

## Remote Player Terms and Conditions

1. By entering a draw, participants agree to be bound by these Terms & Conditions and Rules.
2. To enter a draw a ticket (or tickets) must be purchased from this website.
3. The winner(s) of a draw will be chosen at random from all entries received by the Closing Date.
4. Full descriptions of the prizes are listed on the Website.
5. Where relevant, the Prize(s) will be delivered to a UK address specified by the winner, or, if cash, will be paid by the Society. Any specific clauses related to prizes will be described on the Website.
6. Each draw is open to all UK residents who are aged 16 (sixteen) or over on the date of ticket purchase, (except for employees of the Society).
7. Any person found to be under 16 (sixteen) years of age on the date of ticket purchase automatically forfeits the right to the prize(s).
8. You must be 16 (sixteen) or over to play or claim a prize. We may conduct random checks of entrants to ensure there are no underage players. Random checks are conducted using AgeChecked (or similar service from a third party supplier as and when stipulated). If a person enters the draw stating that they are over the age of 16 (sixteen) and subsequently it is found that they are less than 16 (sixteen) years of age, they will have any money paid in relation to a draw returned to them and where relevant will automatically forfeit the right to any prize.
9. The winner may need to provide proof of age before collecting the prize(s). Acceptable documentation of the winner's proof of age will be a scan of their passport or driving license.
10. When you purchase a ticket for a draw a unique ticket number will be issued and displayed onscreen at the point of purchase. Confirmation of your ticket number/s will also be emailed to the address supplied during the ticket purchasing process.
11. All entry sales are final. Refunds are at the sole discretion of the Society and will be payable only where the Society deems it reasonable, having regard for all the circumstances. All participants acknowledge that their payment of the ticket price does not guarantee that they will win any prize.
12. Full payment for each ticket must be received in cleared funds before the ticket can be entered into a draw. Only tickets for which full payment has been received are eligible to win the prize(s).
13. Payment for tickets can be made by debit/credit card only.
14. Winners of a prize will be contacted by the Society within 10 working days of a draw taking place.
15. All participants are solely responsible for providing and (where necessary) updating the Society with their accurate and up-to-date contact details and the Society will be in no way liable for any failure or inability to contact any participant due to any errors, omissions or inaccuracies in the contact details that the participant has provided.
16. The Society shall not be liable to any participant for any loss or damage suffered or arising from:
  - a. any delays or failures in the delivery methods used by the Society or the participant;

- b. any delays or failures in any software or other systems used by the Society for the administration of a draw;
  - c. any delays or failures in the banking system used by the Society or the participant;
  - d. any refusal by the Society to accept an individual's entry or the cancellation of an entry;
  - e. any event beyond the reasonable control of the Society.
17. To the extent permitted by law, the Society excludes any liability for loss or damage incurred by any winner of a prize in connection with or arising from the use of the prize or participation in a draw.
18. The Society are committed to protecting the privacy of participants. Personal information that is collected from participants is used lawfully in accordance with Data Protection law. In providing your information to the Society, you consent to the Society using your information to process your entry and otherwise as described in these terms and conditions including (but not limited to) passing winners' contact details on to representatives of third party companies used for the purposes of fulfilling the Prize and publishing winners' names on the Website. For more information about how the Society uses personal information to administer a draw see our Privacy Policy.
19. The Society reserve the right to:
- a. disqualify or decline to accept the entry of any participant if it has reasonable grounds to believe the participant has breached any of these terms or otherwise acted fraudulently;
  - b. terminate or suspend a draw for reasons beyond its reasonable control
20. In the event of any dispute regarding a draw, if the dispute cannot be resolved by the parties, it will be referred to an independent third party.
21. Lottery draws are a form of gambling. Participants are encouraged to gamble responsibly. Please read our Social Responsibility Policy or visit the GamCare website (<http://www.gamcare.org.uk>) for more information on Problem Gambling.
22. The Laws of England and Wales shall govern the interpretation and/or enforcement of these Rules. The Society and all participants hereby submit to the exclusive jurisdiction of the English courts.
23. Please note that your payment has been processed by Tessitura and will be shown on bank statement as 'Royal Academy of Arts'.

# **RA Policies**

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- 1. Social Responsible Gambling Policy**
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### **POLICY PURPOSE**

This document has been created to detail the policies and procedures followed by Burlington House Limited in respect of social responsible gambling to meet the responsibilities and guidance outlined by the Gambling Act 2005, the Social Responsibility Code provisions of the Gambling Commission's Licence Conditions and Code of Practice (LCCP).

The Gambling Commission regulates gambling to ensure that:

- It is crime free;
- It is fair and open; and
- Children and vulnerable people are protected.

Burlington House Limited recognises the importance of social responsible gambling, regularly reviews its policies and procedures and their effectiveness to our customers.

The third objective of the Gambling Act is to protect children and other vulnerable persons from being harmed or exploited by gambling and it is conditional on our operating licence that we have appropriate controls in place. The need to prevent young and vulnerable persons from being able to access our products and services is of paramount importance to Burlington House Limited.

### **OBLIGATIONS OF THE LEGISLATION**

Burlington House Limited are legally obligated to follow the requirements specified by the Gambling Act 2005 and the LCCP as issued by the Gambling Commission. A key element of the legislation is the need to operate responsibly and to ensure that all of our customers are of the legal age to gamble. A player must be 16 or over in order to join a lottery and Burlington House Limited require players to provide their date of birth when requested upon the sale of tickets.

Regarding the LCCP social responsibility code provisions, compliance with these is a condition of our operating licence therefore any breach of them may lead the Gambling Commission to review our licence with a view to suspension, revocation or the imposition of a financial penalty and would also expose Burlington House Limited to the risk of prosecution.

### **GOVERNANCE AND RESPONSIBILITIES**

Annually the Operations and Compliance teams meet to discuss the company's commitment and policies concerning responsible gambling. It provides an oversight to ensure that responsible gambling is a fundamental part of the fundraising activities.

### **TRAINING**

Burlington House Limited are committed to ensuring that all key staff understand their responsibilities in respect of responsible gambling and this policy, and in particular the triggers to be alert to and the requirement to report concerns, knowledge, or suspicion to the Compliance Team.

Refresher training is held every 12 months and new starters are trained upon induction. Ad hoc training sessions may be provided to react to developing risks in particular areas.

### **RESPONSIBLE MARKETING**

Burlington House Limited marketing team ensure that promotional material is developed in a socially responsible manner, particularly to protect young or vulnerable persons from being harmed or exploited by advertising and in accordance with the following provisions:

The Gambling Commission's LCCP;

Committee of Advertising Practice (CAP) code.

