

Fundraiser Terms of Service

Territory: United Kingdom

Version: 1.0

Updated: 09/08/24



# Fundraiser Terms of Service

These Terms of Service ("Terms") govern the relationship between Community Draws Limited, trading as Community Draws ("Platform"), a limited company incorporated under the laws of England and Wales (Company Number: 15528601), with its registered office located at 85 Great Portland Street, First Floor, London, W1W 7LT ("Company"), and the individual representing the entity ("Fundraiser") who uses the Platform to host fundraising competitions.

By using the Platform, the Fundraiser agrees to be bound by these Terms of Service. If the Fundraiser does not agree to these Terms, they should not use the Platform.

## Definitions

The terms listed below, when used in these Terms of Service, shall have the following meanings:

**Competition:** A fundraising event managed by a Fundraiser on the Platform, offering tickets for sale to Supporters for the opportunity to win Prizes. This term includes both Prize Draws, where winners are selected at random, and Competitions that may include a skill-based element, while still offering a free entry route and selecting a winner at random.

**Competition Page:** A dedicated page on the Platform that provides details of a specific competition, including but not limited to the competition description, prize(s), entry methods, competition start and end dates, ticket prices, free entry route, and any other relevant terms.

**Competition Start Date:** The date when the competition officially begins, and tickets become available for sale on the Platform.

**Competition End Date:** The date when ticket sales close, and the live draw is conducted, marking the conclusion of the competition.

**Competition Sales Period:** The period between the Competition Start Date and Competition End Date during which tickets are available for sale.

**Competition Fees:** The cumulative sum of Transaction Fees, COPF, and Service Fee associated with a Competition.

**Competition Prize Catalogue:** A curated collection of prizes made available by the Platform for selection by Fundraisers when creating their competitions.

**Competition Statement:** A financial summary generated and provided by the Platform to the Fundraiser, which itemizes the Ticket Sales Revenue, delineates the various Competition Fees, and specifies the Net Proceeds due to the Fundraiser.

**Community Index Score:** A proprietary scoring system developed by the Platform, combining various metrics such as community size and engagement. It provides an overall assessment of a Fundraiser's community and supports the Fundraiser Guarantee, ensuring realistic fundraising goals are set and met.

**COPF (Cost of Prize Fulfilment):** The aggregate cost of procuring, handling, and delivering the prize(s) to the winner(s) of a Competition.

**Dispute Resolution Process:** A structured procedure designed to resolve disagreements or conflicts between parties through negotiation, mediation, or arbitration, ensuring a fair and efficient resolution. This process is initiated when a dispute arises and follows the guidelines set forth by the Platform to reach a binding agreement.

Fundraiser Terms of Service

Territory: United Kingdom

Version: 1.0

Updated: 09/08/24



**Fundraiser Guarantee:** A commitment by the Platform to ensure that Fundraisers do not incur a financial loss if ticket sales fall short of expectations. The guarantee ensures that all necessary costs for completing the competition, including prize fulfilment and draw execution, are covered.

**Fundraiser:** An entity or individual representing an entity that uses the Platform for hosting fundraising competitions.

**Free Entry Route:** A method of entering a competition without purchasing a ticket, as allowed under the competition rules. Entrants using the Free Entry Route must submit their entry by post, in the format specified on the Competition Page and in accordance with these Terms and Conditions. The Free Entry Route ensures compliance with legal regulations and provides an alternative to paid entries.

**Intellectual Property:** Trademarks, logos, service marks, branding, content, and technology utilized by the Platform.

**Live Draw:** The real-time process of selecting winners for a Competition, conducted by the Platform using a certified Random Number Generator (RNG) to ensure fairness and transparency. The draw is live-streamed and broadcast across various media and social media platforms, providing visibility and trust in the selection process. Winners are publicly announced during the live event.

**Maximum Entries:** The highest number of entries that an individual participant is allowed to submit for a specific competition, as stated on the Competition Page. This limit applies to both paid entries and entries via the Free Entry Route and is enforced to ensure fairness and compliance with the competition rules.

