

# Swale Borough Council Operator Gambling Policy

## 1. Introduction

### 1.1 Policy Information

Approval date	Replaces version dated	Responsible person	Approved by	Next review date
27/11/24 TBC	N/A	Stephanie Curtis	Policy and Resources Committee	November 2025

Swale Borough Council (hereinafter referred to as the **Operator**, or **we, us, our**) is licensed by the UK Gambling Commission (the **Commission**) to promote a lottery under Operating Licence Number TBC.

### 1.2 Purpose

The purpose of this Gambling Policy (**Policy**) is to set out the means by which the Operator complies with the Gambling Act 2005 (the **Act**) and the Licence Conditions and Codes of Practice adopted by the Commission from time to time (the **LCCP**). This includes, without limitation:

- ensuring that the Operator's business is protected from being a source of crime or disorder, being associated with crime or disorder, or being used to support crime\*;
- ensuring that children and other vulnerable persons will be protected from being harmed or exploited by gambling\*;
- ensuring that gambling is conducted in a fair and open way\*;
- the promotion of socially responsible gambling;
- cooperation with the Commission and access to premises;
- information and reporting requirements;
- marketing; and
- complaints procedure.

\* *The licensing objectives as set out in the Act.*

### 1.3 Scope of this Policy

This Policy is intended to set out:

- how we comply with the principles and our obligations under the Act and the LCCP; and
- what we will expect to be done by our directors, employees, contractors, agency workers, interns, volunteers and trainees and apprentices involved in the management and operation of Swale Community Lottery (**personnel**).

It is intended that this Policy will help to ensure that personnel understand and are able to comply with the requirements of the Act and the LCCP to which they are subject in the course of their work.

Personnel should maintain an awareness of all policies and procedures relating to compliance with the Act and the LCCP.

This Policy will be reviewed and updated annually in order to ensure that we continue to act in accordance with our obligations under the Act and the LCCP. Revised versions will be brought to the attention of all personnel as and when necessary.

## 1.4 Licensing

The Operator will operate Swale Community Lottery (the **Lottery**) in full compliance with:

- the Act;
- the LCCP; and
- the Remote Gambling and Software Technical Standards adopted by the Commission from time to time (the **RGSTS**).

The Operator operates as a small-scale operator, as defined by the Gambling Act 2005 (Definition of Small-Scale Operator) Regulations 2006, which means that no more than three (3) individuals within the Operator are 'qualifying persons'.

In case of any change to the Operator's key personnel whose details and responsibilities have been notified to the Commission in relation to The Operator's operating licence (i.e. 'qualifying persons' named within each operating licence of the Operator):

- we must notify the change to the Commission as a key event as soon as reasonably practicable, and in any event, no later than five (5) business days after the change has occurred. This notification must be made through the Commission's eServices portal; and
- we must complete the **Application to Vary a Licence Form** (available through the Commission's website) and submit it to the Commission, together with the requisite fee.

If it is intended that an individual will be added to The Operator's operating licenses as a 'qualifying person', that individual must first complete an **Annex A Declaration** (available through the Commission's website). This would usually take place around the same time that the **Application to Vary a Licence Form** is completed.

## 2. External lottery manager

The Operator has appointed Gatherwell Limited, an external lottery manager licensed by the Commission under account number 36893 (**Gatherwell**) to manage and administer the Lottery on the Operator's behalf.

The Operator remains ultimately responsible for its own compliance with the Act, the LCCP and the RGSTS, however Gatherwell shall assist in all aspects of the Lottery's operation to meet such requirements.

### 3. General compliance

The Operator will ensure that:

- its game rules and/or terms and conditions under which gambling is offered do not contain provisions which may be regarded as unfair as defined in the Consumer Rights Act 2015;
- the game rules and/or terms and conditions for the Lottery are written in clear and understandable language, and are made available to all prospective and existing customers; and
- weekly lottery members will be notified of any changes to the game rules and/or terms and conditions for the Lottery in advance of the changes coming into effect.

