

TALLAGHT UNIVERSITY HOSPITAL FOUNDATION TUHF Lottery (Lotto) Terms & Conditions

Terms & Conditions

TUHF Lottery (Lotto) is a fundraising vehicle established by Tallaght University Hospital Foundation and is licensed and regulated by the District Court, Dublin.

TUHF Lottery (Lotto) is only promoted to those aged 18 or older. Nobody under the age of 18 or who is not an employee of, contracted to and/or otherwise engaged by Tallaght University Hospital is included in our promotional activities, may enter or can win. We are committed to responsible play.

Terms & Conditions come into effect 4th April 2021 and may be updated from time to time by Tallaght University Hospital Foundation.

Please note that no rights are derived from this website. In case of a dispute, the Terms & Conditions are final.

If You have any queries, please contact us on lotto@tuhf.ie

1. Summary of Terms & Conditions

TUHF Lottery (Lotto) is licensed by the District Court, Dublin to act as a Lottery operator.

Tickets are sold on a monthly draw basis and by buying a ticket for TUHF Lottery (Lotto) you are agreeing to play in the lottery managed by TUHF Lottery (Lotto) and are governed by the Terms and Conditions set out herein. Monthly draw entry is €8.66 per ticket.

At the point of sign-up players choose to pay fortnightly, monthly or annually through a Tallaght University Hospital (TUH) payroll deduction. Payment for the cost of entering a ticket in the monthly draw will be processed through TUH payroll. TUH payroll deductions being €4 per fortnightly payroll (26 payments pa), €8.66 per monthly payroll (12 payments pa) and €104 for an annual subscription per monthly ticket.

TUHF will include players who pay fortnightly in their first monthly draw after sign up. TUHF recognise that fortnightly subscribers will not have paid a monthly draw entry of €8.66 for their first draw, however, their TUHF Lottery (Lotto) subscription will accumulate over 26 payments per year. In the event of a fortnightly subscriber cancelling their subscription any outstanding draw entry balance must first be paid.

Ordinarily, our draw is carried out on the last Thursday of each month. There is no maximum number of monthly tickets that can be purchased.

Only tickets for which TUHF Lottery (Lotto) has received payment prior to a draw will be entered into the draw.

Players may cancel their subscription at any time by contacting lotto@tuhf.ie. Cancellations received prior to the 1st of the month will cancel payment and entry into that month's draw. Cancellations received after the 1st of the month are non-refundable and shall be entered in the upcoming draw. Any players who cease employment (or other contract or engagement by Tallaght University Hospital) are automatically deemed to have cancelled their subscription on the date they cease employment (or other contract or engagement).

Winners are selected at random by Draw Management Software. Monthly announcements of the winning TUHF Lottery (Lotto) Tickets determined by these draws are made on the TUHF website and all players consent to their names being published on the TUHF website in the event they win a prize. As prescribed in the Gaming & Lotteries Act 1956, as amended by The Gaming and Lotteries (Amendment) Act 2019, Section 28 District Court Rules 1997, Order 66 the holder of an individual winning ticket or combined holders of any number of tickets cannot be awarded a prize greater than €30,000 in any one month.

- 1.1 The terms and conditions below shall be effective on and from 4th April 2021 and shall supersede any previous versions. TUHF Lottery (Lotto) operates as a monthly lottery promoted by TUHF under the Gaming & Lottery Act 1956, as amended by The Gaming and Lotteries (Amendment) Act 2019, Section 28 District Court Rules 1997, Order 66 ("The Act"), each or all of which as the context requires being referred to herein as TUHF Lottery (Lotto).
- 1.2 The License holder shall derive no personal profit from the TUHF Lottery (Lotto).
- 1.3 The value of each prize and the intended beneficiary will be stated on every ticket
- 1.4 No more than 25% of the total proceeds will be used for the expenses of the promotion of the TUHF Lottery (Lotto).
- 1.5 No amount or proportion of the proceeds of the TUHF Lottery (Lotto) will be devoted to the remuneration of agents or other persons connected with the TUHF Lottery (Lotto).
- 1.6 All promotions of the TUHF Lottery (Lotto) will be run in accordance with the Advertising Standards
- 1.7 Normally one Draw will take place in a month, although TUHF Lottery (Lotto) reserves the right to amend this figure. Ordinarily the Draw is carried out on or around the last Thursday of each month. These Draws determine the winners of the prizes advertised on the TUHF website in accordance with Rule 2.4.

2 PRIZE PLAN

- 2.1 The Prize Fund is limited by Licence / Law to a maximum pay-out of no more than €30,000 in any month or €360,000 in a year if only one draw is held.
- 2.2 Not more than 75% of the total proceeds will be allocated to prizes.
- 2.3 Not less than 25% of the total proceeds will be allocated to prizes.
- 2.4 Details of the prizes available for winners will be published on www.tuhf.ie on the last Friday of the month.