**Maximum Tickets:** The maximum number of tickets that can be sold for a specific competition.

**Minimum Tickets:** The minimum number of tickets that must be sold for a competition to proceed without adjustments or extensions. If the minimum ticket threshold is not met, the Platform may take actions such as extending the draw date or implementing the Fundraiser Guarantee to ensure the competition's successful completion.

**Net Proceeds:** The net funds available from Ticket Sales Revenue after deduction of Competition Fees.

**Participant:** Any individual who enters the competition, either by purchasing a ticket or through a free postal entry.

**Platform:** The online marketplace operated by the Company that allows Fundraisers to sell tickets and host competitions.

**Privacy Policy:** The Platform's standards for personal data collection, use, and protection, adhering to relevant laws.

**Prize:** Goods, services, or monetary awards provided to Competition winners.

**Prize Supplier:** A third-party entity or organization responsible for providing the prize(s) for a competition. The Prize Supplier may deliver the prize directly to the winner or through the Platform, as specified in the competition details.

**Recommended Retail Price:** The price at which the manufacturer or distributor suggests a product should be sold to consumers, providing a guideline for market value.

**Registered Account:** An account created by a user that has provided all the necessary information required by the Platform to participate in competitions.

**Service Fee:** A fee retained by the Platform, calculated as a specified percentage of the Ticket Sales Revenue.

**Supporter:** A consumer participating in the competitions through the purchase of tickets.

**Terms:** These Terms of Service, including any attached schedules, appendices, and exhibits.

Fundraiser Terms of Service

Territory: United Kingdom

Version: 1.0

Updated: 09/08/24



**Ticket:** A digital entry to participate in a Competition.

**Ticket Range:** The range of numbers available for ticket allocation. The range starts from 1, through to Maximum Tickets

**Ticket Sales Revenue:** The gross funds collected from the sale of Tickets for a Competition.

**Transaction Fees:** Fees charged by third-party payment gateways or merchant service providers for processing ticket sales transactions.



## 1. Services

- 1.1. The Platform shall connect Fundraisers with Supporters, facilitating fundraising via ticket sales for prize competitions.
- 1.2. The Platform's services are exclusively available to registered entities. Fundraisers must be legally incorporated or registered with the appropriate authorities in their respective jurisdiction. This requirement helps the Platform maintain control over compliance and verification, ensuring that only legitimate entities with clear legal standing can participate. Allowing only registered entities minimizes the risk of fraud or misuse, protecting Supporters and both the Fundraisers' and the Platform's reputation.
- 1.3. Eligible entities include, but are not limited to:
  - Limited Liability Companies (LLCs)
  - Incorporated Societies
  - Registered Charities
  - Non-profit Organizations
  - Community Interest Companies (CICs)
  - Public Benefit Corporations (PBCs)
  - Foundations
  - Schools and Educational Institutions
  - Religious Organizations (with legal registration)
  - Cooperatives
  - Other officially recognized legal entities.

## 2. Fundraiser Obligations

- 2.1. By using the Platform, Fundraisers certify that they meet eligibility criteria and that they are acting on behalf of a legitimate, recognized organization.
- 2.2. The Platform reserves the right to verify the legal status of any Fundraiser. The Platform may deny access to the service if an entity does not meet the required eligibility criteria. Fundraisers agree to provide accurate and up-to-date information. Any attempt to submit falsified or misleading documentation may result in the termination of access to the Platform and other legal consequences. As part of the onboarding process, Fundraisers are required to provide the following documentation for verification:

Required Documentation	Details
Proof of Incorporation Legal	Document confirming the organisation's incorporation
Address	Proof of the organisation's legal address
Photo ID of Organiser	Government-issued photo ID of the organiser

- 2.3. ID Verification: The Platform is committed to maintaining the privacy and security of all personal data and documents provided during this verification process. All documentation submitted for verification purposes will be stored securely in compliance with the Platform's Privacy Policy and relevant data protection regulations, including GDPR (General Data Protection Regulation) where applicable. The Platform will only use this information for verification and compliance purposes and will not disclose it to third parties unless required by law.
- 2.4. Account Registration: Fundraisers must register an account with accurate, complete information.