Gatherwell (on our behalf) will ensure that the following notice is displayed prominently on the Lottery website: *“Swale Community Lottery, promoted by Swale Borough Council, a [[Local Authority Lottery OR Society Lottery]] licensed by the Gambling Commission Gambling Commission Account No: NUMBER.”*. The notice will include a direct link to a specific page on the Commission’s website so that the Operator’s status can be easily verified.

### 4. Protection of the Operator’s business from being a source of crime or disorder, being associated with crime or disorder or being used to support crime

The Operator will refuse to be associated with any lottery or other gambling activity that may be illegal.

The Operator will refuse to enter into any contract or relationship with suppliers, contractors or agents that are suspected of being associated with any potential or actual criminal activities.

The Operator has adopted an Anti Money Laundering, Proceeds of Crime and Terrorist Financing Policy (**AML Policy**) in order to ensure effective controls and procedures in relation to money laundering, taking into account the risks posed to The Operator. The AML Protocol applies to all personnel involved in the management and operation of the Lottery.

### 5. Ensuring that children and other vulnerable people will be protected from being harmed or exploited by gambling

#### Protection of children

The Operator and Gatherwell will ensure that the Lottery rules and any Lottery marketing and promotional literature adequately and effectively advertise the minimum legal age limit.

When a prospective customer registers on the Lottery website, they will be asked to confirm that they are 18 years of age or older. We and Gatherwell may conduct random proof of age checks from time to time to ensure compliance with age restrictions.

The Operator and Gatherwell will review on a regular basis the methodology adopted in order to establish whether or not a prospective or actual customer is at least 18 years old and will

implement all reasonable improvements that may become available as technology advances and as information improves.

The Operator will not accept lottery entries from any person who we know or suspect to be under 18 years old. In case of any doubt over whether a person meets the legal minimum age requirement, we (or Gatherwell on our behalf) may ask the person to provide proof of age documentation, such as a drivers licence, passport or other government issued ID.

If a person is unable to prove, on request from the Operator (or Gatherwell on our behalf), that they meet the legal minimum age requirement:

- we will refund any Lottery entries purchased by that person; and
- that person will not be eligible to receive any prize. Jackpot prize winners must provide valid proof of age to Gatherwell (who verify proof of age on our behalf) before any prize will be paid out.

It is a criminal offence to invite or allow a person under 18 years of age to enter a local government lottery. As such:

- any personnel who knowingly or recklessly invites a person under 18 years of age to enter the Lottery will be subject to disciplinary action;
- if any supplier, contractor or agent engaged by the Operator knowingly or recklessly invites a person under 18 years of age to enter the Lottery, we will review our commercial relationship with that supplier, contractor or agent, which includes the likelihood of terminating such relationship.

### Problem gambling

If a person known or suspected to be a problem gambler purchases a Lottery entry for or subscribes to the Lottery, or an existing customer is suspected of becoming a problem gambler:

- any requests for additional lottery entries should be politely refused;
- the customer should be tactfully referred to GambleAware by Customer Support; and
- the customer's details should be logged for the purpose of possible exclusion from future participation in lotteries managed by the Operator.

### Self exclusion from gambling

Customers will be given the opportunity to self-exclude either by telephone, in writing or by an automated process via the relevant lottery website.

Gatherwell (on our behalf) will ensure that procedures are implemented which are designed to identify separate accounts held by the same person, in order that, if an existing customer opts to self-exclude from gambling, they are excluded from all accounts.

The Operator and Gatherwell will ensure that self-excluders from gambling:

- are given the opportunity either to self-exclude immediately without any cooling off period or to consider self-exclusion further, for example in order to discuss problem gambling with a counseling or support service;
- are removed from any gambling related marketing databases within two (2) days of receiving the self-exclusion request;
- are excluded for a minimum initial period of six (6) months;
- may request an additional self-exclusion period of up to at least five (5) years;
- remain self-excluders at the end of the period chosen by the customer for a minimum of seven (7) years, unless the customer takes positive action to gamble again;
- are given a one (1) day cooling off period before being allowed to begin gambling again during the period following the end of their initial self-exclusion;
- will not receive any future gambling-related marketing materials, unless the customer takes positive action to gamble again and has specifically agreed to accept such materials.

