

Friends of North West Air Ambulance Prize Draw

Terms and Conditions

The following are the Terms and Conditions of the Friends of the North West Air Ambulance Lottery Community Interest Company (FONWAA) for the Prize Draw. FONWAA are registered in England and Wales under Company No. 06646759 and its registered office is at North Mersey Business Centre, Woodward Road, Knowsley, Merseyside, L33 7UY.

FONWAA operates in-house society lotteries with the sole purpose of raising funds for North West Air Ambulance (Charity no. 1075641) (NWAA). The FONWAA Prize Draw is promoted by FONWAA in support of the NWAA Charity.

By entering the Prize Draw, entrants confirm that they accept these Terms and Conditions and that they agree to be bound by them. We recommend that each entrant should acquire and keep a copy of these Terms and Conditions for their future reference. Entrants can obtain a copy of these Terms and Conditions by sending a request with a stamped addressed envelope to the following address: North West Air Ambulance Charity, North Mersey Business Centre, Woodward Road, Knowsley, L33 7UY or by visiting our website at <http://www.nwairambulance.org.uk/play-our-lottery/season-raffle>

We may amend these Terms and Conditions and/or the prize fund from time to time. Every time you wish to enter the Prize Draw, please check these Terms and Conditions to ensure you understand the Terms and Conditions that apply at that time. Any changes will be published on <http://www.nwairambulance.org.uk> at least twenty-eight (28) days in advance of taking effect. These Terms and Conditions were last updated on 18th June 2021.

Gambling Commission Licences

- The FONWAA Prize Draw will be operated as a Society Lottery under the Gambling Act 2005.
- FONWAA is licensed by the Gambling Commission of Great Britain: www.gamblingcommission.gov.uk and holds the following licenses:
 - non-remote operating license: 005227-N-304575-014
 - remote operating license: 005227-R-332622-001
- The responsible person is Heather Arrowsmith.

Rules of play

- To enter the Prize Draw, you must be aged 16 or over and be resident in Great Britain. It is an offence for anyone under the age of 16 to play any FONWAA lottery.
- We limit the number of Prize Draw tickets to 50 per person for each draw. This is to ensure that participants gamble responsibly.
- Tickets must not be sold to, or by, anyone under 16 years of age.
- The directors and employees of NWAA are prohibited from entering.

- All tickets shall be priced at £1 and can be purchased with cash, cheque or debit card – we do not accept credit card payments.
- All entrants acknowledge that their payment of £1 per ticket to enter the Prize Draw does not guarantee that they will win any prize.
- All Prize Draw entry sales are final and no refunds shall be made at any time, save as otherwise set out in these Terms and Conditions.
- Any unsuccessful payments, including bounced cheques, will result in withdrawal from the Prize Draw.
- FONWAA reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached these Terms and Conditions.
- FONWAA reserves the right without notice or reason (acting reasonably at all times) to cancel or refuse entry to the raffle. This decision shall be final and binding. In such circumstances, relevant entries will be excluded from the applicable draw and any entry fees paid will be refunded. Other than FONWAA refunding any such entry fee amounts, FONWAA shall not (except to the extent that such liability cannot be excluded by law) be liable for any loss or damage (including the loss of the opportunity to enter the Prize Draw and/or chance of winning a prize) suffered by you in relation to such refusal or cancellation.
- All entrants are solely responsible for providing FONWAA with their accurate and up-to-date contact details. In the event that an entrant changes their contact details, they will be solely responsible for advising FONWAA of such changes. FONWAA will be in no way liable for any failure or inability to contact any entrant due to errors, omissions or inaccuracies in the contact details that the entrant has provided.
- All late entries received after the closing date will be voided and the monies received for these entries will be treated as a cash donation to FONWAA.

Information to lottery players: proceeds and prizes

- **How much is returned to the good causes and what good causes they're supporting?**
 - In financial year 2020-2021, Friends of North West Air Ambulance received £109,361 in ticket sales for its Prize Draw. £75,816 (69.33%) for our Prize Draw went straight back to the charity.
 - All profit from the lottery goes towards funding NWAA charity's lifesaving work, funding around 2500 of our flight missions annually.
- **How much is spent on prizes?**
 - £14,100 (12.89%) was spent on prizes for our Prize Draw
- **How much is spent on expenses?**
 - £19,445 (17.78%) on expenses for our Prize Draw
- **The process around the awarding of grants?**
 - We don't award any grants
- **The way in which winners are determined and prizes allocated?**
 - FONWAA uses Donorflex by Care Data Systems to administer all aspects of the Lift Off Lotto and Prize Draw. The system has been verified by the Centre for Advanced Software Technology (CAST) Limited, for fairness and compliance with the applicable sections of the Gambling Commission's Technical Standards
 - The prizes are awarded on a 100% chance basis. There are no rollovers of prizes. A random number generator selects supporters who are entered into each draw to distribute the prizes.
- **What are the potential prizes available?**
 - £5,000, £1,000, £500, £250, £75 (x4) for our Prize Draw
- **What is the likelihood of winning a prize in our Prize Draw?**

- If we sold 50,000 tickets in our next draw and have 8 prizes in total, this would mean you have a 1 in 6,250 chance of winning a cash prize.

