

# DSFRS COD LOTTERY RULES AND REGULATIONS

This document has been approved for use by the Directors of Devon and Somerset Fire and Rescue Service Corps of Drums Community Interest Company.

The Directors are as follows;

Mr Dave Morley  
Mr Ian Washburn  
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## Document Information

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## Version History

VERSION	DATE	AUTHOR(S)	DESCRIPTION
0.1	14/01/2024	EV	Initial creation and draft of document
0.2	20/01/2024	EV	Amendment of document oversight
0.3	28/01/2024	EV	Increase of age requirement in-line with anticipated legislation from the Government Department for Culture, Media and Sport Policy paper, High stakes: gambling reform for the digital age
1.0	09/05/2024	EV	Initial release

*Devon and Somerset Fire and Rescue Service Corps of Drums CIC Lottery*

## 1. Introduction

- a. This document will set out the rules, regulations and operating conditions of the Small Society Lottery of Devon and Somerset Fire and Rescue Service Corps of Drums Community Interest Company.

## 2. Definitions

- “DSFRS CoD” – Devon and Somerset Fire and Rescue Service Corps of Drums Community Interest Company
- “The Directors” – The Directors of DSFRS CoD CIC
- “The Promoter” – an elected member of DSFRS CoD who will oversee the Lottery
- “Act” – The Gambling Act 2005
- “The Lottery” – Devon and Somerset Fire and Rescue Service Corps of Drums Lottery
- “Draw” – The process by which a winner(s) is selected
- “Player” – An individual who has registered with the Lottery
- “Rules” – The rules of the Lottery as set out in this document
- “Chance” – The entry into the Lottery

## 3. Scope and General Information

- a. Devon and Somerset Fire and Rescue Service Corps of Drums Lottery, (“the Lottery”), will be operated as a Small Society Lottery as it pertains to the Gambling Act 2005, as amended, (“the Act”).
- b. The Lottery shall be run to the benefit of DSFRS CoD in their capacity as a Community Interest Company.
- c. The Lottery shall be managed and administered by the Directors of DSFRS CoD.
- d. The Lottery shall be promoted by a member of DSFRS CoD and shall be nominated to that position by the Directors of DSFRS CoD.
- e. The Lottery shall be administered by the Directors.
- f. The Lottery shall run as a three-number lottery utilising the draw of the six-ball National Lottery as the means of determining a winner.

## 4. Entry into the Lottery

- a. The Lottery shall be promoted in accordance with the Act and as such, by purchasing Lottery Chances you will be required to confirm that;
  - i. You are at least 18 years of age
  - ii. You are a resident of the United Kingdom of Great Britain and Northern Ireland
  - iii. You will not buy or claim to buy Lottery Chances on behalf of any other person
- b. If the Player is found to be in breach of any of the conditions laid out in 4(a) they will forfeit entitlement to the Lottery and forfeit any prizes to be paid out.

- c. Registration with the Lottery will be achieved through email, either directly to the Promoter or through a regularly monitored drop box available through the website of DSFRS CoD.
- d. When registering for the Lottery, the following information will be required;
  - i. Player's first and last name
  - ii. Player's date of birth to confirm the player is over the age of 18
  - iii. Player's email address
  - iv. The number of Chances the player wishes to purchase
  - v. The numbers the player wishes to enter for each Chance
  - vi. The Player's consent to be included in public results
- e. Entry in the Lottery will cost £5.00 per Chance.
- f. Each Chance will consist of three numbers chosen by the player in the range of 1 to 59 inclusive.
- g. Each Player will be given a Lottery entry number for the purposes of payments and auditing.
- h. Players may choose to remain anonymous in public results, in which case any personal information will be removed from publications. In the event of a win, the announcement will be that there has been a winner but no further detail will be included.

