

Hampshire and Isle of Wight Opportunity Society Full Terms and Conditions for Scratch Cards.

This full list of terms and conditions for the IW Lottery scratch cards can be found on our website www.iwchamber.co.uk/lottery/scratchcards/ and are in addition to the terms and conditions as stated on the reverse of the ticket.

- Each ticket is only to be sold by Hampshire and Isle of Wight Opportunity Society or its authorised retailers for the retail sale price of £1 as printed on the face of the ticket.
- The play style for each game is that indicated on the ticket and neither any member of the playing public or retailer shall enter into any special arrangement for the issue of a ticket or tickets (or for the giving of a prize) other than in accordance with the rules and procedures set out herein.
- The player shall be solely responsible for verifying at the time of purchase or other acquisition that (in respect of those parts of the ticket clearly visible to the player) the ticket has not been mutilated altered or tampered with and that the ticket is not a defective ticket.
- Until such time as a name and address is placed on the reverse side of the ticket, the holder of a ticket which has been issued in accordance with the provisions of these rules shall be the owner of the ticket for the purpose of these rules. The tickets are not on a sale or return basis, they are non-transferrable and non-refundable.
- When a name and address is entered on the reverse side of the ticket, subject to the provisions of these rules, that person whose name and address appears there shall be the legal owner of that ticket for the purposes of these rules.
- The player is responsible for the safe custody of any ticket. Failure to produce the ticket on claiming a prize will result in refusal to pay the prize.
- Neither Hampshire and Isle of Wight Opportunity Society or any retailer (as mentioned herewith) shall be responsible for loss, theft, mutilation or destruction of any ticket or for any errors or omissions in respect of any data recorded or omitted to be recorded on any ticket or for any loss of whatever nature suffered or incurred by any person as a result of any such event or condition affecting the ticket.
- The player is responsible for claiming and ensuring that they receive the full value of the prize to which they are entitled.
- The player's eligibility to win a prize is subject to the ticket validation requirements.
- There is no general right for any person to purchase a ticket. In particular, but without limitation, no ticket may be purchased by or prize paid to:
 1. Any minor (under 16) whether acting on their own behalf or on behalf of another person; &
 2. Any such other person or category of persons as the company may agree from time to time.
- If a prize is paid to a person not permitted by the rules to be paid a prize, such prize shall be repayable by that person to Hampshire and Isle of Wight Opportunity Society upon demand.
- Hampshire and Isle of Wight Opportunity Society or any retailer, at its sole discretion, may refuse to sell tickets to any person or persons without giving reasons, but which may include circumstances in which, in its view, that person or persons is or are playing in a manner which it or the retailer deems to be interfering with other players' or potential players' reasonable access to that game.