The Draw & Prizes

- All payments received will be held in an account by FONWAA and credited to the charity after the draw has taken place.
- Customer funds are kept in accounts separate from business accounts but they would form part of the assets of the business in the event of insolvency.
- The draw will take place on the date stated on the ticket, the winning numbers will be selected at random by licensed random generator software, witnessed, verified and recorded in writing by the designated officer and two other employees on premises of North West Air Ambulance.
- All winners will be contacted by telephone following the draw – if we are unable to speak to winners we will send a letter.
- A full list of winners is also available in writing on request from the NWAA Head Office or visit our website <http://www.nwairambulance.org.uk>
- If a cash prize is awarded, this will be made by cheque in the name of the entrant only, and posted as soon as reasonably possible following completion of the draw to a maximum of 15 working days.
- Every possible effort will be made to contact the winners. In cases where the information provided is out of date, incorrect or insufficient and we have been unable to contact the player then these will be treated as unclaimed prizes after a period of six months.
- Any prize cheques not cashed after a period of six months will be deemed to be and be treated as if it were a donation to the NWAA.
- If the winner of a prize is deceased, and the charity is subsequently informed of the death, the prize will be paid to the deceased's estate.

Complaints Procedure

- Any complaints relating to the Prize Draw should be sent in writing to NWAA giving full details of the complaint and including any supporting documentation. Complaints can also be made via email or telephone.
- For full details of our complaints procedure please visit <http://www.nwairambulance.org.uk/play-our-lottery/season-raffle> under “**Complaints and Disputes procedure**” where our full instructions and contact details are provided.
- Any unresolved disputes following our complaints and disputes process can be referred free of charge to the Independent Betting Arbitration Service (**IBAS**).
- IBAS contact details are: www.ibas-uk.com Independent Betting Adjudication Service
PO Box 62639
London
EC3P 3AS
Tel: 020 7347 5883
Email: adjudication@ibas-uk.co.uk

Data protection

- FONWAA are committed to protecting your privacy. Data that is collected, stored and processed for the purposes of the prize draw is subject to the terms of NWAA's privacy policy. A copy of the Privacy Policy is available from NWAA direct or the NWAA website <http://www.nwairambulance.org.uk/privacy-policy>

Liability

- FONWAA, its agents or distributors shall not (except to the extent that such liability cannot be excluded by law) in any circumstances be responsible or liable for any loss or damage suffered by you in relation to your participation in the Prize Draw (including the loss of the opportunity to enter the Prize Draw and/or chance of winning a prize) if you have not complied with these Terms and Conditions.
- Nothing within these Terms and Conditions shall be construed as creating any form of contract between any entrant and FONWAA.
- FONWAA will **not** accept:
 - responsibility for any raffle entries, communications or prizes which are (i) illegible, including raffle entries from which the prize winner cannot be identified; or (ii) any lost, mislaid, stolen, damaged or delayed in transit, regardless of cause, including, for example as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - Proof of posting or transmission as proof of receipt of entry to the Prize Draw is not proof of receipt.
- FONWAA shall not be liable to entrants for any loss or damage suffered from or arising from any event beyond the reasonable control of FONWAA.

Social responsibility

- FONWAA and NWAA are committed to promoting socially responsible gambling.
- This Prize Draw is a form of gambling. Prize draws should be a fun way to help support the NWAA Charity, if however you feel you have a problem with any form of gambling we recommend you contact GamCare or GambleAware www.gamcare.org.uk or www.begambleaware.org
- You can self-exclude from the prize draw and all of FONWAA's lotteries for a minimum period of six months and up to a period of five years if it is needed. Any self-exclusion period may, on request, be extended for one or more further periods of at least six months.
- You can self-exclude from the raffle or ALL FONWAA lotteries for a minimum period of six months. Any self-exclusion period may, on request, be extended for one or more further periods of at least six months.
- Applications for self-exclusion can be made by filling in the self-exclusion form that is downloadable from <http://www.nwairambulance.org.uk/play-our-lottery/season-raffle> under "Self Exclusion" or by contacting NWAA in writing, by telephone or by email to lottery@nwairambulance.org.uk. You should read the guidance notes on the consequences of self-exclusion and agree to them before the period commences.

Governing Law and Jurisdiction

- The laws of England shall govern the interpretation and/or enforcement of these Terms and Conditions. FONWAA and all entrants hereby submit to the exclusive jurisdiction of the English courts.