If a person who has self-excluded attempts to purchase a Lottery entry or subscribe to the Lottery:

- the Lottery entry or subscription will be rejected by Customer Support and the self-excluder will be advised in writing of the reasons for the rejection and tactfully referred to GambleAware; and
- the self-excluder will continue to be excluded from all future draws conducted by the Operator.

If an existing customer opts to self-exclude from gambling:

- the Lottery subscription held by the self-excluder should be cancelled as soon as possible;
- all payments in relation to Lottery entry purchases for draws which have not yet taken place should be refunded at the earliest opportunity; and
- the customer will be excluded from all future Lottery draws.

#### Other vulnerable people

The Operator is committed to ensuring that Lottery entries or subscriptions are not knowingly sold to other vulnerable people, for example those under the influence of alcohol or drugs, or anyone who is incoherent or suffering from a cognitive disability.

### **6. The promotion of socially responsible gambling**

#### Information on how to gamble responsibly and help for problem gamblers

The Operator and Gatherwell will ensure that information about how to gamble responsibly and how to access support services in respect of problem gambling is available to all prospective and actual customers of the Lottery.

The Lottery website, and marketing and promotional literature promoting the Lottery, will advertise the BeGambleAware logo and the GambleAware website, provided that the Operator is permitted to do so.

We may, from time to time, also signpost to other organisations which provide gambling support or counselling services. For example, GamCare offers advice, support and counselling services in respect of problem gambling.

The following text will be utilised in support of the BeGambleAware logo: *“Always play responsibly, if you need to talk to someone about your gambling please contact Gamble Aware”*.

The Operator is a member of the Lotteries Council. The Lotteries Council financially contributes to GambleAware on the Operator’s behalf. This contribution supports research into the prevention and treatment of gambling related harm, develops harm prevention approaches and identifies and funds treatment to those harmed by gambling.

#### Account validation, purchase limits and monitoring of possible problem gambling

All customers require validation and set up before a gambling transaction may be processed, which limits the facilitation of instant gambling. For example:

- If the customer opts to pay by direct debit for a weekly lottery product, the Direct Debit Guarantee ensures a time lag between lottery ticket purchase and the first lottery draw.
- If the customer opts to pay by debit card for a weekly lottery product, there will be a minimum one (1) day lag before the customer will be entered into a draw.
- If the customer opts to pay by debit card for a single play raffle product, there is a minimum of one (1) hours’ lag between the purchase and draw time.

In order to promote responsible gambling practices, the Lottery website checkout process (provided by Gatherwell on our behalf) limits customer purchases to twenty (20) lottery entries per transaction. This restricts the ability for customers to gamble beyond their means. Gatherwell will monitor this limitation and may adjust it from time to time, taking into account the number of customers which reach the purchase limit.

Gatherwell produces a monthly report of high ticket customers, which includes any customers who have purchased twenty (20) or more lottery entries (**High Ticket Customers**). Customer Support should contact all High Ticket Customers to confirm their ticket purchases and, if necessary, make adjustments to the number of tickets purchased.

If during contact with a High Ticket Customer, Customer Support identifies that the High Ticket Customer may be a problem gambler, communications with the High Ticket Customer should be reviewed to decide what action is required. This may include a follow up call to the High Ticket Customer.

If Customer Support holds a reasonable belief that the High Ticket Customer's behaviour may be typical of problem gambling, it may be necessary to cancel the High Ticket Customer's Lottery subscription and prevent the High Ticket Customer from making further purchases of Lottery entries. The relevant High Ticket Customer should be advised of this in writing. All communications should be handled with utmost care and discretion.

All communications with High Ticket Customers and any decisions made are logged by Gatherwell and provided to the Operator on request.

