

Terms & Conditions

Territory: United Kingdom

Revision: C

Updated: 07/11/24



# Terms and Conditions

## Definitions

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

**Community:** A group of individuals, organizations, or entities connected by a shared location, interest, or cause, working together to support initiatives that benefit their collective well-being. On the platform, a community is typically the target beneficiary of a fundraiser's efforts, with funds raised aimed at supporting projects or causes that positively impact the group.

**Competition:** A fundraising event managed by a Fundraiser on the Platform, offering tickets for sale to Supporters for the opportunity to win Prizes whilst raising funds for the community.

**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 Open and Close dates and times, ticket prices, free entry route, and any other relevant terms.

**Competition Opens:** The date and time when the competition officially begins, and tickets become available on the Platform.

**Competition Closes:** The date and time when ticket allocation closes.

**Competition Period:** The period between **Competition Opens** and **Competition Closes**, during which tickets are available for allocation via **Paid Entry Route** or **Free Entry Route**.

**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.

**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 covers all necessary costs for completing the competition, including prize fulfilment and draw execution.

The guarantee also ensures that a winner will be selected, and the prize will be awarded as stipulated in **Clause 7**, regardless of the number of tickets sold. This upholds the platform's commitment to fairness and transparency, assuring participants that the promised prize or an appropriate alternative will be provided as outlined in **Clause 7**

As per **Clause 16**, the Platform shall not be liable for any technical failures, disruptions, or downtime that may affect the submission of entries or the draw process. In such cases, the Platform reserves the right to extend the competition period or reschedule the draw.

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

**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 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.

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**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 prize draws and/or 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 responsible for providing the prize(s) for a competition. The Prize Supplier may directly supply the prize to the winner or facilitate its delivery through the Platform, as specified in the competition details.

**Random Number Generator:** A system or algorithm that produces a sequence of numbers or symbols that cannot be predicted better than by random chance. On the platform, the RNG is used to ensure a fair and transparent selection of winners in prize draws and/or competitions by randomly generating a winning ticket number from the range of allocated ticket numbers.

**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 prize draws and/or competitions.

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

**Supporter:** A consumer participating in prize draws and/or competitions through the purchase of tickets.

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

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

**Ticket Number 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.

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## 1. Platform Operator

1.1. The platform operator is Community Draws Limited and whose registered office is 85 Great Portland Street, First Floor, London, England, W1W7LT, Company Number: 15528601. Our correspondence address is Community Draws, 85 Great Portland Street, First Floor, London, England, W1W7LT.

If you wish to contact us for any reason:

- Email: [hq@communitydraws.co.uk](mailto:hq@communitydraws.co.uk)
- Call: +44 (0) 330 133 9641

## 2. Competition

2.1. These terms and conditions apply to all prize draws and competitions listed on the Community Draws Platform hosted on [www.communitydraws.co.uk](http://www.communitydraws.co.uk). the “Website” or “Platform”

2.2. Multiple Prize Draws and Competitions may be operated at the same time by the Platform Operator and each Competition will have its own specific Prize/Prizes.

2.3. Each Competition will offer the option of a paid entry route or a free entry route.

2.4. Participants can enter a competition during the Competition Sales Period, defined by the Competition Open Date and Time and Competition End Date and Time specified on the Competition Page. All dates and times are Greenwich Mean Time (GMT)

2.5. 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, the Platform may propose extending the draw date at the Fundraiser's discretion. However, if an extension is not feasible or if ticket sales remain insufficient, the Fundraiser's Guarantee will be applied, ensuring that the competition is completed and the prize is awarded in accordance with the terms of the Fundraiser Guarantee, regardless of the number of tickets sold.

## 3. Eligibility

3.1. Prize Draws and Competitions are only open to persons aged 18 years or over.

3.2. Prize Draws and Competitions are only open to residents in England, Scotland, and Wales, except:

- a. Employees of the Platform.
- b. Employees of suppliers to the Platform.
- c. Individuals who have a commercial association with the Platform.
- d. Employees of the Fundraiser

3.3. By participating in a competition, you confirm that you are both eligible to participate, and to claim a prize (if you win). You may be required to provide proof that you are eligible. If you fail to provide proof within a reasonable time, you may be disqualified from the competition.

3.4. The Platform reserves the right to disqualify any participant whose actions conflict with the spirit or objective of the competition.

3.5. Entries, including free entries may be limited as specified as Maximum Entries on the Competition Page

3.6. Any entrant who exhibits rude or offensive behaviour towards staff or other participants, whether via social media, phone, or in person, may be disqualified from the competition and could also be prohibited from participating in future events.

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## 4. How To Enter

4.1. To enter a Competition, Participants must first register an account on the Community Draws Platform, hosted on [www.communitydraws.co.uk](http://www.communitydraws.co.uk), then participate by either:

4.1.1. **Paid Entry Route (Online):** Complete the online entry process by visiting the Competition Page, adding the required number of tickets to the cart, and proceeding to checkout.

