds for lottery tickets that the promoter holds on behalf of the players until the lottery draw, including prize funds that have been allocated but not yet paid to the winner.

Prize draws and prize payments

15. Your employer will send the promoter 100 per cent of the payroll deductions they have made for the lottery within five working days of the deductions being taken. At the end of each draw period the promoter will split the total sum of payments received for the lottery with 80 per cent of the proceeds going to Barnardo's Children's Charity and 20 per cent being put into the prize fund for that organisation. There is one winner unless the company has requested otherwise. Please note that this is not a 'fixed odds' lottery. Odds of winning based on previous draws is available (see clause 7).

16. The draw is completed by StarVale Management & Technologies Limited on behalf of the promoter using your employer's payroll schedule of payments, player names and employee numbers. An electronic random number chooser, which has been audited by a Gambling Commission approved auditor, will then select winners from the loaded list of entrants.

17. The promoter will contact your employer to announce the winners of the draw. There are no alternatives to the cash prizes and no interest is payable.

18. The promoter will pay the prizes to the winners of the lottery c/o the winner's company by cheque within 28 days of the draw date or via BACS if cheque payment is not possible. In the event of a delay, winners will be notified as soon as reasonably possible.

19. Whilst every effort will be made to contact winners, if we are unable to make contact within 90 days of the draw, unclaimed prizes will be used to fund Barnardo's vital work.

20. Barnardo's reserves the right to cancel prize cheques that are not cashed six months after the date of issue and to treat the winning prize as a donation to Barnardo's Children's Charity.

21. The promoter accepts no liability for loss, theft or delay and is not liable for any late bank payments.

Responsible gambling

22. The lottery is intended to be a fun way to support the promoter's work. If you feel you have a problem with gambling visit the promotor's <u>self-exclusion and responsible gambling page</u> or the <u>BeGambleaware</u> website, or call the National Helpline on 0808 8020 133 – lines are open 8.00am until midnight – where you can get help and advice.

Self-exclusion

23. You can self-exclude from the lottery or ALL of the promoter's lotteries for a minimum period of six months and up to a period of five years if it is needed. Any self-exclusion period may, on request, be extended for one or more further periods of at least six months.

24. This can be done by filling in the self-exclusion form on the promotor's <u>self-exclusion and</u> <u>responsible gambling page</u> or making the request in writing to the supporter relations team at the promoter's registered office address (see paragraph 2). You should read the guidance notes on the consequences of self-exclusion and agree to them before the period commences.

Cancellation

25. To stop payment deductions for the lottery please request this in writing to your employers' payroll team directly.

26. Where payroll deductions are cancelled part way through a draw period, any payroll deductions already made will be treated as partial payment (see rule 13 above).

Data protection

27. The promoter will comply with the General Data Protection Regulation (GDPR) and Data Protection Act 2018 to protect your personal data for the purposes of administering your participation in the lottery and communicating with you about the lottery. The promoter will not share your data with third parties for marketing purposes. Unless otherwise indicated by you, the promoter may occasionally send you information to keep you up to date with the work that your contributions help fund and other ways in which you can support the promoter.

Complaints

28. All complaints and disputes relating to the lottery will be dealt with by the promoter in accordance with the promoter's lottery-specific complaints and disputes policy and procedure. A copy of this is available on the Lotteries and raffles: how to make a complaint page or by emailing workplacegiving@barnardos.org.uk.

29. In the event a 'dispute' (as defined within the promoter's policy) cannot be resolved by these means then it may be referred to Alternative Dispute Resolution (ADR). As a member of the Lotteries Council, the promoter's ADR entity will be The Independent Betting Adjudication Service (IBAS). IBAS is a free to use service and its contact details are:

Independent Betting Adjudication Service, PO Box 62639, London, EC3P 3AS

Telephone: 020 7347 5883

Email: adjudication@ibas-uk.co.uk

Promoter rights

30. The promoter has the right to change or update the lottery rules and/or lottery prize fund at its discretion. Your company will be notified of material changes to the rules before those changes take effect. Full terms and conditions are available at https://www.barnardos.org.uk/lotteries-raffles/winners-club-workplace-lottery/terms-

at https://www.barnardos.org.uk/lotteries-raffles/winners-club-workplace-lottery/terms-conditions.

31. The promoter reserves the right, without notice or reason, to cancel or refuse entry into the lottery. This decision shall be final and binding.

New Terms and Conditions

Effective from:

1st July 2025 for quarterly draws 1st October 2025 for six-monthly draws 1st April 2026 for annual draws

1. Barnardo's (the *promoter/we/us/Barnardo's*) is licensed and regulated in Great Britain by the Gambling Commission under account number <u>4642</u>. This lottery (Winners Club) is a 'society lottery' and is subject to the laws of England, Wales and Scotland and run under the rules laid down by the Gambling Act 2005.