## Fundraiser Terms of Service

Territory: United Kingdom

Version: 1.0

Updated: 09/08/24



- 2.5. Profile Requirements: Fundraisers must provide the following details when creating their profile. The Platform's Community Standards team review profiles to ensure they meet community guidelines:

Required Information	Details
First Name and Last Name	Of the organiser
Legal Name of Organisation	As registered
Legal Address	Full address including postal code
Telephone Number	Active contact number
Email Address	For communication
Bank Account Details	Sort code and account number for receiving funds
Store Name	Name that will represent the fundraiser's profile on the Platform
Fundraiser Category	A category that best represents a fundraiser's organisation
Profile Picture	Organisation's logo
Header Image	Representative image

- 2.6. Store URL Generation: When registering, Fundraisers must provide a store name, which will automatically generate a unique URL for their profile. If the default URL is unavailable, a variation based on the store name will be generated. Fundraisers also have the option to manually choose their URL if preferred.
- 2.7. Profile Image Standards: Profile and header images must meet the platforms quality standards. The Platform reserves the right to edit images to ensure they meet quality standards.
- 2.8. Competition Management (On-Platform): Fundraisers are responsible for managing key aspects of their competitions on the Platform, including the scheduled draw date and competition prize selection from the Competition Prize Catalogue. On request, fundraisers can also set ticket prices and min/max ticket quantities.
- 2.9. Competition Management (Off-Platform): Fundraisers are responsible for all off-platform activities related to their competition, including marketing, promotion, and management. These activities must comply with legal and regulatory requirements and adhere to the Platform's Community Standards. To support Fundraisers, the Platform provides a professionally designed promotion pack, including custom posts and video reels for Facebook and Instagram, as well as print-ready materials for flyers and posters. All materials are produced in compliance with the Platform's Community Standards, regulatory, and legal requirements.

## 3. Platform Obligations

- 3.1. Payment Processing: The Platform facilitates the processing of ticket sales via a third-party gateway/merchant provider, which debits Transaction Fees before crediting funds to the Platform's account.
- 3.2. Live Draws: The Platform conducts Live Draws using a certified Random Number Generator (RNG) to ensure fairness and transparency. The draw is live-streamed and broadcast across various social media platforms, providing visibility and trust in the process. Fundraisers can highlight their causes and share community interest stories during the live event, enhancing engagement and awareness.
- 3.3. Prize Fulfilment: The Platform is responsible for the fulfilment of prizes, including all associated costs, which are outlined as COPF within the Competition Fees.
- 3.4. Compliance Support: The Platform will reference guidance and support to assist Fundraisers in complying with relevant regulations for both on-platform and off-platform activities when conducting a fundraising competition. The Platform ensures that all on-platform activities, such as ticket sales, free-entry by post, participant aggregation, prize fulfilment, financial reporting, funds dispersal, and advertising adhere to applicable laws and regulations.