## **7. Ensuring that gambling is conducted in a fair and open way**

The Operator ensures that the Lottery will be conducted on a financially sound basis, given that:

- the financial structure of the Lottery ensures that revenues are received prior to the running of any draw;
- each draw is self-funded in terms of the liabilities that arise (such as prizes and charitable donations);
- no customers' tickets will be included in the draw unless cleared funds have been received;
- the prize fund and charity donations are calculated based on a percentage (%) of the total ticket receipts, which ensures that funds will be in place to support the liabilities of the Lottery.

Gatherwell (on our behalf) ensures that all technical solutions for the Lottery remain in compliance with the Act, the LCCP and the RGSTS. This includes:

- testing procedures for existing, upgraded and new software propositions;
- ensuring that all servers hosting lottery software are located in the United Kingdom;
- software protocols and administrator access is limited to core Gatherwell staff;
- all suppliers, contractors and agents engaged by Gatherwell are advised of its standards before they are allowed to deliver technical support. Access is limited on an 'as needs' basis according to their scope of work and is monitored and logged.

The Lottery will be conducted in accordance with strict game rules, which are drafted by Gatherwell and approved by the Operator. The game rules will be accessible to all prospective and actual customers through the Lottery website. All new customers must accept the game rules at the point of sign up and no new account may be created on the Lottery website without accepting the game rules.

Gatherwell (on our behalf) will notify customers if any changes are made to the game rules. In case of minor changes to the game rules, Gatherwell will notify customers via a pop up on the Lottery website. In case of major changes to the game rules, Gatherwell will additionally provide written notice by email to all registered customers in advance of the effective date of the changes.

The Operator provides a set of Frequently Asked Questions (**FAQs**) which explain to prospective and actual customers how the Lottery operates, including how to play the Lottery, the probability of

winning a prize and what happens in the event of a win. The FAQs are published on the Lottery website.

The jackpot draw process is based upon the result of the Australian National Lottery Super66 game, as published on the Lottery West website ([www.lotterywest.wa.gov.au](http://www.lotterywest.wa.gov.au)). The winning number for each weekly draw will be the six digit number (in the same order) of the Australia National Lottery Super66 draw which takes place on the Saturday night of the same week.

If a local draw is offered, the draw process is based upon the random generation of a winner from the tickets in the local draw. The winner will be selected at random using the online resource <http://www.random.org/>, which is independently verified for its random number generation using atmospheric noise.

Prize winners will be notified by email within two (2) weeks of the date of the draw. The notification will include a link to claim the prize. Gatherwell (on our behalf) may withhold payment of the prize until we are satisfied that the prize winner has fully complied with the game rules, including the minimum legal age and proof of residence in Great Britain.

Jumbo Interactive Group employees and members of their immediate family and/or household are prohibited from purchasing Lottery entries and are not eligible for any prize in the Lottery.

## **8. Cooperation with the Gambling Commission and access to premises**

The Operator will ensure that all personnel are aware that:

- they must cooperate with the Commission's enforcement officers in the proper performance of their compliance functions;
- the Commission's enforcement officers have rights of entry to business premises, as specified in Part 15 of the Act;
- they must immediately inform the Operator's key personnel in the event of a visit from the Commission's enforcement officer(s).

## **9. Information and reporting**

The Operator will make reasonable efforts to ensure that the Commission is provided with any information that relates to or is suspected to relate to an offence under the Act, including an offence resulting from a breach of the LCCP.

All key events specified under the LCCP will be notified to the Commission as soon as reasonably practicable, and in any event, no later than five (5) business days after we become aware of the event. This notification must be made through the Commission's eServices portal. Key events may relate to:

- operator status
- relevant persons and positions;



- financial events;
- legal or regulatory proceedings or reports;
- gambling facilities.

The Operator will complete and submit Regulatory Returns within 42 days of the end of the Operator's annual period.