### **AGE VERIFICATION POLICIES**

To ensure that the 'Under-16' law is complied with at all times Burlington House Limited operates a Think 21 (or if appropriate a Think 25) policy which requires that all customers who appear to be under 21 (or 25 if appropriate) are approached by employees and their age verified by the production of the appropriate valid ID document before participating in the lottery.

If employees are in any doubt of a customer's age they abide by the principle of 'Young Stranger', whereby if the customer is young and a stranger to employees, they should always be challenged for proof of age. Acceptable forms of documentation include:

- a) Any ID carrying the PASS logo (e.g. Citizen Card, Connexions Card) Full Driving Licence with photo card.
- b) Provisional Driving Licence with photo card or International Passport
- c) Military Identification Card

Employees check to see that the ID is acceptable and then record in the Company's Think 21 Challenge Register.

If suitable photographic ID cannot be produced, then the player should be politely informed that they cannot participate in the lottery and the entry should be recorded in the Think 21 Challenge Register.

The Gambling Commission and Local Licensing Authority may also conduct underage test purchases to assess whether or not Burlington House Limited are allowing under- 16's to participate in the lottery.

If at any time employees are informed that they have been the subject of an underage test ticket purchase by the Gambling Commission and/or the Local Licensing Authority, this is immediately reported to the Compliance Team.

All age verification test ticket purchase failures are fully investigated by the Compliance Team. Performance is constantly monitored and further training may be given to employees if necessary to react to developing risks in particular areas.

### **PRODUCTS & RISK MITIGATION**

Burlington House Limited offers the general public to purchase a raffle ticket either by non-remote or remote means.

To identify and manage the risks associated with the above products, Burlington House Limited applies controls in four broad ways.

**RISK TRIGGERS:** Training key staff to be aware of risk triggers which may be indicative of problem gambling issues and how to report any concerns.

**CUSTOMER MONITORING:** Providing facilities for customer monitoring, allowing staff to log customer information, transactions and emerging concerns.

**SYSTEM CONTROLS:** Implementing controls to mitigate areas of potential risk.

**PROACTIVE ANALYSIS:** Carrying out proactive analysis of purchasing activity to help detect problem gambling issues. This is supported by record keeping, monitoring and customer reviews.

Each is considered in turn below.

## **RISK TRIGGERS**

Considering the above product type, there are different types of activity or customer behaviours which could lead to cause for concern leading to the possible formulation of knowledge or suspicion that an individual has problem gambling issues.

These behaviours may be identified by any employee of the company, and are most likely to be recognised by staff processing the sales for the raffle/lottery and in attendance at the fundraising event (employees and Compliance Officers).

This policy aims to protect vulnerable persons from being harmed and/or exploited by gambling and to identify where a customer may be showing signs of problem gambling.

## **CUSTOMER MONITORING**

Where concerns are forming prior to the draw, employees involved in the payment process are encouraged and have the ability to 'monitor' customers by creating an electronic profile.

The record will include customer information, and payment method details where available, including any other observations.

## **MONITORING THE POLICY**

To ensure that the policy continues to be fit for purpose:

Burlington House Limited are committed to carrying out an ongoing risk assessment of this Social Responsible Gambling policy tailoring it and any training around new products and newly identified risks as appropriate.

In the course of day to day activities and in reaction to any responsible gambling cases, Burlington House Limited will continue to seek best practices and new techniques to improve the processes and procedures in place.

This policy is subject to review following any new guidance published by the Gambling Commission.

## **Self-Exclusion Policy**

**December 2018**

All staff receive training at induction and on an annual basis in relation to self-exclusion procedures. This is to ensure that all employees are able to deal with any consumers who wish to find out more information on how to self-exclude themselves from gambling.

The responsibility of taking individuals through the self-exclusion lies with the Compliance Officer. Individuals can self-exclude at any time. A socially responsible gambling policy will appear on our website and individuals can self-exclude by telephone, email and in writing. On an individual's request, Burlington House Limited will immediately close any account activity for a minimum period of six months (and up to 5 years) during which time the supporter will not be reinstated. During this period, Burlington House Limited will use all its best endeavours to ensure that the individual does not try to enter again. Any individual who has self-excluded themselves may, on request, extend the period for one or more period or at least 6 months. All customer accounts will be searched to disable any account that the individual who has entered a self-exclusion agreement has. The individuals details will be held centrally on Burlington House Limited's self-exclusion database and Burlington House Limited ensures that the individual is not marketed to during the period of the exclusion.

Burlington House Limited will provide information on gambling support by referring individuals to call Gamcare for further advice from trained counsellors - Freephone 08088020133 or visit [www.gamcare.org.uk](http://www.gamcare.org.uk). Individuals are advised that there is specialist software available to block gambling sites.

In addition to the procedures for remote services, Burlington House Limited will also ensure that, for non-remote services, if marketing databases are used then self-excluded individuals will be flagged and removed within 2 days of receiving the self-exclusion notification. Burlington House Limited will endeavour to receive a signature from the individual seeking to self-exclude.

## **Customer interaction policy**

**December 2018**

The purpose of this policy provides directors, managers and our employees with guidance on our procedures on vulnerable persons and problem gambling.

This policy and procedure document applies to both Ancillary Remote and Non-Remote lotteries run by Burlington House Limited.

Burlington House Limited will initiate customer verification checks that are intended to ensure that the customer is aware of the level of gambling currently being undertaken, when approached by customers who:

- wish to buy more than 5 lottery tickets; or
- are suspected problem gamblers.

Customer verification checks will be completed by the appropriate lottery administrator/supervisor/manager, as determined by the relevant lottery supervisor/manager, in order to try and identify the reasoning behind the proposed gambling transaction.

All communications must be treated with the utmost care and discretion, since a grateful supporter may simply be buying a large number of entries/tickets as a means of making a “donation” by way of the lottery/raffle and telephone communications are therefore preferred.

Once customer verification checks have been successfully completed, the lottery office supervisor/manager will determine whether or not to accept the abnormally high number of entries/tickets required by the prospective customer. The results of this determination will be fully documented, as will the reasons for making a decision not to interact in any particular case.

If the lottery office supervisor/manager decides to reject the prospective customer’s application, then the prospective customer will be advised in writing of the limit imposed via the rules of the lottery scheme, which is adhered to for the purposes of supporting and maintaining our socially responsible approach towards gambling.

In the event that the prospective customer disputes the decision made by the lottery office supervisor/manager, then the decision will be referred to the responsible person within Burlington House Limited, whose decision shall be final, subject to our complaints and disputes policy.

Each initiation of the customer interaction policy will be logged by Burlington House Limited in the Gambling Customer Interaction database for future Gambling Commission Annual Regulatory Returns reporting purposes.