- 2.5 Prizes are awarded per winning Ticket Number only. There is no maximum number of tickets any person is entitled to hold. Each ticket is individually numbered and entered in each draw.
- 2.6 If you are a winner, the cash prize you receive in respect of that Ticket Number cannot be more than the maximum amount permitted by law. As set out in the Act, the holder of an individual winning Ticket Number will not be awarded a prize greater than that which the law permits – currently €30,000 per month or €360,000 in a year if only one draw is held.
- 2.7 Where draws are held monthly, for each draw, the total value of the pot to be shared is as set out in advance of the Draw €1750. 1st Prize €1000, 2nd Prize €500 and 3rd Prize €250. We reserve the right to amend this prize fund while always being in line with Rule 2.3.

3 ENTERING TUHF LOTTERY (Lotto)

- 3.1 TUHF Lottery (Lotto) can only be played by Tallaght University Hospital (TUH) staff. The Act covers Ireland only and if your main residence is outside Ireland, you are not eligible to enter the TUHF Lottery (Lotto). Likewise, if you cease to be employed by TUH, you will automatically cease to be entitled to participate in the TUHF Lottery. Notwithstanding this restriction, the participation in the TUHF Lottery and potential for winnings under the TUHF Lottery (Lotto) will not in any way to be deemed to form part of your terms and conditions of employment with TUH. TUHF is a separate corporate entity which has philanthropic associations with TUH, however TUH and TUHF are separately owned and controlled with each having separate and distinct boards of directors and staff.
- 3.2 TUH staff entering the TUHF Lottery (Lotto) must have a valid TUH staff/payroll number and receive their salary from TUH.
 - 3.2.1 Entries submitted without a valid TUH Staff/payroll number will be deemed ineligible and not entered in any TUHF Lottery (Lotto) draw.
 - 3.2.2 Eligible players entering the TUHF Lottery (Lotto) draw must only include their own valid TUH Staff/Payroll number for salary deductions.
- 3.3 You are not eligible to enter TUHF Lottery (Lotto) if at the time of the Draw you are a member of staff of TUHF, contracted staff of TUHF, a TUHF Board Member or Director of TUHF or an immediate family of a member of staff at TUHF.
- 3.4 The person signing up with TUHF Lottery (Lotto) is recognised as the “Player” by TUHF Lottery (Lotto) and, subject to all Rules, is the only person to whom TUHF Lottery (Lotto) is liable to pay prizes won.
- 3.5 All first prize winners will be asked to participate in media and marketing opportunities at prize-giving events organised by TUHF Lottery (Lotto).
- 3.6 By buying a ticket, you agree to be bound by the Terms & Conditions, any applicable provisions of the Act and any relevant regulations made from time to time. Any misrepresentation of fact as to Your eligibility to play in accordance with these Terms & Conditions whether intentional or unintentional will make You ineligible to win a prize. TUHF Lottery (Lotto) will not be liable for any loss or damage (including loss of the opportunity to enter TUHF Lottery (Lotto) and/or the right to receive a prize) suffered by a Player who has not complied with the Terms & Conditions. The Terms & Conditions may be amended by TUHF Lottery (Lotto) from time to time. Any amended Terms & Conditions will be published on the Website at least 28 (twenty-eight) days in advance of taking effect. If You are not satisfied with any proposed amendments, you can cancel Your Subscription at any time in accordance with Rule 5.2 below.

3.7 Annual Subscription Purchases – there is no maximum number of annual subscriptions a player can purchase. Each annual subscription will provide the player with individually numbered ticket to enter each draw for the length of their subscriptions.

4 HOW TO PLAY TUHF LOTTERY (LOTTO)/PAYMENT

4.1 Subscription can be purchased on a fortnightly, monthly or annual basis.

4.2 If you would like to subscribe to TUHF Lottery (Lotto), you can do this by completing the TUHF Lottery application form and submitting to TUHF Lottery (Lotto). [Add in link to sign up form here](#)

4.3 Payments for this subscription will be deducted from your TUH salary by TUH Payroll using the frequency you selected on the TUHF Lottery (Lotto) application form.

4.3.1 Sign up to the draw must be received prior to 1st of the month to be included starting from that month's draw.

4.4 Only confirmed paid subscriptions will be entered into the monthly TUHF Lottery (Lotto) draw.

4.5 Subscriptions will be recorded on your TUH salary slip.

5 CHANGES TO SUBSCRIPTION/CANCELLATION

5.1 You can amend your subscription schedule from fortnightly, monthly or annual by emailing lotto@tuhf.ie prior to the 1st of the month. Amendments received after the 1st of the month will not take effect until the salary of the next month.

5.2 You can cancel your subscription at any time. Cancellations received prior to the 1st of the month will cancel payment and entry into that month's draw. Cancellations received after the 1st of the month are non-refundable and shall be entered in the upcoming draw.

5.2.1 In the event of a fortnightly subscriber cancelling their subscription any outstanding draw entry balance must first be paid.

5.3 Cancellation requests must be emailed to lotto@tuhf.ie. Cancellations received prior to the 1st of the month will cancel payment and entry into that month's draw. Cancellations received after the 1st of the month are non-refundable and shall be entered in the upcoming draw.

5.3.1 Annual subscribers must email their request to cancel to lotto@tuhf.ie by the 1st of the month of their annual renewal date in order for cancellation to be accepted.