#### 5. Payment

- a. The Lottery will be drawn once per month and payment will be requested once per month, with draws taking place on the last Wednesday of the month.
- b. Payment for Chances will be through bank transfer. The Player will be provided with the account details of the Lottery and will be requested to pay when signing up to the Lottery and thence via standing-order on the 1<sup>st</sup> of the month.
- c. Payment will be verified by the Promoter to ensure a player is entitled to be entered into the draw of the Lottery.
- d. Players who have not paid will be sent a reminder of payment in advance of the draw.
- e. Players who fail to pay before the draw will not be entered and will forfeit that round.
- f. Players will reference their payment with their Lottery entry number followed by their first and last name initials.
- g. Lottery funds will be held in a separate account administered by the Directors.

#### 6. Chances

- a. Players may have as many Chances in the Lottery as they wish, with each Chance costing £5.00.
- b. Chances will consist of three numbers chosen by the Player from the standard National Lottery pool of 1 to 59 inclusive.
- c. If a player has no preference of numbers, they may inform the Promoter to choose numbers for them, in which case a random number generator from 1 to 59 inclusive will be used to assign the player their Chance.

- d. If the player requests the Promoter to assign them numbers, they will be informed of these numbers via the email they provided to the Lottery.
- e. Player's numbers may be changed at any point, provided the following conditions are met;
  - i. The Promoter is informed by email of the changes
  - ii. The changes are made at least 48 hours before the draw takes place
- f. Players may change the number of chances they purchase at any point.
- g. If a player wishes to change the number of chances they purchase, they shall inform the Promoter of the change and will follow the processes laid out in either Section 4(d) followed by Section 5(b), or Section 9, dependent on circumstance, via the contacts set out in Section 15(a).

## 7. Draws

- a. The Draw will take place on the last Wednesday of the month.
- b. The Draw will be based on the 2000UTC, (BST as applicable), draw of the UK National Lottery Lotto to ensure fairness, taken from the National Lottery website <https://www.national-lottery.co.uk/results/lotto/draw-history>.
- c. The Draw will utilise the six numbers from the main portion of the draw of the National Lottery, with Players required to match all three of their numbers to three of the six in the draw of the National Lottery Lotto draw.
- d. The bonus ball to the National Lottery Lotto will play no factor in the Lottery.
- e. All other draws of the National Lottery Lotto will play no factor in the Lottery.
- f. The order of balls drawn in the National Lottery Lotto will play no factor in the Lottery.
- g. Entry into the draw will be closed 48 hours before the draw, i.e. at 2000 UTC(BST) on the Monday preceding the draw.
- h. In the event of the National Lottery Lotto draw as described in Section 7(b) not occurring or being declared void, the Draw will be voided and the prize rolled-over to the next Draw.
- i. In the event of the draw as described in Section 7(b) ceasing to occur or is subjected to a fundamental change preventing a winner being drawn, the Promoter reserves the right to select an alternative Draw process so as to maintain the Lottery as currently described in this document. This will be communicated to Players with as much notice as reasonably practicable.

## 8. Results, Winners and Payments

- a. Results will be recorded and tracked in a spreadsheet administered by the Promoter of the Lottery for all contestants.
- b. The results will be freely available to any Player who wishes to see them.
- c. If a Player wishes to see the full results, a request shall be made to the Promoter and these will be provided in a timely fashion.
- d. Results will be published on the DSFRS CoD website within one week of the Draw.
- e. If there are no winners to the Draw, i.e. no Players match all three of their numbers, the winnings will be rolled-over to the following month's Draw.