## 4. Financial Terms

- 4.1. Ticket Sales and Revenue: The Platform is responsible for facilitating the sale of Tickets and collecting Ticket Sales Revenue.
- 4.2. Competition Fees: From the Ticket Sales Revenue, Transaction Fees will first be deducted by the third-party payment provider before crediting the remaining balance to the Platform. The Platform will then deduct the Cost of Prize Fulfilment (COPF) and the Platform's Service Fee to arrive at the Proceeds.
- 4.3. Proceeds: The Proceeds represent the total amount raised by a Competition that will be allocated to the Fundraiser, following the deduction of all applicable Competition Fees.
- 4.4. Remittance of Proceeds: Proceeds will be made available for withdrawal from the Platform 30 days after the draw date. This standard holding period accounts for potential chargebacks, payment disputes, or other transaction queries that may arise. After the 30-day period, the Proceeds will be released to the Fundraiser, provided all verifications are complete and no outstanding issues remain. The Platform will notify the Fundraiser of any delays or additional requirements affecting the release of funds.
- 4.5. Reporting: The Platform will provide the Fundraiser with a detailed financial report for each Competition, delineating the Number of Tickets Sold, The Number of Free Postal Entries, Ticket Sales Revenue, itemized Competition Fees, and the calculation of Proceeds. A summary of this financial report (the "Competition Statement") may be made available to the public upon request.
- 4.6. Chargebacks: The Platform acts as the intermediary in processing payments between Supporters and Fundraisers. While chargebacks are an inherent risk in any payment system, the following terms apply:
  - 4.6.1. Responsibility for Chargebacks: The Platform will manage the resolution of chargebacks with the payment processor. However, Fundraisers may be held accountable if it is determined that fraudulent or misleading information provided by the Fundraiser contributed to the chargeback.
  - 4.6.2. Fraudulent Information: If chargebacks arise due to fraudulent or inaccurate information provided by the Fundraiser, including but not limited to incorrect competition details, misleading fundraising claims, or identity fraud, the Fundraiser will be liable for the chargeback amounts and any associated fees. The Platform reserves the right to recover these amounts and/or take legal action if necessary.
  - 4.6.3. Customer-Driven Chargebacks: The Platform acknowledges that some chargebacks may occur due to customers abusing their right to dispute a transaction. In these cases, the Platform will handle the chargeback process and attempt to resolve the issue with the payment gateway. However, the Platform is not liable for lost revenue resulting from such chargebacks.
  - 4.6.4. Chargeback Fees: Any fees imposed by the payment processor related to chargebacks will be deducted from the proceeds due to the Fundraiser. In cases where the proceeds are insufficient, and it is deemed that the fees derive from fraudulent or misleading information provided by the fundraiser, the Platform may invoice the Fundraiser directly for these amounts.
  - 4.6.5. Risk Management and Withholding Proceeds: In situations where there is a high risk of chargebacks (e.g., due to a history of disputes or other warning signs), the Platform reserves the right to withhold a portion of proceeds as a reserve against potential chargebacks for a period of up to 90 days, or as required by the payment processor's policies. After this period, any remaining withheld proceeds will be released, assuming no outstanding chargeback issues remain.
  - 4.6.6. Termination for Fraud: If a Fundraiser is found to have provided fraudulent information or engaged in activities that result in an excessive number of chargebacks, the Platform reserves the right to suspend or terminate the Fundraiser's account immediately, with any outstanding payments subject to investigation and possible forfeiture.



## 5. Competition Setup

- 5.1. Competition Setup: Fundraisers may use the Platform's dashboard to schedule Competitions, provide a title and description for their fundraising purpose, and select Competition Prizes from the Platform's online Competition Prize Catalogue.
  - 5.1.1. Prize Catalogue: The Platform manages a Competition Prize Catalogue, ensuring Prize availability and delivery. Fundraisers select Competition Prizes from the Competition Prize Catalogue.
  - 5.1.2. Competition Scheduling: Fundraisers schedule a competition by selecting a draw date using the booking calendar on the competition setup page. The draw date must be scheduled at least six weeks in advance and no later than 18 months from the date of booking. Once the date is set, the competition will go live 28 days before the draw date and will automatically close at 12:00 PM on the day of the draw. The live winner announcement will take place at 7:00 PM on the same day.
  - 5.1.3. Competition Title and Description: After selecting the draw date, Fundraisers are required to provide a title and description for their competition. The title and description will be used across the Platform, social media, and other promotional materials to promote the competition and highlight the fundraising goal. Both the title and description must adhere to the Platform's Community Standards.
- 5.2. Confirmation and Support: Upon scheduling the competition, Fundraisers will receive a confirmation email containing their booking information. The email will also include a Promotional Pack designed to support their fundraising efforts and help ensure the success of their competition.
- 5.3. Feasibility Review: The Platform will review the Fundraiser's prize selection and may conduct a Community Index Score analysis to assess the feasibility of the fundraising goal. This process ensures that the required ticket sales are aligned with the Fundraiser's community size and engagement.
- 5.4. Cancellation of Scheduled Draws: Fundraisers may cancel a scheduled competition draw up to 90 days prior to the draw date without penalty. If a Fundraiser cancels the draw within 90 days of the scheduled date, any booking deposit (if applicable) will be forfeited.
  - 5.4.1. Cancellation Process: Fundraisers wishing to cancel a draw must provide written notice to the Platform. The cancellation will be processed upon receipt of the notice.
  - 5.4.2. Refunds: If a cancellation is made more than 90 days before the scheduled draw date, the Fundraiser may be eligible for a refund of any paid fees, subject to the Platform's refund policies. If the cancellation is made within 90 days of the scheduled date, the booking deposit will not be refunded.