Or

4.1.2. **Free Entry Route (Post):** Complete the 'Free Entry Route' process by submitting a non-enclosed postcard to: Community Draws Limited, 85 Great Portland Street, First Floor, London, W1W 7LT.

4.1.3. The postcard must comply with the following information:

4.1.3.1. Include the Competition Name.

4.1.3.2. Include the Competition End Date.

4.1.3.3. Include the Participant's Community Draws Username.

4.1.3.4. Include the Participant's registered address, as per registered account.

4.1.3.5. Incomplete or illegible entries will be disqualified.

4.1.3.6. Only one entry per postcard.

4.1.3.7. Subject to Maximum Entries.

4.1.3.8. Hand delivered postcards will not be processed.

4.1.4. Postal entries must be received during the **Competition Period** before the **Competition Closes** as stated on the **Competition Page**. Postal entries received after the **Competition Closes** will not be entered into the Competition.

4.1.5. **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.

## 5. Choosing a Winner

5.1. **Entry into the Draw:** All participants who have purchased a ticket or entered via the Free Entry Route will be allocated ticket numbers at random by the Platform's software.

5.2. **Draw Procedure:** The Competition's Ticket Number Range will be entered into a Random Number Generator (RNG). A winning ticket number will be selected at random. The draw will take place live via a live stream from 8pm on the specified Live Draw Date.

5.3. **Redraws:** If a ticket number is drawn which has not been allocated to a ticket (e.g., if the ticket number corresponds to a ticket that was not sold), an immediate redraw will be conducted during the live draw until a valid, allocated ticket number is selected.

5.4. **Live Streaming:** The entire draw process, including any necessary redraws, will be broadcast live via the Platform and other social media channels (e.g., Facebook, YouTube).

5.5. The platform will attempt to contact the winner personally using the contact details provided in their Community Draws profile. If the winner cannot be contacted, is not available, or has not claimed the prize within 10 business days of the Draw Date, the Platform reserves the right to offer the prize to the next eligible entrant. It is the responsibility of entrants to ensure contact information is accurate.

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## 6. Winners

- 6.1. All prize winners are required to show proof of identity. Failure to do so may result in disqualification.
- 6.2. The Platform is obligated to publish and/or make available information that indicates that a valid winner is awarded. To comply with this obligation the Platform will publish the first name and town of major prize winners on the Website. Entrants may object to all, or part of this information being published or being made available by contacting the Platform at: [hq@communitydraws.co.uk](mailto:hq@communitydraws.co.uk). In such cases, the Platform must still provide the information to Advertising Standards Authority upon request.

## 7. The Prize

- 7.1. Prizes are fulfilled by the Community Draws Platform and are described on the Competition Page.
- 7.2. No Guarantee of Accuracy: The Platform does not guarantee the absolute accuracy of the information provided for prizes. Participants 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 Open Date and Time, without liability. Participants will be notified of significant changes as soon as possible.
- 7.4. 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.
- 7.5. Some Prize Draws and/or Competitions may offer a cash alternative prize as standard. The winner may choose to accept a cash alternative instead of the prize. Prizes are not negotiable or transferable.
- 7.6. The Prize(s) may be provided by a third-party supplier, referred to as the "Prize Supplier." The details of the Prize Supplier will be made available to the winner.
- 7.7. 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.
- 7.8. 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.

## 8. Claiming a Prize

- 8.1. Prizes must be claimed by the winner. The Prize may not be claimed by a third party. Details of how the Prize will be delivered, or made available for collection, are published on the Competition Page.
- 8.2. Cash Prizes are transferred directly to the winners nominated bank account. Evidence must be provided, showing they are the sole or joint beneficiary of the bank account. Failure to do so within 14 days will result in disqualification from the competition and forfeiting of the prize. The Platform reserves the right to offer the prize to the next eligible Entrant.

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## 9. Transparency and Fund Allocation