The types of behaviour that will be logged/reported to the appropriate level of staff/reported to the Gambling Commission within Annual Regulatory Returns include:

1. Complaints logged by the operator
2. Of which, disputes logged by the operator
3. Of which, disputes referred to our ADR entity
4. Self-exclusions made
5. Known breaches of self-exclusion
6. Self-excluded individuals opting to return to gambling (after the minimum 6 month exclusion period)
7. People who having gambled were unable to verify their age
8. Incidents logged in the customer interaction log
9. Individuals included in the customer interaction log



# **Proceeds of Crime & Anti Money Laundering Policy      2020**

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## **1 POLICY PURPOSE**

The purpose of this document is to detail the responsibilities of the Company and its staff in relation to the Proceeds of Crime Act 2002 (POCA), Terrorism Act 2000 and to uphold the licensing objective of 'Preventing gambling from being a source of crime or disorder, being associated with crime or disorder or being used to support crime' as outlined within the Gambling Act 2005.

In addition, the contents of the document will outline our Company's policies and procedures to prevent the Company being used in connection with money laundering or terrorist financing as well as our continued compliance with anti-money laundering, counter terrorist financing, licensing and legislative requirements.

## **2 PROCEEDS OF CRIME & MONEY LAUNDERING**

### **2.1 *Proceeds of Crime***

The Proceeds of Crime can be broadly defined as property from which a person benefits directly or indirectly, by being party to criminal activity - i.e. stolen money, money from drug dealing, tax evasion or stolen, thieved or robbed property. It includes property that a person gains by spending the proceeds of criminal activity, for example, if a person used money gained in a bank robbery to gamble.

### **2.2 *Money Laundering***

Money Laundering is a term used to describe the practice of converting money that has been unlawfully or criminally obtained into legitimate funds, concealing and disguising the original source of the funds.

### **2.3 *Differences***

The law does not make any distinction between these two activities. The action we should take, and the penalties for not taking action are the same for both.

## **3 PROCEEDS OF CRIME ACT (POCA) OFFENCES & PENALTIES**

3.1 There are 3 key offences under the POCA that are applicable to anyone who knows or suspects that property relates to the Proceeds of Crime:

Section 327 states that a person commits an offence if they conceal, disguise, convert, or transfer criminal property in the UK.

Section 328 provides that a person commits an offence if he or she enters into or becomes concerned in an arrangement which he or she knows or suspects facilitates, by whatever means, the acquisition, retention, use or control of criminal property to or on behalf of another person.

Section 329 states that a person commits an offence if he or she acquires, uses, or has possession of criminal property.

3.2 The above offences can be committed by any person, including employees who have knowledge or suspicion that a customer is using the POC. The penalty upon conviction of these sections is a maximum term of 14 years imprisonment, a fine, or both.

3.3 There is a defence available for a person to show that they made an authorised disclosure under sections 338 and 339, either for an employee to report to the Compliance Team, and further for responsible parties in the Compliance Team to assess and report where they believe knowledge or suspicion exists to the National Crime Agency (NCA).

3.4 Once a report has been made, responsible parties in the Compliance Team will consider whether they hold knowledge or suspicion based on the information provided. However, responsible parties in the Compliance Team may commit an offence under section 332 if there is a failure to report knowledge or suspicion to the NCA as soon as reasonably practicable after the information has been received. The sanction under POCA is a prison term up to 5 years, a fine, or both.

3.5 It is also an offence under section 342 to disclose knowledge of the existence of any investigation prior to or following a report which could prejudice the investigation' (this is often related to as 'tipping off' though this is not to be confused with the actual offence of tipping off which is only an offence in the regulated sector). The penalty upon conviction is a maximum of 5 years imprisonment.

#### **4 KNOWLEDGE OR SUSPICION**

4.1 The Royal Academy of Arts and its employees have an obligation to report when we either have knowledge or suspicion that another person is using the POC or engaged in ML.

4.2 The POCA regulations do not define knowledge or suspicion, but case law has provided guidance.

4.3 Common sense provides that if, for example, a customer confirms they are laundering money or using money from a robbery, the member of staff would in fact know rather than suspect. Courts have previously gone further and also defined knowledge to include situations where the facts would be clear to an honest and reasonable person. It could also include a member of staff turning a blind eye, for example, if staff do not make normal enquiries of a customer where they believe they already know the answer and do not want to hear it.

4.4 Suspicion is subjective and may be based on picking up something unusual or where facts do not tally up. Suspicion does not need to be based on actual facts, but there needs to be some satisfaction beyond speculation that the customer is involved in the use of the POC or ML. A feeling of unease does not amount to suspicion.

#### **5 RESPONSIBILITIES**

5.1 The POCA and AML regime within the Royal Academy of Arts is managed within the Compliance Team and supported by the operational management.

5.4 All staff have a role to play in combatting the use of criminal proceeds and ML, and are trained to pick up triggers which may lead to concern and further suspicion or knowledge.

5.5 Staff are also trained to report general concerns or otherwise knowledge or suspicion to the Compliance Team. Where knowledge or suspicion of money laundering is believed to exist, the Head of Compliance will determine whether a Suspicious Activity Report (SAR) should be raised with the NCA.

## **6 PRODUCTS & RISK MITIGATION**

6.1 The Royal Academy of Arts offers the general public to purchase a raffle ticket either by non-remote or remote means.

6.2 To identify and manage the risks associated with the above products, the Royal Academy of Arts applies controls in four broad ways.

**RISK TRIGGERS:** Training key staff to be aware of risk triggers which may be indicative of ML or the use of POC and how to report concerns.

**CUSTOMER MONITORING:** Providing facilities for customer monitoring, allowing staff to log customer information, transactions and emerging concerns.

**SYSTEM CONTROLS:** Implementing controls to mitigate areas of potential risk and highlight potential irregularities.

**PROACTIVE ANALYSIS:** Carrying out proactive analysis of purchasing activity to help detect unusual activity and risk triggers. This is supported by record keeping, monitoring and customer reviews.

Each is considered in turn below.

## **7 RISK TRIGGERS**

7.1 Considering the above product type, there are different types of activity or customer behaviours which could lead to cause for concern leading to the possible formulation of knowledge or suspicion that an individual is participating in the lottery/raffle with the POC or involved in ML.

7.2 These behaviours may be identified by any employee of the company, and are most likely to be recognised by staff processing the sales for the raffle/lottery and in attendance at the fundraising event (employees and Compliance Officers).

7.3 Concern, knowledge or suspicion of the use of the POC or ML involvement may, for example, start to form on the basis of the following factors:

- Irregular activity, for example where a player's ticket purchase increases dramatically, with no indication of the source of funds.
- A customer presenting 'stained' notes for payment of tickets.

7.4 The following customer playing triggers are perceived as most likely to be indicative of ML activity:

- Excessive purchases of tickets in a short time frame either online or by non-remote means.