## 6. Conducting Competitions

- 6.1. As standard, competitions run for 28 days, with tickets priced at £2.00 each. Whilst this configuration is designed to optimize fundraising outcomes, Fundraisers may request adjustments to: Competition Sales Period, Minimum Ticket Quantity, Maximum Ticket Quantity, and Ticket Price. All adjustments are subject to platform approval.
- 6.2. Free Entry Route: Participants entering a draw via the Free Entry Route are required to submit a non-enclosed postcard to: Community Draws Limited, 85 Great Portland Street, First Floor, London, W1W 7LT for processing. The postcard must include and comply with the following information.
  - Competition Name
  - Competition Draw Date
  - Community Draws Username (As per registered account)
  - Registered Address
  - One entry per postcard
  - Subject to Maximum Entries (Per Participant)
  - Hand delivered postcards will not be processed.
  - Incomplete or illegible entries will be disqualified.

## Fundraiser Terms of Service

Territory: United Kingdom

Version: 1.0

Updated: 09/08/24



- 6.3. Free Entry Confirmation: Upon processing, a free postal entry is manually entered as Free of Charge order on the Platform, and the entrant will receive an email with their allocated ticket number(s).
- 6.4. Aggregation of Entries: The Platform combines both Free Entries and online ticket purchases into the competition's entry pool. All entries are treated equally and follow the same competition rules.
- 6.5. Reporting: At the end of the competition, the Platform will provide a report detailing the number of free postal entries received, this can be found in the Competition Statement.
- 6.6. Winner Draws: After the Competition Sales Period and the Competition End Date the Platform will conduct the Live Draw.
- 6.7. Winner Notification: Winners are notified using the contact information provided in their Registered Account.

## 7. Prize Fulfilment

- 7.1. Prize Information Accuracy: The Platform displays the Recommended Retail Price (RRP) and product details, including title, description, and images, for prizes listed in the Fundraiser Prize Catalogue. While the Platform makes every effort to ensure this information is accurate and up-to-date, errors or discrepancies may occasionally occur.
- 7.2. No Guarantee of Accuracy: The Platform does not guarantee the absolute accuracy of the information provided for prizes. Fundraisers acknowledge that discrepancies may exist between the displayed RRP, product details, and the actual prize specifications.
- 7.3. Corrections: The Platform reserves the right to correct any errors in prize information at any time, including after the competition has gone live, without liability. Fundraisers will be notified of significant changes as soon as possible.
- 7.4. Prize Delivery: The Platform ensures timely Prize delivery to the winner following the draw and successful verification. Typically, prize delivery will occur within 5 to 10 business days after the draw, depending on the nature of the prize and the location of the winner. In cases where additional verification or logistical arrangements are required, delivery timelines may extend, and the winner will be notified accordingly.
- 7.5. Fundraiser's Role: Fundraisers are exempt from Prize procurement, storage, or delivery responsibilities.
- 7.6. Prize Substitution: The Platform reserves the right to offer an alternative prize of equal or greater specification or value if the originally advertised prize becomes unavailable for any reason. In such cases, the Platform may also provide a cash alternative at its discretion.
- 7.7. Liability: The Platform assumes the risks associated with Prize delivery. Post-delivery, the Prize Recipient assumes ownership and any associated risks.
- 7.8. Warranty: All prizes come with the supplier's or manufacturer's standard warranty. For any warranty-related issues after delivery, winners should refer directly to the warranty provided by the supplier or manufacturer for support and coverage.
- 7.9. Disputes: Disputes related to Prizes will be resolved by the Platform in accordance with the Platform's Dispute Resolution Process.

## 8. Fundraiser Guarantee

- 8.1. The Platform offers a guarantee to Fundraisers to protect them against financial loss in the event their competition does not meet ticket sales expectations. This guarantee covers the costs of the draw and prize fulfilment but does not extend to ensuring net proceeds or profits for the Fundraiser. This guarantee provides the following assurances:
- 8.2. Prior to the commencement of a draw, the Platform may conduct a Community Index Scoring process to assess the Fundraiser's community size and engagement. This scoring is designed to mitigate the risk of insufficient ticket sales by informing the recommended prize selection and associated ticket sale targets.





