

MyRaffles365 – Terms & Conditions

Version 8 – reviewed and updated 19th October 2017

MyRaffles365 is a website designed to support a range of draws and help raise funds for various good causes. The site was designed and developed by Fieldgate Solutions Ltd to support the work of Lottery Solutions - a Brand covering several companies who provide services to various clients and help make the MyRaffles365 site successful in raising funds for a range of good causes.

Introduction

All Draws in the MyRaffles365 site are Lotteries unless identified as a Prize Draw. The MyRaffles365 site is hosted at www.myraffles365.co.uk

Changes to Rules

MyRaffles365 Rules, Terms and Conditions and/or the Game Procedures and/or the Game Specific Rules may be changed at any time. Players hereby agree that they will be bound by such changes.

Draw Information

Every Draw will clearly identify:

- The name of the Draw;
- Price per Chance;
- Prizes;
- Promoter/Promoting Society if applicable;
- Closing Date of Draw;
- If a Prize Draw, the details of how to enter for free.

The opening and closing dates of each Draw are as specified within the Draw information published on MyRaffles365 site and Social Media sites. On occasions it may be necessary to amend the closing dates and therefore Players should check their MyRaffles365 account for the latest information.

- Some Draws have limitations on the number of tickets a Player can purchase.
- Some Draws have a set number of tickets available and therefore may close early when sold out.

Draw Owner/Lottery Owner – the ‘Owner’

- A Lottery Owner is the organisation that sets up and runs the Lottery Draws, and is authorised to do so in accordance with a Lottery Licence held by a Promoting Society.
- A Draw Owner is the organisation that sets up and runs the Prize Draws.
- Players may choose and change Draw Owner/Lottery Owner within their Account at any time, thus enabling them to play a range of Lottery Draws and Prize Draws.

Personal Payment ‘Pot’

- Every registered Player in the MyRaffles365 site has their own personal payment ‘pot’.
- Our third-party payment provider PayPal securely deals with your payment.
- Any money in your personal payment ‘pot’ is ring-fenced to the individual the account is registered to. *Any request for repayment of funds is subject to validation and scrutiny to comply with money laundering regulations. Please therefore understand our vigilance as it is there to protect you and your money.*

Purchasing a Chance in a Lottery Draw or a Prize Draw

- In registering to open an Account on the MyRaffles365 site Players acknowledge that the Draws are games of chance, that the outcome of a Draw is determined by the selection of Winning Numbers at random, and that playing in the Draw does not involve the exercise of any skill or judgment by a Player.
- By Purchasing a Chance you confirm that you are eligible to enter and to claim the Prize. You may be asked to provide proof that you are eligible.
- The Draw Owner/Lottery Owner may, at their sole discretion, may exclude entrants from participating in their Draws.
- If a Purchase of a Chance is not recorded on the MyRaffles365 Central Computer System that Purchase is not valid.
- There shall be no general right for any person to purchase a Chance.
- The Purchasing of a Chance may be restricted or limited within certain Draws.
- Players may request temporary suspension from the MyRaffles365 site. In which case we will arrange for the password to be changed and access restricted until the Player requests a password reset.
- No Player shall enter into any Draw otherwise than in accordance with these Rules, the Terms and Conditions and/or the Draw specific rules.

Lotteries

Lotteries are a form of Gambling and therefore subject to the Gambling Act 2005. All lotteries in our system are overseen by a Promoting Society who give permission to the Lottery Owner and the MyRaffles365 site to 'Make Arrangements' for a Lottery by 'Promoting and Facilitating'.

In all our Lottery Draws a minimum of 20% of sales from Lottery chances is donated to a designated 'good cause' as approved by the Promoting Society. In many cases the donation is much higher. Lottery 'returns' are then provided to the relevant licensing authority to confirm legal compliance.

Purchase of a Chance - Lotteries

- All Players within a Lottery Draw shall pay the same price for a Lottery Chance.
- No Lottery Chance shall be sold to any person under the age of 16 years, whether acting on his own behalf or on behalf of another person.

Promoting Society - Lotteries

- Lotteries can only be run with the approval of a Promoting Society that holds a Lottery Licence. All Promoting Societies within the MyRaffles365 site are registered with their local council to run Small Society Lotteries.
- It is the responsibility of the Promoting Society to ensure the Lottery Owner runs any Lottery in a legal manner, and maximises the donation to the Beneficiary.
- The Promoting Society chooses its Beneficiaries by a vote of its members and in accordance with the Objects approved in the Gambling Act 2005.
- The Promoting Society may withdraw use of its licence should it feel the Lottery Owner is not complying with its instructions. This will result in the Lottery Owner being removed from the MyRaffles365 site and their Players transferred to an alternate Lottery Owner or Draw Owner.