7.6 If concerns or otherwise knowledge or suspicion of the use of POC or ML involvement forms, staff are trained that they must report the matter immediately to the company's Money Laundering Reporting Officer (MLRO) If concern, knowledge, or suspicion is raised by the Compliance Team, this is forwarded to the MLRO for consideration.

## **8 CUSTOMER MONITORING**

8.1 Where concerns are forming prior to the draw, employees involved in the payment process are encouraged and have the ability to 'monitor' customers by creating an electronic profile.

8.2 The record will include customer information, and payment method details where available, including any other observations.

## 9 SYSTEM CONTROLS

General system controls exist to mitigate the risk of our products and business being used from a POC or ML perspective, and create an environment in which suspicious activity may be effectively detected.

### 9.4 *Dye Stained Money (DSM) & Scottish Notes*

As highlighted in the risk 'triggers' section, The Royal Academy of Arts employees are trained to be alert to any ink/dye stained notes which could indicate proceeds from a cash-in-transit (CIT) robbery.

Regardless of the amount discovered the Compliance Team are informed along with police to generate a Crime Reference Number.

Money that has become stained by coloured dye or damaged by glue will have been obtained via a Cash In Transit (CIT) robbery. The dye and glue are released upon the unauthorised opening of the relevant cash boxes. Therefore, this is money that has been stolen and is considered criminal property.

Under no circumstances are staff able to accept payment for tickets by customers presenting DSM. If presented, by a customer, it must be refused and the compliance team advised immediately. Any instance must be recorded and logged with an approximate time the customer attempted to present the DSM.

Should any amount of DSM be found, the Company has a legal obligation to inform the appropriate authorities.

Therefore, the following procedure MUST be adhered to:

- 1) Ring the compliance team and advise accordingly.
- 2) Immediately separate the DSM from the other notes taking as much care as possible when handling the DSM. **(It is imperative that the notes are handled as little as possible)**
- 3) Make a note of the DSM values, i.e. 4 x £20 + 8 x £10.
- 4) Place the DSM in a sealed envelope
- 5) Once the above actions are completed, please email the MLRO and Security Teams providing details as above.
- 6) Under no circumstances should any DSM notes attempt to be banked or returned to a customer.

## 10 PROACTIVE ANALYSIS

In addition to staff reports of potential POC or ML issues generated by risk triggers or otherwise flagged by system controls, the Compliance Team proactively analyse customer activity on the basis of two key elements:

- Reviewing customers on the basis of thresholds in the absence of 'risk triggers'.
- Reviewing reports of ticket sales activity to help identify traditional POC and ML risk triggers or trends.

## **11 CUSTOMER REVIEW FILES (CRFs)**

11.1 CRFs are designed to capture and maintain information about individual customers subject to threshold review, or where POC or ML concerns exist, enabling risk assessment and review.

11.3 CRFs are created in the following circumstances:

- On a risk based approach where concerns raised by colleagues are believed to have some foundation.
- Where Compliance Team analysis leads to POC or ML concerns, suspicion, or knowledge.

11.4 Following concerns raised by colleagues, where the Compliance Team (following their assessment and liaison with responsible parties) does not share the knowledge or suspicion raised, or otherwise believes a concern to be without foundation, a CRF file (and by extension a SAR) may not necessarily be raised. However, logs will be recorded detailing customer information held, the reasons for the report, who reported, and a statement as to why further action was not taken. The logs may be re-visited if and when further information comes to light which may lead to greater concern or knowledge or suspicion of customer engagement in money laundering. The reporter should be informed of the outcome of their referral.

11.5 Information held about customers will be compared against the potential Money Laundering and POC triggers outlined in Section 7 to help risk assess the customer.

In respect of threshold reviews, where the level of customer information held is satisfactory and commensurate with their gambling activity, the customer will be allowed to continue betting unless any new information which comes to light. This decision will formally be reviewed every 6 months unless any adverse activity or evidence is identified.

Following the instigation of a threshold based customer review, work will be conducted to complete enquiries within 2 months. Reviews may however remain incomplete due to the possible transient nature of a customer relationship, and particularly where checks are inhibited by a period of customer non-attendance in shop.

CRFs created on the basis of risk triggers (for example, adverse data or player triggers) will be reviewed by the Head of Compliance and any further actions will be determined. The action taken will be dependent on the risk highlighted. A SAR will be raised with the NCA as soon as is reasonably practicable where suspicion is held that the customer is engaged in money laundering.

### *Closed Customer Reviews*

Existing files may be closed on review where customer activity falls outside of the prevailing policy. Files will be reopened where risk or threshold triggers are met.

CRFs are logged on a spreadsheet. This spreadsheet includes the file number, name, and file review dates. This spreadsheet provides The Royal Academy of Arts authorised personnel with a quick reference and go-to point if further information is received about customers under review.

## **12 SUSPICIOUS ACTIVITY REPORTS (SARs)**

12.1 POCA requires SARs to be raised to the NCA in the event of knowledge or suspicion of the use of the proceeds of crime.

12.2 A SAR will be raised with the NCA by the MLRO or appropriate deputy as soon as is reasonably practicable where suspicion is held that the customer is engaged in money laundering.

### **13 SAR MONITORING AND TERMINATION OF CUSTOMER RELATIONSHIPS**

13.1 After a SAR has been raised or consent has been provided by the NCA, and where the customer relationship has been sustained, CRFs will continue to be monitored on a risk based approach.

13.2 If the level of concern leading to the SAR is maintained in future transactions or has increased thereafter, then further SARs will be considered.

13.3 The Royal Academy of Arts understands that SAR reporting and the defence of making a disclosure under section 338 of POCA is not intended to be used repeatedly in respect of the same customer.

13.4 Wherever knowledge or suspicion exists, the Head of Compliance will make an assessment with regards to the continuation of the customer relationship. This decision is made with awareness of the potential offences under POCA if transactions are allowed to continue where knowledge or suspicion exists.

13.5 In accordance with Gambling Commission guidance, advice may be sought from the NCA around the most effective approach in respect of terminating a customer relationship.

13.6 Where a relationship is terminated, steps will be taken to uphold this as effectively as possible.

### **14 PREJUDICING AN INVESTIGATION**

14.1 Staff are trained that subsequent to a report to the Compliance Team, or a SAR being raised with the NCA, it is a criminal offence under section 342 of POCA to release information about the knowledge of the existence of an investigation that may prejudice that investigation.

14.2 The Compliance Team will work particularly closely with customer facing staff to ensure that investigations are not disclosed when a payment is being held pending consent, or during the process of ceasing the relationship with a customer.

### **15 ADVERSE INFORMATION & POLICE INVOLVEMENT**

#### **15.1 *Previous Convictions or Previous Police Involvement***

Where information is obtained which indicates previous Police interest or convictions for a financial crime or related offence, the CRF will be updated and steps may be taken to gather customer information from the stages above. Where concerns remain, the customer may be requested to provide proof of identity and source of funds.