- 9.1. **Platform's Role and Fundraiser Relationship:** Community Draws operates primarily as a **Software as a Service (SaaS) platform** that enables fundraisers (the organizations hosting prize draws) to raise funds. Community Draws facilitates ticket sales, provides management tools for competitions, and ensures regulatory compliance, but does not directly benefit from the net proceeds of a fundraiser-hosted competition. The platform provides a secure environment where fundraisers can independently manage their fundraising activities and engage with supporters.
- 9.2. **Community Draws-Hosted Prize Draws:** In addition to providing services to fundraisers, Community Draws may, at its discretion, conduct prize draws on its own behalf. In such cases, Community Draws will designate a beneficiary within the community to receive the net proceeds, ensuring that the funds contribute to a charitable or community-focused cause. These draws will be clearly distinguished from fundraiser-hosted competitions and will be conducted with the same commitment to regulatory compliance, transparency, and integrity as other draws hosted on the platform.
- 9.3. **Ticket Monies Flow and Allocation:** When a ticket is purchased, funds are allocated as follows:
- 9.3.1. **Competition Fees:** The cumulative sum of transaction fees, Cost of Prize Fulfilment (COPF), and the service fee associated with a competition.
- A. **Transaction Fees:** Fees charged by third-party payment gateways or merchant service providers for processing ticket sales transactions.
  - B. **COPF (Cost of Prize Fulfilment):** The total cost of procuring, handling, and delivering the prize(s) to the winner(s) of a competition.
  - C. **Service Fee:** A fee retained by Community Draws, calculated as a specified percentage of the ticket sales revenue, to support platform operations.
- 9.3.2. **Net Proceeds:** After deducting competition fees, the remaining funds (net proceeds) are disbursed to the fundraiser and/or the designated cause.
- 9.4. **Transparency Commitment:** Community Draws is committed to transparency in fund allocation. Supporters can trust that their contributions, after competition fees, directly benefit the fundraiser's or Community Draws' designated cause. For further details on fund allocation specific to a competition, please consult the competition page or contact our support team.

## 10. Limitation of liability

- 10.1. **Liability for Winners:** For prize recipients, the Platform's total liability shall not exceed the value of the awarded prize. The Platform disclaims all representations, warranties, and guarantees relating to the advertised goods or services' quality, suitability, or fitness for a particular purpose as prizes, to the fullest extent permissible under law. Liability for any kind of loss incurred due to the provision or arrangement of said prizes is excluded, except in cases of personal injury or death resulting from the Platform's negligence, fraud, or other liabilities that cannot legally be limited.
- 10.2. **Liability for Non-Winners:** For non-winners, the Platform's liability is limited to the total amount of entry fees they've paid during their first month of participation in Prize Draws and Competitions. This limitation does not affect any statutory rights participants may have under applicable laws.

## 11. Data Protection and Publicity

- 11.1. By entering the competition, you agree that any personal information provided by you may be held and used by the Platform or its agents and suppliers to administer the competition and fulfil its contract with you, or as otherwise set out in the Platform's [Privacy Policy](https://communitydraws.co.uk/privacy-policy): (<https://communitydraws.co.uk/privacy-policy>), a copy of which is available on the Website.

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- 11.2. You agree that if you are the winner of the competition, the Platform may use your first name and town of residence to announce the winner of this competition. You further agree to participate in publicity activities required by the Platform. If you do not wish to participate in any publicity, you must notify the Platform prior to the Closing Date. This will not affect your chances of winning. The Platform may still provide your details to the Advertising Standards Authority. This is a legal obligation.
- 11.3. Winners may be required to provide further personal information and proof of identity. You consent to the use of your information in this way. You are entitled to request further details about how your personal information is being used.
- 11.4. You are entitled to request that the Platform does not contact you and removes your details from its database. In doing so, you will be withdrawing from the competition as it will not be possible to contact you if you are the winner. You will not be entitled to any refund.

## 12. General

- 12.1. The Platform reserves the right to amend these terms and conditions. The latest version of these terms and conditions will be available on the Website.
- 12.2. These Terms and Conditions are governed by the laws of England and Wales (or Scotland or Northern Ireland, as applicable). Any disputes arising from or relating to these Terms and Conditions will be exclusively handled by the courts of England and Wales (or Scotland or Northern Ireland, as applicable).

## 13. Refunds

- 13.1. Refunds for paid entries will not be issued once a competition entry has been processed, except under specific circumstances where the competition is cancelled or postponed by the Platform.

## 14. Intellectual Property

- 14.1. Intellectual property rights, including but not limited to trademarks, logos, and content on the Platform, remain the property of the Promoter or its licensors. You may not reproduce or use any such content without prior written permission from the Promoter.

## 15. Dispute Resolution

- 15.1. In the event of a dispute arising between the Entrant and the Platform, the Fundraiser, or both, all parties agree to attempt to resolve the issue amicably through mediation or negotiation. If no resolution is achieved within 30 days, any party may initiate arbitration in accordance with the rules of the Chartered Institute of Arbitrators in the United Kingdom.

## 16. Technical Failures and Downtime

- 16.1. The Platform will make reasonable efforts to ensure its availability and smooth operation. However, the Platform shall not be held liable for any technical failures, disruptions, or downtime that may affect the submission of entries or the draw process. In such cases, the Platform reserves the right to extend the competition period, reschedule the draw, or apply the Fundraiser's Guarantee, ensuring that the competition is completed, and a winner is selected.

## 17. Governing Law

- 17.1. These terms and any disputes arising from them or related to the use of the Platform shall be governed by and construed in accordance with the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales (or Scotland or Northern Ireland, as applicable, depending on the residence of the parties involved).

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