Beneficiary (Good Cause) - Lotteries

- Each Lottery Owner has selected its own Beneficiary or Beneficiaries in line with the Promoting Society Objects and a player may, in some cases have a choice.
- Where no Beneficiary is shown for a draw the donation will be paid to our default 'good cause' the Barry Kilby Prostate Cancer Appeal (BKPCA) which raises funds to support local initiatives in the fight against prostate cancer, including blood testing (PSA) events at local sports grounds. More information can be found on the Appeal's Facebook page at www.facebook.com/BKPCA

Prize Draws - Purchase of a Prize Draw Chance

No Prize Draw Chance shall be sold to any person under the age of 18 years, whether acting on his own behalf or on behalf of another person.

Prize Draws – How to enter a Prize Draw

- Players can enter a Prize Draw by creating an online account on the MyRaffles365 site, and each chance purchased will count as an entry to the specified Prize Draw.
- Players may make multiple entries and may enter more than one Prize Draw at a time.
- A Player may enter a Prize Draw for free by post. Please see the details at the bottom of this document for full requirements and deadlines of receipt. Only one free entry per person will be accepted.
- Please note that these are the only two methods of entering a Prize Draw. Entries submitted in any other way will not be accepted.
- All Prize Draw entries received by post after the closing date of the Draw are automatically disqualified.
- Proof of postage will not be accepted as proof of receipt of entry into a Prize Draw.
- All entries received by post will be entered into the Prize Draw as a physical ticket, and the winning entrant selected at random. To win a prize the entry must have been completed correctly in accordance with these Terms and Conditions.
- All entries received by post may have their details registered in the MyRaffles365 site, and you may therefore receive a verification email if you are not already registered.

Prizes

- Prizes are those as identified within the MyRaffles365 site Draw.
- Where possible Prizes will be shown on Social Media sites to Promote the Draw
- Cash Prizes are paid to the winners Account within the MyRaffles365 site.
- Cash Prizes can be redeemed and funds repaid to either the original payment account or a cheque posted to the address within the registered winner's Account in the MyRaffles365 site, unless otherwise specified in the specific Draw promotional material. Validation checks will take place to protect your money.
- Physical Prizes will be posted to the address within the registered winner's Account in the MyRaffles365 site, or under certain circumstances arrangements to collect a Prize in person will be made.
- Should a Prize be unavailable for any reason, the winner will be contacted to discuss a suitable alternative. here is no guarantee that a suitable alternative will be found and in this case the decision of the Prize Draw/Lottery Owner will be final. However, it is the over-riding principle of the MyRaffles365 site that Players interests be protected at all times, and should a dispute arise between a Winner and a Prize Draw/Lottery Owner then the MyRaffles365 site will take action to resolve, and any decision will be final and binding on all parties.
- Descriptions of Prizes are provided without warranty of any kind.
- Prizes are not transferrable.

Drawing the Winners

- The Winning Numbers of the Draw shall be those Drawn, and as recorded within the MyRaffles365 site.
- In the event of any Draw being declared invalid, another Draw will be conducted to determine the Winning Numbers in accordance with the same Draw and Prize structure.
- In the event that any Draw is interrupted due to equipment failure or for any other reason the Draw will be completed as soon as possible.
- In the event that any Draw cannot take place on the date or at the time fixed, it shall take place as soon as reasonably practicable thereafter.
- There is no obligation to make any payment against any incorrectly announced number of the Draw.
- All winners are contacted either via email or phone as applicable as soon as practical after the winning numbers have been Drawn. For those registered in our MyRaffles365 system, this will be automatic in the form of an email.
- If a winning entrant fails to accept their Prize for whatever reason within 3 months of being notified, the Prize will be deemed a donation to a Promoting Society's Good Cause, or our own default Cause, The Barry Kilby Prostate Cancer Appeal. Any unclaimed Prizes may therefore re-appear on the MyRaffles365 site for another Draw.

Winning Numbers Information

- The results of each Draw will be made available on the MyRaffles365 site and in some instances on our Social Media sites as soon as practicable after each Draw.
- The information made available and disseminated will be:
 - the name or title of the Draw;
 - the date of the Draw;
 - the Winning Numbers and the relevant Prizes
 - such other information as may be appropriate.

Release of Information About Winners – Personal data

Prize winners agree to participate in any reasonable publicity required by the Prize Draw/Lottery Owner.