#### **15.2 *Current Police Investigation***

All Police requests for information are logged and a CRF is created in respect of customers subject to the enquiry (where a file does not already exist), and information provided.

If Police request information in respect of a financial crime enquiry, contact will be made to understand the current status of the investigation.

Provided that the following criteria are met, and there is no overriding knowledge of laundering activity, The Royal Academy of Arts will support and formally cooperate with the Police if there is an explicit request to continue business to preserve the case and evidence:

The Police must submit a Data Protection Act request for information; A formal timeframe for engagement must be established with Police;

Assurances must be provided by Police that there is a formal investigation, and that the case will be subject to regular review dates. RIPA authority (to provide Police with investigatory and surveillance powers) must be obtained within the first 28 days of engagement;

A Disclosure will be made to the Gambling Commission to advise.

Suspicious Activity Reports will be considered by the Royal Academy of Arts at the point of Police engagement and at each subsequent Police review date.

This cooperative approach seeks to help to ensure that crime is kept out of gambling in the longer term.

## **16 TRAINING AND SCREENING**

16.1 The Royal Academy of Arts are committed to ensuring that all key staff understand their responsibilities in respect of POCA and this policy, and in particular the triggers to be alert to and the requirement to report concerns, knowledge, or suspicion to the Compliance Team immediately.

16.2 Staff are trained as follows:

### *All Employees involved in the lottery/raffle*

All employees involved in the lottery/raffle are required to undertake complete AML training and understand our policy and reporting processes.

### *Head Office*

Key customer facing head office staff, including the compliance team, are required to understand and adhere to the Company's POCA & AML policy.

16.3 Training refreshers will be held every 12 months and new starters are trained upon induction.

16.4 Ad hoc training sessions may be provided to react to developing risks in particular areas.



## **17 MONITORING THE POLICY**

17.1 To ensure that the policy continues to be fit for purpose:

The Royal Academy of Arts are committed to carrying out an ongoing risk assessment of its POC & ML regime, tailoring this policy and training around new products and newly identified risks as appropriate.

In the course of day to day activities and in reaction to any POC or ML cases, the Royal Academy of Arts will continue to seek best practices and new techniques to improve the processes and procedures in place.

This policy is subject to review following any new guidance published by the Gambling Commission.

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# RA Privacy Policy

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DECEMBER 2018

Your personal data helps us to deliver exceptional exhibitions, events, services and products by allowing us to understand how you interact with and enjoy what we offer. By sharing your data, we can also provide you with more tailored and relevant information to help you get the most from your experience of the Royal Academy of Arts.

## What this Policy covers

The Royal Academy of Arts is committed to protecting your personal information, whether you are a visitor, ticket-buyer, Friend, Patron, shopper or other supporter. It is our aim to put our customers and supporters and the safeguarding of their personal data at the centre of everything we do and manage your personal data respectfully and responsibly.

This Policy explains how the RA, and its associated group companies (listed below), collect, manage and use the personal information you provide to us, whether online, via phone or in person, email, in writing or any other correspondence. If you are a Friend or Patron of the RA, or a member of the Academicians' Room, your membership terms and conditions will also set out how we will use your personal information.

We ensure that we use your personal data in accordance with all applicable laws concerning data protection and personal information.

This Policy explains:

- Who we are;
- What personal data we collect;
- How we may use your data;
- How we may contact you;
- How we will store and protect your data;
- The circumstances in which we share your data with third parties;

- What you should do if you would like us to change or delete the data we hold for you or stop contacting you;
- How to make a complaint;
- Changes to this Privacy Policy.

## **Who we are**

The Royal Academy of Arts exists to promote art and artists – a mission we pursue through exhibitions, education and debate. All parts of the RA, from the RA Schools and the Summer Exhibition to our visitors, Friends and Patrons, the RA Shop and its art sales and our other commercial endeavours, support the RA in this mission.

The RA is a registered UK charity (with charity number 1125383). We are also a registered company limited by guarantee in England and Wales, with registration number 06298947.

R. A. Enterprises Ltd (company number 01666333), the Friends of the Royal Academy (charity number 272926, company number 01291535), the Royal Academy Development Trust (charity number 1067270), RA (Arts) Limited (company number 02836364) and Burlington House Ltd (company number 2216104) are all either wholly owned subsidiaries of the RA which trade on its behalf, or are associated charities to the RA and whose objects are to support the RA. In this policy, “we” and the term “across the RA” means both the RA and these RA companies and charities.

## **What personal data do we collect**

We may collect personal information about you when you engage with us for a number of reasons including when you book or buy a ticket, become a member, enquire about our activities and services, engage with our social media, make a donation, sign up to receive emails, create an online account, purchase something from us, register for an event, enter the Summer Exhibition or loan a work of art to us, or otherwise provide us with personal information that may be used by the RA to deliver its charitable services, enable us to provide a service to you or to enhance your experience with us.

This can include information such as your name, postal address, email address, phone number, age, bank details and credit/debit card details. Where you have made a donation to us, we will also ask you if you are a tax payer and would like us to claim gift-aid on your donation, and record this information so that we can claim the gift-aid.

In addition to your personal data, we may also ask for your preferences so that we can send you information that is tailored to your interests.

On occasion, we may receive information about you from third parties, for example if we have run a joint competition with a third party or we have received a personal recommendation that you may be interested in the work of the RA.

We do not usually collect ‘sensitive personal data’ from you unless there is a clear reason for doing so, such as where we need this information to ensure that we provide appropriate facilities or support, to enable you to enjoy everything we offer across the RA. Examples of sensitive personal data we may hold would be in relation to the courses and classes we run for people with dementia.

### **Potential new supporters and donors**

We may collect information on potential supporters or donors who might be interested in becoming involved or increasing their involvement with the RA (for example publicly available information on art collectors, philanthropists or people with a public profile, from such sources as Debrett’s or Larry’s List), but will only do this where we have a legitimate interest and have carried out a legitimate interest assessment or and/or a privacy impact assessment as required (see below).

### **Website users**

We may also gather information about you from your use of our website, such as which pages are most visited and which events or facilities are of most interest. We will use this information to improve our website and to ensure we provide the best services for our users. Wherever possible we use aggregated or anonymous information which does not identify individual visitors to our website. By submitting your details, you enable us (and where applicable any suppliers we use) to provide you with the goods, services, information, activities or online content you select and any other related services the RA may provide.

The RA website uses cookies to help our website work well and to track information about how people are using it. More information on cookies and how to control the cookies we use can be found on our cookies page on our website.