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- Except, as required by Law, Hampshire and Isle of Wight Opportunity Society shall not disclose the identity of any prize winner without obtaining their prior consent first, however, in the event of winning the £1,000 prize, publicity is mandatory, but will be agreed with the winner in advance of going to press.
- Up to £20 prizes can be claimed in cash from the retailer but prizes of £50 or more will be paid as a cheque and need to be claimed in person or by post from IW Lottery at Mill Court, Furlongs, Newport, Isle of Wight, PO30 2AA. Please see reverse of tickets for full details.
- If a prize needs to be claimed in the post valid winning tickets of £50 prizes or more must be received by Hampshire and Isle of Wight Opportunity Society at the IW Lottery address as stated on the back of the card within the required claim period. Postal claims are made at the claimants own risk and Hampshire and Isle of Wight Opportunity Society accepts no liability for claimed tickets lost or delayed in the post. Hampshire and Isle of Wight Opportunity Society will pay such claimant at the claimant's risk by cheque in accordance with the Hampshire and Isle of Wight Opportunity Societies procedures, provided that all the ticket validation requirements have been met. (Proof of postage is not proof of delivery; Registered or Special delivery is recommended)
- Hampshire and Isle of Wight Opportunity Society has the right to refuse reimbursement of prize money whereby the rules and regulations have not been followed or in the absence of a winning ticket and winner's signature.
- Payment of the prize to the person shown on the prize claim form as the claimant or their duly authorised representative shall fully and effectively discharge Hampshire and Isle of Wight Opportunity Society, its officers, employees, representatives, contractors and any person, firm or company authorised by Hampshire and Isle of Wight Opportunity Society to pay scratch card prizes from any further liability for payment of that prize.
- A person who signs a prize claim form shall be deemed to have represented that they are lawfully entitled to the winning prize and the information contained therein is accurate and complete, and shall indemnify Hampshire and Isle of Wight Opportunity Society against any costs, losses, damages and expenses which they may suffer or incur with respect to the ticket or delivery of the prize as a result of any misrepresentation.
- In the event of any inconsistency in the information submitted on the prize claim form and/or shown on the claimed ticket or for any other reason at its complete discretion Hampshire and Isle of Wight Opportunity Society may investigate and withhold all winnings which may be due to the claimant until such time as the claimant satisfies Hampshire and Isle of Wight Opportunity Society that he/she is the proper person to whom the prize should be paid.
- All prizes must be claimed within 28 days of the last date of sale. Any such prize not so claimed within this period will be forfeited and all cheques will need to be cashed within 6 months of the date of the cheque. Failure to do so will render the cheque void and Hampshire and Isle of Wight Opportunity Society will be discharged from any further liability of paying that prize. Unclaimed prize money will be added to the good cause's fund.
- Before a prize can be paid on any claimed ticket, it shall be validated according to Hampshire and Isle of Wight Opportunity Societies validation procedures. Hampshire and Isle of Wight Opportunity Societies decision as to whether or not the claimed ticket is valid shall be final and binding. Without prejudice to the generality of the foregoing Hampshire and Isle of

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Wight Opportunity Society shall, at its discretion, declare a claimed ticket invalid, and accordingly shall not pay any prize, if:

1. They reasonably believe the claimed ticket to have been stolen;
 2. The claimed ticket does not appear on any list held by them of the tickets issued in respect of the game;
 3. The claimed ticket is counterfeit, has been forged in whole or in part, or fails to pass the company's validation and security tests;
 4. The validation number of a claimed ticket does not appear on Hampshire and Isle of Wight Opportunity Societies official list of validation numbers of winning tickets or a valid winning ticket with that validation number has been paid previously;
 5. The validation number does not correspond, using Hampshire and Isle of Wight Opportunity Societies codes, to the play symbols or prize symbol on the claimed ticket and/or is not printed in the correct symbol font;
 6. The prize claim period has lapsed;
 7. Hampshire and Isle of Wight Opportunity Society reasonably believes that the ticket was purchased by any member of the classes of individual listed in the rules above that are not eligible to play;
 8. The claimed ticket is not fully legible or is mutilated, altered, unreadable, incomplete or has been tampered with in any manner;
 9. The claimed ticket has not been issued or sold in an authorised manner by Hampshire and Isle of Wight Opportunity Society or the retailer; and
 10. The play symbols, prize symbols, play captions, prize captions, validation number or any other unique feature of the claimed ticket does not correspond precisely with the artwork for the ticket held on file by Hampshire and Isle of Wight Opportunity Society in respect of the game to which the claimed ticket relates and/or the claimed ticket is defective and/or misprinted, in whole or in part.
- Subject to the provisions above a valid winning ticket shall be the only valid instrument for claiming a prize.
 - A claimant shall be entitled to claim only the prize or prizes for which the validated ticket is eligible and not any other prize or any otherwise unclaimed prize in that particular game.
 - Hampshire and Isle of Wight Opportunity Society reserves the right to withhold payment of any prize until it is entirely satisfied as to the validity of any claimed ticket and the claimants bona fides, and reserves the right to call for proof of identity and capacity to claim.
 - Hampshire and Isle of Wight Opportunity Society reserves the right to retain any ticket submitted to them for validation purposes.
 - Hampshire and Isle of Wight Opportunity Society shall not be liable to make payment of any prize on a ticket which it knows or suspects has been resold or otherwise transferred by way of trade.
 - Hampshire and Isle of Wight Opportunity Society 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 ticket presented by a claimant or during the period in which a dispute relating to the validity of a ticket or claim has not been resolved.
 - Any person who purchases or submits a ticket for validation or who claims a prize in whatever capacity, agrees to be bound by the provisions contained herein and as amended from time to time.