MyRaffles365 online site, and the Prize Draw/Lottery Owner's reserve the right to publicise winner's names and Prizes and to utilise information obtained via Social Media sites.

MyRaffles365 online site will endeavour to protect the rights of the individual and use information in a sensitive manner. In addition, for the purposes of publicising unclaimed Prizes or as is required by law, MyRaffles365 online site may publicise any details of any Prize winner without the prior written consent of that person.

Should you wish to opt out of our general publicity for Draw winners, please email admin@myraffles365.co.uk using OPT OUT in the Subject field.

Prize Validation Requirements

- Before a Prize may be paid on any claimed winning Chance, it must be validated. This is normally an automatic process within the MyRaffles365 online system.
- MyRaffles365 online site reserves the right to withhold payment of any Prize until it is entirely satisfied as to the validity of any claim.
- The appropriate Prize Draw/Lottery Owner and Promoting Society's (where applicable) decision on any disputed Prize is final.

Miscellaneous

(A) Use of Content

- (1) For the avoidance of doubt, Fieldgate Solutions Ltd (“the Company”) are the owner or licensee of the copyright, trademarks and other intellectual property rights in, to and in respect of the MyRaffles365 site. Players acknowledge and agree that they are only permitted to use the Site, as expressly set out in these Rules, the Terms and Conditions, the applicable Draw procedures and on the Draw details screen.
- (2) Players may not:
 - a. copy, disclose, transmit or otherwise make available or remove or alter any material available on the MyRaffles365 site;
 - b. reverse engineer or decompile (whether in whole or in part) any software used in connection with the MyRaffles365 site and/or the provision of the Draws (except to the extent expressly permitted by applicable law); or
 - c. remove, obscure or change any copyright, trade mark or other intellectual property right notices contained in any material obtained from the MyRaffles365 site or as a result of playing the Draws.

Warranties and Indemnities

Each Player warrants that they will only use their MyRaffles365 online account in accordance with these Rules and in an appropriate and lawful manner, and agrees to indemnify the Company against any costs, losses, damages and expenses which the Company may suffer or incur arising out of, or in relation to any claim, legal proceeding or demand made by any third party due to or arising out of use a Player's wrongful or negligent use of his Account.

General

- (1) Nothing in these Rules shall exclude or limit any person's liability (a) for fraud; (b) for death or personal injury caused by its negligence (as defined in section 1 of the Unfair Contract Terms Act 1977); (c) for any breach of the terms implied by section 12 Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) for which it is not lawfully permitted to exclude or limit.
- (2) The Company shall not in any circumstances be liable for any loss of whatever nature, including, without limitation, loss of profits, indirect, special or consequential loss, suffered or incurred by any Player, any claimant or any other person arising from the withdrawal of any Draw or from the participation or non-participation of any person in any Draw, including the loss, for whatever reason, of the chance to participate in such Draw. In particular, but without prejudice to the generality of the foregoing, the Company shall not be liable to any person:
 - a. for any event beyond the Company's reasonable control including, but without limitation, any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest, power cut and/or failure or obstruction of any network, broadcasting or telecommunications service;
 - b. for the failure of, or damage or destruction to, or any errors caused by the computer systems or records of the Company or any third party (including, without limitation, the MyRaffles365 online site and/or the Central Computer System), or any part of any of the foregoing;
 - c. for delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system;
 - d. for any other action or event which prevents or hinders the issue of a valid Chance (including without limitation the failure of the Site to display correctly on any device used to view the Site);
 - e. for the refusal to sell a Chance to any person or to allow any person to play a Draw on the MyRaffles365 online site;
 - f. for any losses caused to Players including misuse or unauthorised use of passwords or Mobiles, money lost by playing the Draws and failure or malfunction of the equipment or

technology of the relevant Player or his internet service provider or mobile phone network operator.

Law

These Rules and the rights and obligations of the Company and Players set out herein shall be governed by and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

PRIZE DRAW Terms

- Tickets (Chances) are non-refundable
- Our default good cause for the money raised goes to the Barry Kilby Prostate Cancer Appeal, helping to fund early detection of this terrible disease.
- PLEASE NOTE THAT PRIZE DRAWS ARE NOT OPEN TO THOSE UNDER THE AGE OF 18 YEARS.
- Anyone worldwide is able to enter our Draws but legislation in your own country may provide additional restrictions. It is your responsibility to follow your own countries law.

*To enter for *free* by post, (please ensure you put a stamp on your envelope) send your **full name, address, mobile number, email address, country of residence and date of birth** together with the **DRAW CODE** to:

My Prize Draw, PO Box 567, Burnley, BB11 9GW