5.3.1.1 An annual subscription that is cancelled during that year's subscription (or a player who ceases employment with (or other suitable engagement by) TUH will continue to be entered in the TUHF Lottery (Lotto) draws until the end of that players subscription year. A refund of the remaining subscription will not be made.

6 DRAWS & PRIZES

6.1 TUHF Lottery (Lotto) draw will take place on or around the last Thursday of the month.

6.2 Results of TUHF Lottery (Lotto) draw will be announced no more than 1 business day following draw.

6.3 Winners will be selected at random by TUHF Lottery (Lotto) Draw Management Software.

6.4 Each Draw will be conducted by the TUHF Lottery (Lotto) Draw Management Software.

6.5 Only those subscription are fully paid up to date and those players who continue to be employed (or otherwise suitably engaged by) TUH are eligible to take part in that Draw.

- 6.6 TUHF Lottery (Lotto) Draw Management Software will determine the sequence of the prizes being drawn.
- 6.7 TUHF Lottery (Lotto) winners will be published on the TUHF website on a monthly basis and all players consent to their details being published on the TUHF website in the event they win a prize.
- 6.8 TUHF Lottery (Lotto) will contact all winners to inform them of their win.
- 6.9 TUHF Lottery (Lotto) reserves the right to withhold payment of any prize until it is entirely satisfied that:
- 6.9.1 All amounts due for the subscription associated with the winning tickets have been paid.
- 6.10 TUHF Lottery (Lotto) may, at its absolute discretion, pay out a prize to a person whom it is satisfied is the duly authorised representative of a Player acting under a lawfully executed Power of Attorney or another equivalent authorisation.
- 6.11 Prize monies will be paid out as follows:
- 6.11.1 TUHF team will contact winners of prizes to advise them of the prize won and make arrangements for payment and marketing opportunities.
- 6.11.1.1 Prize winners will be asked to advise TUHF of their bank account details for payment of their prize.
- 6.11.1.1.1 Prize winner bank account details will only be retained for a reasonable time following payment to ensure completed payment and no queries have been raised. Details will then be deleted.
- 6.11.2 TUHF will make payment of prize within 4 weeks of the draw taking place.
- 6.12 While TUHF Lottery (Lotto) will do everything possible to identify and pay prizes to winning players, any prizes which TUHF Lottery has been unable to pay because it does not have the correct bank or building society details and which have not been claimed within 6 (six) months after the date of the relevant Draw, will be void and TUHF Lottery (Lotto) shall arrange for the relevant prize to be redrawn and another winner allocated. TUHF Lottery (Lotto) will have no liability for any loss or damage suffered in relation to a failure to claim a prize in accordance with this Rule.
- 6.13 Where Tickets purchased by any deceased Player win a prize, the prize will be treated as an asset of the deceased Player's estate and made over to the Player's personal representatives or executors entitled to collect it on the Player's behalf once TUHF Lottery (Lotto) is satisfied such persons are in fact the personal representatives or executives of a deceased Player. TUHF Lottery (Lotto) reserves the right to request documentary proof that a person is a personal representative or executor of a deceased Player.

7 PRIVACY

- 7.1 You agree that by making an TUHF Lottery (Lotto) Application TUHF Lottery (Lotto) may process your personal data for the purposes and in the manner described in the privacy policy posted on the Website.

8 LIABILITY

- 8.1 TUHF Lottery (Lotto) will not be liable to You for any loss or damage suffered by You arising from:
- 8.1.1 Any delays or failures in the TUH Payroll service; or
- 8.1.2 Any delays or failures in any system used by TUHF Lottery (Lotto) or You to transmit emails to the other; or

- 8.1.3 Any failure in the computer program or other method used by TUHF Lottery (Lotto) from time to time to generate draw winners; or
 - 8.1.4 Any delays or failures in the banking system used to transmit payments between TUHF Lottery (Lotto) and You (or vice versa); or
 - 8.1.5 Any refusal by TUHF Lottery (Lotto) to accept an application for a Subscription or the termination or suspension by TUHF Lottery (Lotto) of an existing Subscription; or
 - 8.1.6 Any event beyond the reasonable control of TUHF Lottery (Lotto).
- 8.2 TUHF Lottery (Lotto) will not be liable to You in contract, tort, negligence or otherwise for any indirect or consequential loss suffered by You in relation to participation in TUHF Lottery (Lotto) (including any loss of an opportunity to enter TUHF Lottery (Lotto) and/or the chance of winning a prize).
- 8.3 Nothing in these terms and conditions, nor any player's participation in the Lottery shall create any relationship of employment, agency, partnership or otherwise between an player and TUHF. Participation in the Lottery shall not be deemed to form part of terms and/or conditions of employment with TUH (or in any way amend or modify terms and conditions of employment with TUH).

9 MAKING A COMPLAINT

- 9.1 All complaints should be raised and will be managed in line with the TUHF Complaints Policy. Copy of this policy can be access at the TUHF website www.tuhf.ie

10 CONTACT ADDRESS

- 10.1 Comments, questions or complaints should be sent to TUHF, Tallaght University Hospital, Tallaght, Dublin 24 (Monday to Friday office hours) or lotto@tuhf.ie