If you register on our website then the following will also apply:

- The website will collect personal information when you register with us;
- The website will collect such information as your name, email address and post code. Once you register with the website you will not be anonymous to us when you subsequently sign in;

- You agree to endeavour to ensure that any registration information you give to the RA will always be accurate, correct and up to date;
- We collect and retain information about your transactions with us so that we can process your transactions and deal with future queries;
- Through the use of cookies, we will receive information from your computer such as your IP address (the unique number that identifies your computer when you use the internet) and we may record this information to provide you with a good experience when browsing our website or to improve the functionality of our site.

### **Job applicants**

If you apply to work at the RA, we will only use the information you give us to process your application and to monitor recruitment statistics. If we want to disclose information to someone outside the RA, for example, if we need a reference, we will make sure we tell you beforehand, unless we are required to disclose this information by law.

If you are unsuccessful in your job application, we may hold your personal information for up to 12 months after we've finished recruiting for the post you applied for. After this date we will destroy or delete your information. We keep de-personalised statistical information about applicants to develop our recruitment processes, however no individual applicant would be identifiable from this information.

If you commence employment with the RA, your data will be processed in accordance with your employment contract and our other applicable policies.

### **RA Schools applicants, students and alumni**

If you apply to be a student at the RA Schools, we will only use the information you give us to process your application and to monitor applicants' statistics.

If you are unsuccessful in your application, we will securely archive the information you have provided to us after we have finished the selection process.

If you are successful and enrol as a student of the RA Schools, we will use your data for the purposes of your studentship and will keep your data as a record of our RA Schools students. On graduating from the RA Schools, you will then become part of our RA Schools alumni and we will contact you in relation to alumni and RA Schools activities, unless you tell us you would rather not hear from us.

### **Under 16's**

We are committed to protecting the privacy of the young people who engage with us through our website, our events and our courses and classes. When we collect data about a child or young person aged under 16, we will make it very clear as to the reasons for collecting this data and how it will be used. If you are under 13 we will ensure we have consent from a parent or guardian.

### **Entrants to the Royal Academy Lottery**

If you enter the Royal Academy Lottery then you agree to the terms and conditions set out on our website, either by entering as a remote player or a non-remote player.

We will process your details only so long as is necessary for determining the results of the lottery draw.

### **Your debit card and credit card information**

If you use your credit or debit card to donate to us, buy something or pay for a ticket or membership online or over the phone, we will ensure that this is done securely and that we will not keep your details for longer than necessary for the purposes of the transaction.

## **How we may use your data**

We may use your personal data for a number of purposes, including the following:

- To provide you with the services, products or information you have requested from us. This could include fulfilling sales contracts you have entered into with us, or servicing your membership with us; It may also include providing you with information in your membership communications about exhibitions, offers and art related news outside the RA, which we think may be of interest to you.
- To provide you with information by email which we feel may interest you and where you have given your consent to be contacted by email. This may include requests for your support (please refer to How We May Contact You).
- To provide you with information about our work or our activities by post where we have a legitimate interest in sending it to you. Again this may include requests for your support;
- To telephone you if you have provided us with your telephone number and have not registered with the Telephone Preference Service;
- To process a donation we may receive from you and to communicate with you in regard to the donation (this could include asking you whether you would like to sign a gift-aid declaration to allow us to claim gift-aid on your donation);
- To create an account for you if you register with us;

- For customer service or administrative purposes (for example we may contact you regarding a donation you have made or an event you have registered or booked a ticket for);
- For internal record keeping, including the management of any feedback or complaints;
- To target communications and messages to you and to identify similar groups of prospective customers;
- To assess our customer base, including how they interact with us, visit our exhibitions and use our campus, and what parts of the RA they are interested in;
- To compile briefing notes for our staff about guests in advance of meetings, dinners and other events at which supporters and potential supporters may be present;
- To track user visits to our website and record navigation across our website and in addition to track whether our emails are opened and read;
- To invite you to participate in surveys or research;
- To use IP addresses to identify your approximate location, to block disruptive use, to record website traffic or to personalise the way our information is presented to you;
- To analyse and improve the services we offer;
- Where it is authorised by law, and
- We may assess your personal information for the purposes of credit risk reduction or fraud prevention.

### **Inappropriate website content**

If you post or send any content that we believe to be inappropriate, offensive or in breach of any laws, such as defamatory content, we may use your personal information to inform relevant third parties such as your internet provider or law enforcement agencies.

## **How we may contact you**

### **By email**

If possible, we would like to be able to contact you by email because we feel it is the most efficient and productive way to communicate with you about the wide range of programmes and offers from across the RA.

We will contact you by email if you have given us your email address and we are emailing you to provide the services you have requested.

We may also contact you by email if you have bought a service or goods from us and we want to contact you about similar goods or services.

We may in addition contact you for marketing purposes by email if you have given us your consent to do so. This may include requests for your support through a variety of different fundraising initiatives such as requesting donations, inviting you to attend special events, or encouraging you to purchase tickets or products.

If you enter your contact details into one of our online forms, we may use this information to contact you, even if you don't click 'submit' on the form, but we will only do this to see if we can help with any problems you might be experiencing with the form or with our website.

### **By text**

We may send you service communications via text, for example where you placed an order for goods or services on our website, or you have given a donation by text.

### **By post and telephone – where we have a legitimate interest to contact you**

If you have provided us with your postal address or telephone number we may send you direct mail or telephone you about our work and our fundraising campaigns, unless you have told us that you would prefer not to receive such information. We will carry out a legitimate interest assessment to ensure that we are satisfied that you would reasonably expect such communications from us and would not consider it to be intrusive. For example, we may want to post you an invitation to an event we think you may be interested in.

Before telephoning you (unless it is in connection with the service we are delivering to you) we will check with the Telephone Preference Service.

You may not have given us your data yourself. If we have received your data from a third party, we will only contact you if you have given the third party clear consent to enable us to do so. Otherwise, we will only contact you by post or phone if you have not given us your data yourself, where we have a legitimate interest to do so.

We consider that we have a legitimate interest in furthering the charitable aims of the RA by engaging the public in the exhibitions and experiences we offer so that we can promote and educate in art in all its forms. In order to do so, we need to be able to tell people about our work and to raise funds by donations and sponsorships or through our commercial activities, for example the RA Shop.



If you have not given us your data yourself and we have not received it from a third party, we will only contact you if you fall into one or more of the categories below:

- You are a known philanthropist or connected with a trust or foundation, and/or
- You are a known art lover, collector or involved in art or art education, and/or
- You are a publicly recognisable figure.

### **If we have a legal obligation to process your data**

In addition to the above, we may have a legal obligation to process your data, for example in order to carry out due diligence if you are a prospective donor or sponsor.

### **Business to business communications**

If we are communicating to you on a 'business to business' basis we will contact you by post or email, unless you have let us know that you would prefer us not to do so.