2. Winners Club lottery draws are run on behalf of Barnardo's by StarVale Management & Technologies Limited, Galgate Mill, The Tannery, Chapel Lane, Galgate, Lancaster, LA2 OPR, an External Lottery Manager who conducts multiple society lotteries on behalf of societies such as Barnardo's. StarVale Management & Technologies Limited is licensed and regulated in Great Britain by the <u>Gambling Commission</u> under account number <u>3273</u>.

3. Winners Club lottery draws may be entered by employees of organisations that have registered with us as a participating employer.

4. All proceeds from the lottery, less the amounts paid in prizes, go to Barnardo's Children's Charity (Registered office address: Tanners Lane, Barkingside, Ilford, Essex IG6 1QG). Registered Charity No: 216250 / SC037605. The responsible persons for the lottery are Fiona Meyers and Rebecca Broadbent: <u>workplacegiving@barnardos.org.uk</u>, Barnardo's, Tanners Lane, Barkingside, Ilford, Essex IG6 1QG

5. In these terms 'you' or 'player' means an employee of a participating employer that wishes to purchase or has purchased one or more entries into the Winners Club lottery. A '*participating employer*' or '*employer*' is an organisation whose employees are entitled to enter the Winners Club lottery.

Entry conditions and verification

6. It is an offence for anyone under the age of 16 to enter a society lottery. Barnardo's has determined that the minimum age requirement for entry into our lotteries is 18 and that as a further condition of entry we require you to confirm that:

a) you are 18 years of age or over; andb) you will not buy or purport to buy an entry to the lottery on behalf of anybody under the age of 18

7. You will provide us with accurate entry information, including your name and contact details and you accept that it is your responsibility to keep us informed of any changes to this information as soon as reasonably possible.

8. We reserve the right to carry out any checks we deem necessary to confirm eligibility to any lottery draw and you will not be entitled to receive any prize if you are unable to evidence, to our satisfaction, that you meet the conditions under paragraph 6 above.

9. Any person found to have breached the conditions under paragraph 4 above be excluded from future entries, any entry monies paid over by them will be returned to them and, if applicable, any prizes won by them will be withheld.

10. Designated Barnardo's employees with direct responsibilities in managing the Winners Club may not enter.

Joining the Winners Club

11. The cost of each entry is £1 per week. Players can purchase a maximum of six entries per week. To be included in a draw, (i) you must have purchased at least one entry to that draw; (ii) your employer must have provided to us all details requested of them by us, including your allocated payroll ID number; and (iii) payment must have been successfully received by us from your employer for all entries purchased for the relevant draw.

12. We are not responsible for any delay in receiving relevant information or payment of the cost of your draw entries from your employer. Please note that any such delays may delay your entry into the draw.

13. Terms and conditions will be available at point of joining the Winners Club and can be viewed here: <u>www.barnardos.org.uk/winners-club-rules</u> Relevant draw information including odds of winning, prize value and draw frequency <u>can be found here</u>.

Payroll deductions

14. The cost of each entry is deducted by your employer from your payroll.

15. The deductions are the responsibility of your employer and must have reached us before the draw is made in order to allow your entry into that draw.

16. The amount to be deducted from your payroll will be dependent upon frequency of pay, for example:.

If you purchase the minimum of one entry, the following deductions will be made:

- a. £1 if you are paid weekly
- b. £4.34 if you are paid calendar monthly
- c. £4 if you are paid lunar monthly (every four weeks)

If you purchase the maximum of six entries per week, the following deductions will be made:

- a. £6 if you are paid weekly
- b. £26.04 if you are paid calendar monthly
- c. £24 if you are paid lunar monthly

Lottery prize fund and customer funds

17. Once received from your employer, we will hold all *customer funds*, as defined by the Gambling Commission, in a segregated bank account of trust status to protect the customer funds against the insolvency of the promoter. This is considered a 'medium' level of protection by the Gambling Commission.

Customer funds are player funds for lottery tickets that the promoter holds on behalf of the players until the lottery draw, including prize funds that have been allocated but not yet paid to the winner.

The draw

18. A *draw period* is the time a draw is open and players can enter. The standard draw period is 13 weeks and all entries purchased during the draw period and for which we have received funds from your employer will be included in that draw. The draw period will run for the relevant calendar quarter from April – June, July-September, October – December and January -March.

19. A society lottery must apply a minimum of 20% of the gross proceeds of each lottery directly to the purpose of the society). Accordingly, we reserve the right to extend the draw period to 26 or 52 weeks to ensure compliance with Gambling Commission Licence Conditions and Code of Practice Rule 11.1. Draw periods for 26 week draws are April to September and October to March; for a 52 week it is April to March. Additionally, in the event that the number of players in a draw is less than 10, we reserve the right to close an employer's scheme following the next scheduled draw.