- 8.3. If required and at the discretion of the Platform, to further uphold the guarantee, the Platform may implement additional marketing strategies, such as targeted advertising and the leveraging of the Platform's Community Echo feature, to boost ticket sales.
- 8.4. No Financial Loss: Fundraisers are guaranteed they will not incur any financial loss from their competition. If ticket sales do not meet expectations, the Platform will cover any shortfall to ensure all platform-related costs necessary to complete the draw are covered. This includes costs directly associated with running the competition on the Platform, such as payment processing fees, COPF (Cost of Prize Fulfilment), and other administrative expenses required to facilitate the competition. The guarantee does not cover any external or third-party costs unrelated to the Platform's services, such as Fundraiser marketing expenses or any other overheads not directly managed by the Platform.
- 8.5. Guaranteed Draw Completion: The Platform guarantees that each competition draw will be completed, with a winner selected and the prize awarded on the scheduled draw date. In cases where ticket sales do not meet expectations and conditions allow, the Platform may propose extending the draw at the Fundraiser's discretion. This does not affect the Fundraiser Guarantee.

## 9. Intellectual Property

- 9.1. License: Fundraisers permit the Platform non-exclusive use of their trademarks and logos for Competition marketing.
- 9.2. Ownership: All Platform-associated Intellectual Property rights remain the Company's property.

## 10. Data Protection

- 10.1. Prize Information Accuracy: The Platform displays the Recommended Retail Price (RRP) and product details, including title, description, and images, for prizes listed in the Fundraiser Prize Catalogue. While the Platform makes every effort to ensure this information is accurate and up-to-date, errors or discrepancies may occasionally occur.
- 10.2. Fundraisers commit to adhering to the Platform's Privacy Policy and relevant data protection legislation when handling personal data of Consumers.

## 11. Limitation of Liability

- 11.1. The Platform's liability to Fundraisers and Consumers is limited to the maximum extent allowed by law. The Platform shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to the use of the services.
- 11.2. Uncontrollable Technical Outages: The Platform strives to maintain uninterrupted access and availability. However, the Platform shall not be held liable for any technical outages, downtime, or service disruptions caused by circumstances beyond its reasonable control, including but not limited to:
  - Server outages or failures
  - Third-party service interruptions, such as hosting providers or payment processors.
  - Network disruptions, including internet service provider issues.
  - Cyberattacks, including distributed denial-of-service (DDoS) attacks.
  - Natural disasters, such as fires, floods, or extreme weather
  - Government or regulatory actions that affect service availability.
- 11.3. If any downtime occurs that affects the scheduling or execution of a competition, the Platform reserves the right to adjust competition timelines, including extending deadlines or rescheduling live draws, at its discretion. Fundraisers will be notified of any changes as soon as possible.

Fundraiser Terms of Service

Territory: United Kingdom

Version: 1.0

Updated: 09/08/24



## 12. Termination

- 12.1. By Fundraiser: A Fundraiser may cease using the Platform's services at any time by providing written notice. However, any pending obligations, including competition commitments or payments, must be fulfilled prior to termination.
- 12.2. By Platform: The Platform reserves the right to terminate or suspend a Fundraiser's access to the Platform for breaches of the Terms of Service, non-compliance with legal or regulatory requirements, or any other significant reasons. In such cases, termination or suspension will take effect immediately, with notice provided to the Fundraiser.

## 13. Dispute Resolution

- 13.1. In the event of any disputes arising from this Agreement, the parties shall first attempt to resolve the matter through mutual negotiation. If such negotiations fail, the dispute shall be submitted to binding arbitration in accordance with the rules of the Chartered Institute of Arbitrators in the United Kingdom.

## 14. Governing Law

- 14.1. These Terms of Service shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of law principles.

## 15. Entire Agreement

- 15.1. These Terms of Service constitute the entire understanding between the Platform and the Fundraiser, superseding any prior agreements, communications, or understandings related to the subject matter.