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- Each prize winner is deemed to acknowledge that, if and to the extent that Hampshire and Isle of Wight Opportunity Society 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 Hampshire and Isle of Wight Opportunity Society shall be entitled to do so.
- Hampshire and Isle of Wight Opportunity Society may amend, modify or otherwise change these rules and any specific game rules, procedures from time to time. Such amendments, modifications or changes shall be applicable to prior games so far as they relate to the claim and prize payment procedures.
- Where claimants provide Hampshire and Isle of Wight Opportunity Society with personal information about themselves in relation to a prize claim (such as their name and address), Hampshire and Isle of Wight Opportunity Society may hold and process that personal information in respect of that prize claim and to fulfil its obligations under the licence granted to it by the Gambling Commission. By passing personal information to Hampshire and Isle of Wight Opportunity Society, claimants agree and consent to such processing of their personal information by Hampshire and Isle of Wight Opportunity Society.
- Neither Hampshire and Isle of Wight Opportunity Society nor any 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 ticket, any claimant or any other person arising from the withdrawal of any game or from the participation or non-participation of any person in any game, including the loss, for whatever reason, of the chance to participate in such game. In particular, but without prejudice to the generality of the foregoing, neither Hampshire and Isle of Wight Opportunity Society nor any retailer shall be liable to any person in the following circumstances:
 1. 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 Hampshire and Isle of Wight Opportunity Society or retailer;
 2. For the failure of, or damage or destruction to, the company's central computer system or records, or any part thereof;
 3. For delays, losses, errors or omissions in or made by the postal service or by the banking system;
 4. For any other action or event which prevents or hinders the issue of a valid ticket; &
 5. For the refusal to sell a ticket to any person in accordance with these rules.
- Hampshire and Isle of Wight Opportunity Society shall have the right to suspend or withdraw any game, at its absolute discretion, at any time.
- Hampshire and Isle of Wight Opportunity Societies decision as to whether or not a ticket is a valid winning ticket or in respect of any other matter or dispute arising from 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 and no correspondence will be entered into. Without prejudice, if a prize claimed has not been paid, Hampshire and Isle of Wight Opportunity Society may, solely at its discretion, reimburse the cost of the ticket or replace the disputed ticket with a replacement ticket. This shall be the owner of the ticket or claimant's sole and exclusive remedy, and such reimbursement or replacement shall fully discharge the company from any liability in

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respect of such a dispute. Hampshire and Isle of Wight Opportunity Society may withhold payment of a prize until any dispute has been resolved.

- These rules and the rights and obligations of Hampshire and Isle of Wight Opportunity Society, retailer and players set out there in shall be governed by and construed in all respects in accordance with the Laws of England and the English Courts shall have jurisdiction.

HOW TO CONTACT US:

Phone – 01983 529888

Email – lottery@iwchamber.co.uk

Web – www.iwchamber.co.uk/lottery/scratchcards/

Postal – IW Lottery, Mill Court, Furlongs, Newport, Isle of Wight, PO30 2AA

Complaints or comments should be directed to any of the above. Calls from a BT Line are charged at your calling plan's standard network rate; mobiles and other providers will vary and be exceptionally more.

The information contained here is correct at the time of print in January 2017.