## **How we will store and protect your data**

We will either store your data on our own servers or in the Cloud. Accordingly, we may on occasion need to use the services of a supplier outside the European Economic Area (EEA) for this purpose, however we will ensure that your information is held in compliance with the General Data Protection Regulations. We will take all reasonable steps to ensure that your data is kept secure, including encryption, network level protection, strong password policies and dual authentication.

### **Keeping your personal data**

We keep your personal data for as long as required to operate the service we are providing to you or for archival purposes and in accordance with legal requirements and tax and accounting rules. If we have not heard from you or you have not engaged with us for a period of two years and we do not need to keep your personal data for archival, legal or business reasons, we will delete or suppress your personal information. Where your information is no longer required, we will ensure it is disposed of in a secure manner.

If you have told us that you do not want to hear from us at all or by a particular channel, we will hold the minimum amount of your personal data on a suppression list to ensure we comply with your request.

## **Sharing your data with third parties**

The RA may share your data with the other RA entities, suppliers or service providers to provide the products or services you've requested from us, for example, we may use a separate company to deliver goods to you. Other instances where we may share your data would be for payment processing, mailing houses, database services or website hosting.

If you have chosen to take part in a competition or an activity the RA is running jointly with a third-party organisation, you will be asked if your data can be shared with these third parties.

We may also share data with such online engines as Google and Facebook to help us to identify customers who are similar to our audience and serve up adverts to them. However, we will only do so if we are satisfied that your personal data is secure and will not be used for any other purpose. The personal data shared for these purposes is pseudonymised to protect it.

We may disclose your personal information to a third party if we are under a duty to disclose your personal data in order to comply with any legal obligation (for example to government bodies and law enforcement agencies), or in order to enforce or apply our rights (including in relation to our website or other applicable terms and conditions) or to protect the RA, for example in cases of suspected fraud or defamation. This may also include CCTV footage.

## **Links**

This Policy applies to all data we collect from across the RA, including our website. If a link on this website takes you to the website of a third party you should refer to the privacy policy relating to that website to understand how your personal information is managed by that third party or how they use cookies. We cannot accept any responsibility or liability for the privacy practices of such third-party websites and your use of such websites is at your own risk.

## **What should you do if you would like us to change or delete the data we hold for you, or stop contacting you?**

### **Do you want us to stop contacting you?**

It is your choice as to whether and how you want to receive information about us and our work, and the ways you can get involved. You have the right at any time to ask us to amend or stop using your personal information, including for marketing purposes.

You may opt out of marketing emails at any time by clicking the 'unsubscribe' link in our marketing emails. You can also change any of your marketing preferences at any time (including telling us that

you don't want us to contact you for marketing purposes by telephone or send you direct marketing by post) by contacting our Customer Services Team on 020 7300 8090 or [DataProtection@royalacademy.org.uk](mailto:DataProtection@royalacademy.org.uk). We will not use your information for marketing purposes if you have indicated that you do not wish to be contacted for such purposes. However, we will retain your details on a suppression list to help to ensure that we do not continue to contact you.

### **Do you want to change the details we hold for you?**

The accuracy of your information is important to us. You can edit your RA account information, including your address and contact details at any time. If you would like to change your preferences or update the details we hold about you, please contact our Customer Services Team on 020 7300 8090 or [DataProtection@royalacademy.org.uk](mailto:DataProtection@royalacademy.org.uk).

### **Do you want to request a copy of the information we hold for you?**

You have a right to request a copy of the personal information we hold about you and to have any inaccuracies corrected or your data erased. You also have a right to data portability.

If you would like to make a request for this data (a Subject Access Request) we require you to prove your identity with two pieces of approved identification for these purposes. Please address requests to Alison Strawbridge, Head of Data Integrity, The Royal Academy of Arts, Piccadilly, London, W1J 0BD or email [DataProtection@royalacademy.org.uk](mailto:DataProtection@royalacademy.org.uk) and we will respond to you within 30 days. Please provide as much information as possible about the nature of your contact with us to help us locate your records. We reserve the right to charge a fee of £10 for this process.

## **How to make a complaint**

If you would like to make a complaint about any aspect of this Policy, please contact Alison Strawbridge, Head of Data Integrity, The Royal Academy of Arts, Piccadilly, London, W1J 0BD or email [DataProtection@royalacademy.org.uk](mailto:DataProtection@royalacademy.org.uk).

### **The Information Commissioner's Office**

You have the right to lodge a complaint with the supervisory authority responsible for all information matters, The Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk).

## **Changes to this Privacy Policy**

We may update the terms of this Policy at any time, so please do check it from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address you have provided to us or by placing a prominent notice on our website. By

continuing to engage with us through our services and our website you will be deemed to have accepted such changes.

2018

As part of the licensing conditions outlined by the Gambling Commission, Burlington House Limited and our customers must adhere to the **Advertising Codes of Practice for Lotteries**.

There are two advertising codes of practice in the UK that are of relevance to lotteries. These are the responsibility of industry committees - the [Committee of Advertising Practice \(CAP\)](#) and the [Broadcast Committee of Advertising Practice \(BCAP\)](#) - but lotteries must also comply with any other industry codes of practice.

The CAP Code is the non-broadcast code and applies to advertisements, sales promotions and direct-marketing communications. This includes:

- advertisements in printed material - eg newspapers, magazines, brochures and leaflets
- posters in public places, including those with moving images
- commercials in cinemas and on DVDs, videos and Blu-ray discs
- electronic media advertisements other than on radio or television - eg paid-for internet search listings and online advertisements, including banner and pop-up advertisements
- any online statement under your control that's intended to sell your product or service.
- advertisements in e-mails, faxes and mobile phone text messages - including SMS, MMS (multimedia messaging service) and those transmitted via Bluetooth
- sales promotions, wherever they appear
- advertorials - ie advertisements designed to look like editorial text

The BCAP Code is the broadcast code and applies to all advertisements and sponsorship credits on radio and television services licensed by the industry regulator Ofcom. This includes:

- teleshopping
- content on self-promotional television channels
- television text and interactive television advertisements

Both the CAP and BCAP codes have specific lotteries section that sets out the rules for society lotteries (and now covers the National Lottery). The rules are slightly different to the gambling specific Codes, to allow for the fact that society lotteries may want to feature children and young people as beneficiaries of the lottery.

<http://www.gamblingcommission.gov.uk/for-gambling-businesses/Compliance/General-compliance/Social-responsibility/Advertising-marketing-rules-and-regulations.aspx>

The Gambling Industry Code for Socially Responsible Advertising has the requirement for Society lotteries to ensure that any print and generally any broadcast advertisement features the details of the gamble aware website ([www.gambleaware.co.uk](http://www.gambleaware.co.uk)).