20. Once a draw period is closed, the total overall amount deducted from your pay during the draw period will determine the number of entries attributed to you. We will treat any sums over and above the costs of the entries for that period as a donation to Barnardo's. Draws will be made within 16 weeks from the closing of the draw period subject always to receipt of correct entry information and payments from the employer. Any delays in making the draw that will extend the timeframe for the draw will be communicated to the employer and the employer will be asked by us to notify you of the proposed revised draw date. Specific draw dates, once set, will also be made available to you by you contacting your employer.

21. Each draw is completed by StarVale Management & Technologies Limited on behalf of the promoter using your employer's payroll schedule of payments, player names and employee numbers. An electronic random number chooser, which has been audited by a Gambling Commission approved auditor, will then select winners from the list of active entries.

22. A separate draw will be conducted of the employees of each employer registered with us. It will be managed and facilitated by us in accordance with these terms and conditions.

Prize fund and prize payments

23. At the end of each draw period we will allocate 80 per cent of the total draw entry funds transferred to us by your employer as a donation Barnardo's Children's Charity with the remaining 20 per cent forming the prize fund for that draw.

24. There is one winner unless your employer has requested otherwise.

25. Please note that this is not a 'fixed odds' lottery. Information on the odds of winning based on previous draws is available here https://www.barnardos.org.uk/get-involved/donate/lotteries-raffles

26. We will contact your employer in sufficient time to allow the notification of the winners of the draw within 7 days of that draw, by your employer.

27. There are no alternatives to the cash prizes and no interest is payable.

28. We will send a cheque for the prize monies, payable to the winner, to your employer within 21 days of the draw date, for onward transmission to the winner (by such means as chosen by the employer). In the event of an anticipated delay in making payment, winners will

be notified by your employer as soon as reasonably possible (by such means as chosen by the employer).

29. We reserve the right to cancel prize cheques that are not cashed six months after the date of issue and to treat the winning prize as a donation to Barnardo's Children's Charity.

30. To the extent permissible by law, we accept no liability for loss, theft or delay and accept no liability for any late payments.

Responsible gambling

31. The lottery is intended to be a fun way to support Barnardo's work. If you feel you have a problem with gambling visit our <u>self-exclusion and responsible gambling page</u> or the <u>BeGambleaware</u> website, or call the National Helpline on 0808 8020 133 – lines are open 8.00am until midnight – where you can get help and advice.

Self-exclusion

32. You can self-exclude from ALL of our lotteries for a minimum period of six months and up to a period of five years if it is needed. Any self-exclusion period may, on request, be extended for one or more further periods of at least six months.

33. This can be done by filling in the self-exclusion form on our<u>self-exclusion and responsible</u> gambling page or making the request in writing to the Supporter Care team at the our registered office address (see paragraph 2). You should read the guidance notes on the consequences of self-exclusion and agree to them before the period commences.

Cancellation

34. To stop payment deductions for the lottery please instruct your employers' payroll team directly.

35. Where payroll deductions are cancelled part way through a draw period, any payroll deductions already made will be treated as partial payment and entries will be pro rata'd accordingly.

Data protection

36. We will comply with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018 to protect your personal data for the purposes of administering your participation in the lottery and communicating with you about the lottery. We will not share your data with third parties for marketing purposes. We may occasionally wish to send you information to keep you up to date with the work that your contributions help fund and other ways in which you can support us. We will only contact you by Email, SMS or telephone, if you have indicated to us in your joining form that we may do so for these purposes. For more information about how we use personal data see : <u>Privacy notice | Barnardo's</u>

Complaints

37. All complaints and disputes relating to the lottery will be dealt with by us in accordance with our lottery-specific complaints and disputes policy and procedure. A copy of this is available on the Lotteries and raffles: how to make a complaint page or by emailing workplacegiving@barnardos.org.uk.

38. In the event a 'dispute' (as defined within the policy) cannot be resolved by these means then it may be referred to Alternative Dispute Resolution (ADR). As a member of the Lotteries Council, the promoter's ADR entity will be The Independent Betting Adjudication Service (IBAS). IBAS is a free to use service and its contact details are:

Independent Betting Adjudication Service, PO Box 62639, London, EC3P 3AS

Telephone: 020 7347 5883

Email: adjudication@ibas-uk.co.uk

Promoter rights

39. We reserve the right to change or update the lottery rules and/or lottery prize fund at our discretion. The employer will be notified of material changes to the rules before those changes take effect. Full terms and conditions are available at www.barnardos.org.uk/winners-club-rules.

40. We reserve the right, without issuing notice or reasons, to cancel or refuse entry of any player into the lottery or cancel or suspend future draws for any given employer. This decision shall be final and binding.

Acceptance of terms

41. By entering into The Winners Club lottery each player is agreeing to abide by the above terms and conditions.