- f. If a Player matches all of their numbers to those drawn during the Draw, they are entitled to the winnings of that Draw.
- g. If multiple Players match all of their numbers to those drawn during the Draw, each winning Player will be entitled to an equal split of the winnings of that Draw.
- h. Players who are entitled to all or part of the winnings will be contacted by email by the Promoter to inform them of such within one week of the winning Draw.
- i. Upon receipt of the results from the Promoter, the Player(s) will need to provide their banking information into which the winning amount(s) will be deposited by the Promoter of the Lottery.
- j. Players will be required to provide banking information with the same name as the entrant to the Lottery, to ensure that the winnings are being deposited to a contestant of the Lottery.
- k. In the event of non-collection of winnings and after all reasonable attempts to make contact with the Player have been made, the Player will forfeit their winnings. In this circumstance, one of two outcomes will be determined;
  - i. Sole winner – the Draw will be rolled-over to the following Draw.
  - ii. Multiple winners – the portion of forfeited winnings will be equally divided between the other winners of the Draw.
- l. There will be no alternatives, (i.e. non-cash), to the prize offered.

#### 9. Withdrawing from the Lottery

- a. Any player may withdraw from the Lottery at any point with no explanation needed.
- b. Withdrawal will be informed via email from the Player to the Promoter.
- c. If the Player has already paid for the month's draw, they may choose to remain in the Lottery for a final Chance or have their payment refunded and Chances forfeited.
- d. If the player requests a refund of their purchase, they will need to provide their bank details for a bank transfer for the cost of their chances. Section 8(j) will also be applicable in this instance.
- e. Players are free to rejoin the Lottery at any point and will not be discriminated against for having previously withdrawn from the Lottery.

#### 10. Disposition of Funds

- a. The Promoter reserves the right to amend the prize structure at any time, provided it stays within the limits set out by the Act.
- b. Prize funds will be provided by the purchase of Chances by Players.
- c. The prize fund will be determined by the number of Players for the Lottery, with 50% of the funds provided by Chances being available for the prize fund and the remaining 50% going to DSFRS CoD.
- d. After a winning draw, the prize fund will be set to zero and the new prize fund will be determined, dependant on the number of Players.
- e. In the event of a roll-over, the prize fund will be added to the previous draw.
- f. The prize fund will be announced in advance of the Draw.

- g. The winner(s) will be informed of their winning amount within 1 week of the Draw taking place, as well as being published on the DSFRS CoD website.

#### 11. Disputes and Protests

- a. Any disputes or protests arising from the Lottery shall be addressed to the Directors and to the Promoter, with the Directors having the deciding vote on the matter and whose decision will be final.

#### 12. Unaccounted Matters

- a. In the event of matters arising which have not been accounted for in the rules set out in this document, the matter will be referred to the Directors whose decision on the matter will be final.

#### 13. Alterations

- a. Any alterations made to the rules set out in this document will be proposed to and agreed by the Directors.
- b. Proposals of alterations will be sent to Players who may registered their vote against the alterations if they wish. This will be taken into account by the Directors when voting on alterations.
- c. Approved alterations which result in an update to this document will be communicated to Players of the Lottery and an updated version of this document will be sent to them as well as being made available on the DSFRS CoD website.

#### 14. Suspension or Dissolution

- a. The Promoter may, (at their absolute discretion), suspend the Lottery for any period of time and for any reason, Players will be informed of such events. During such time, standing orders will be cancelled and funds already held will be retained by the Lottery. On resumption of the Lottery, Players will be contacted to restart standing orders and informed of the next Draw date, or;
- b. In the event of the dissolution of the Lottery, any funds remaining, after payment of outstanding winnings and expenses due, will pass unrestrictedly and indiscriminately to the credit of DSFRS CoD funds.

#### 15. Contact

- a. Should a Player need to contact a representative of the Lottery, they can do so through the following means;
  - i. By post;  
DSFRS Corps of Drums, Clyst St George, Exeter, EX3 0NW
  - ii. By email;  
[lottery@dsfiredrums.co.uk](mailto:lottery@dsfiredrums.co.uk)

DISCLAIMER

The Devon and Somerset Fire and Rescue Service Corps of Drums CIC Lottery is in no way affiliated to or related to the UK National Lottery, Camelot UK Lotteries Limited, Camelot Group, Allwyn Entertainment Ltd or any other organisation involved in the operation of the UK National Lottery.