The Code provides guidance on:

- Television watershed and television advertising
- Radio messaging
- Adult only messaging
- Online banner advertising click through

- Sports Sponsorship
- Television sponsorship
- Social Media

The most recent version of the Code can be found here:

<http://igrg.org.uk/wp/wp-content/uploads/2018/03/gicsrav4.pdf>

The purpose of this policy provides directors, managers, our employees, our society licence holders with guidance and information on the advertising of gambling products and services, on how they should be undertaken in a socially responsible manner and you should comply with the UK Advertising Codes enforced by the Advertising Standards Authority (ASA).

## SECTION 17 OF THE CAP CODE

The rules in this section are designed to ensure that marketing communications for lotteries are socially responsible, with regard to the need to protect children, young persons under 18 and other vulnerable persons from being harmed or exploited by advertising that features or promotes lotteries.

This section applies to marketing communications for lottery products that are licensed and regulated by the Gambling Commission, the National Lottery Commission, or in the case of small society lotteries, registered with local authorities in England and Wales, or licensing boards in Scotland.

## RULES

17.1 Marketing communications must not portray, condone or encourage gambling behaviour that is socially irresponsible or could lead to financial, social or emotional harm.

17.2 Marketing communications must not suggest that participating in a lottery can provide an escape from personal, professional or educational problems such as loneliness or depression.

17.3 Marketing communications must not suggest that participating in a lottery can be a solution to financial concerns, an alternative to employment or a way to achieve financial security. Advertisers may, however, refer to other benefits of winning a prize.

17.4 Marketing communications must not portray participating in a lottery as indispensable or as taking priority in life; for example, over family, friends or professional or educational commitments.

17.5 Marketing communications must neither suggest peer pressure to participate nor disparage abstention.

17.6 Marketing communications must not suggest that participating in a lottery can enhance personal qualities, for example, that it can improve self-image or self-esteem, or is a way to gain control, superiority, recognition or admiration.

17.7 Marketing communications must not link participating in a lottery to seduction, sexual success or enhanced attractiveness.

17.8 Marketing communications must not portray participation in a context of toughness or link it to resilience or recklessness.

17.9 Marketing communications must not suggest participation is a rite of passage.

17.10 Marketing communications must not suggest that solitary gambling is preferable to social gambling.

17.11 Marketing communications for lotteries that can be participated in only by entering gambling premises must make that condition clear.

17.12 Marketing communications for lotteries must not exploit the susceptibilities, aspirations, credulity, inexperience or lack of knowledge of children, young persons or other vulnerable persons.

17.13 Marketing communications for lotteries must not be likely to be of particular appeal to children or young persons, especially by reflecting or being associated with youth culture.

17.14 Marketing communications for lotteries should not be directed at those aged under 16 years through the selection of media or context in which they appear.

17.15 Marketing communications for a lottery product may include children or young persons. No-one who is, or seems to be, under 25 years old may be featured gambling or playing a significant role.

17.16 Marketing communications that exclusively feature the good causes that benefit from a lottery and include no explicit encouragement to buy a lottery product may include children or young persons in a significant role.

17.17 Marketing communications for lotteries must not exploit cultural beliefs or traditions about gambling or luck.

17.18 Marketing communications for lotteries must not condone or encourage criminal or antisocial behaviour.

17.19 Marketing communications for lotteries must not condone or feature gambling in a working environment (an exception exists for workplace lottery syndicates and gambling premises).

In addition, according to LCCP Ordinary Code provision 5.1.9 (Compliance with advertising codes) Our contracted ELM will not feature a person who is or seems to be under 25 years old.

Should a breach in advertising standards be identified it must be reported immediately to the individual responsible for the society lottery immediately.

## Complaints Procedure

December 2018

Burlington House Limited is committed to providing excellent levels of service and are constantly striving to meet the expectations of clients and their supporters, and welcome feedback where services can be improved or where expectations have not been met.

Issues of concern can usually be resolved by contacting the Customer Support team. A database record will be completed at the time of the contact, detailing your contact details, which team member dealt with the issue, the nature of the complaint and how the complaint was resolved. A copy of this complaints procedure will be provided to customers upon request, or whenever they make a complaint.

Burlington House Limited's support contact details are as follows:

Burlington House  
Piccadilly  
London  
W1J 0BD

However, we recognise that sometimes it may not be appropriate to contact us in this way, or you may feel your concerns have not been properly addressed internally after talking to the team. Where this is the case, we actively encourage our members to use our Complaints Procedure so that issues and concerns can be raised with management and addressed appropriately. This document explains how the Complaints Procedure works, what you need to do and what you can expect.

There are two levels – Complaints Co-ordinator and CEO.

### Level 1 – Complaints Co-Ordinator

If Burlington House Limited haven't reasonably met your expectations or you wish to make a complaint relating to services you should write or e-mail in the first instance to the Complaints Co-ordinator:

Patrick Frazier Wood

[fundraising.events@royalacademy.org.uk](mailto:fundraising.events@royalacademy.org.uk).

Please put in the subject line 'FAO: Complaints Co-ordinator'.

In expressing concerns it is helpful to include all relevant details such as nature of complaint, date, people contacted and the other circumstances relating to your complaint. This helps to quickly and fully understand the nature of the complaint and begin investigations. Once the Complaints Co-ordinator acknowledges receipt of your letter or email in writing within 48 hours, he will also provide



a copy of this complaints policy. You can normally expect a full written response within 10 working days of this acknowledgement. His aim is to resolve the complaint to your complete satisfaction at this level.

Level 2 - Lead contact of society lottery. If, after receiving our response at the 1st level you feel that your concerns have not been fully addressed you can ask for your complaint to be referred to the lead contact in relation to the society lottery. Please contact Carl Hitchcock at [carl.hitchcock@royalacademy.org.uk](mailto:carl.hitchcock@royalacademy.org.uk) . You can normally expect a full written response to your complaint within 10 working days of acknowledgement of the complaint reaching the 2nd level.

It may be necessary for additional information to be sought from an external source. When this is necessary, it may not be possible to respond to your complaint within 10 working days and the Lead contact of the society lottery will contact you again. He will explain the reasons for asking for a time extension and seek your approval.

#### Arbitration

If a satisfactory resolution cannot be reached, then the matter can be referred to an alternative dispute resolution (ADR) entity.

Burlington House Limited use the Centre of Effective Dispute Resolution (CEDR) for this purpose – Centre for Effective Dispute Resolution, 70 Fleet Street, London, EC4Y 1EU. Telephone number: 02075203817 and email [applications@cedr.com](mailto:applications@cedr.com).

Burlington House Limited will notify the Society and the Gambling Commission of any complaints which are referred to the ADR entity. A copy of this complaints policy will be provided to the complainant at the earliest opportunity. The result of any external arbitration by the ADR entity will be reported to the Gambling Commission by the ADR or society.