## 10. Marketing

The Operator will ensure that any incentive, reward scheme, or other arrangement under which a customer may receive money, goods, services or other advantage is proportionate to the type and level of the customer's gambling and is designed in such a way that:

- The circumstances and conditions to which the benefit is available are clearly described and readily accessible to the customers being offered the potential benefit;
- Neither the receipt nor the value or amount of the benefit is dependent upon the customer gambling for a predetermined length of time or frequency and the amount of the benefit is not altered or increased if the qualifying activity or spend is reached within a shorter time than the whole period over which the benefit is offered;
- If the value of the benefit increases with the amount the customer spends, it does so at a rate no greater than that at which the amount spent increases;
- If the benefit comprises free or subsidised travel or accommodation which facilitates the customer's attendance at particular licensed premises the terms which it is offered are not directly related to the level of the customer's prospective gambling.

When producing marketing materials or running marketing campaigns, the Operator will comply with the advertising codes of practice adopted by the Advertising Standards Authority from time to time, including:

- the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (**CAP Code**); and
- the UK Code of Broadcast Advertising (**BCAP Code**).

The Operator will ensure that gambling and lottery advertising must not be of strong appeal to children or young persons, especially by reflecting or being associated with youth culture.

If the Operator engages a third party (other than Gatherwell) for the provision of any aspect of the Operator's licensed activities, the Operator will ensure that its terms with such third parties:

- require the third party to conduct themselves in so far as they carry out activities on behalf of the Operator as if they were bound by the same licence conditions and subject to the same codes of practice as the Operator;
- oblige the third party to provide such information to the Operator as they may reasonably require in order to enable the Operator to comply with its information reporting and other obligations to the Commission;

- enable the Operator, subject to compliance with any dispute resolution provisions of such contract, to terminate the third party's contract promptly if, in the Operator's reasonable opinion, the third party is in breach of contract (including a breach of the LCCP) or has otherwise acted in a manner which is inconsistent with the licensing objectives of the Act, including for affiliates where they have breached a relevant advertising code of practice.

The Operator will not place digital advertisements on websites which provide unauthorised access to copyrighted content.

The Operator will ensure that clear, transparent and easily accessible information is made available to prospective customers to enable them to make an informed choice prior to participating in the Lottery. This includes, without limitation, details of how Lottery proceeds are distributed, the likelihood of winning a prize and how prizes are allocated.

The Operator will use reasonable endeavours to comply with industry codes of practice in respect of its licensed activities.

The Operator will only conduct direct marketing to customers who have provided their informed and specific consent to the receipt of direct marketing communications.

## **11. Complaints and disputes**

Gatherwell (on our behalf) will publish a Complaints Procedure on the Lottery website.

The Operator will ensure that an independent adjudication provider will handle any disputes that arise between us and our customers, after the customer has completed our own internal dispute procedure and where a deadlock still exists.

## **12. Records**

The Operator will keep records of customer communications and complaints for a minimum period of three (3) years.

## **13. Protection of customer funds**

Lottery proceeds are initially paid into Gatherwell's ordinary trading bank account. Gatherwell transfers the Operator's share of proceeds from this account within fourteen (14) business days of receipt into a separate client account (having trust status) on behalf of the Operator. Funds held by Gatherwell on behalf of Operator are transferred to the Operator and our affiliated good causes on a regular basis.

Funds allocated to the provision of prizes are also held by Gatherwell in the separate client account to protect customers against an insolvency event. These funds are used as follows:

- Cash prizes are paid directly out of the client account to prize winners.

- A portion of the funds allocated to the provision of prizes is transferred back to Gatherwell's ordinary trading bank account in consideration of Gatherwell covering the risk of jackpot prize payouts.

#### **14. Training**

Key personnel involved in the management and operation of the lottery on a day-to-day basis will receive training on all matters covered in this Policy no less than once per year. A training record will be kept and those requiring training will be regularly monitored.

#### **15. Failure to comply**

We regard compliance with this Policy as an extremely serious matter. Failure to comply may expose the Operator to regulatory sanctions, including financial penalties and, in extreme circumstances, the loss of its operating licence.

Due to the importance of this Policy, any failure to comply with the provisions set out herein by any personnel will be taken seriously and may lead to disciplinary action being taken under our usual disciplinary procedure. Breaches may result in dismissal for gross misconduct and immediate contract termination for non-employees.