

## Friends of North West Air Ambulance Lottery

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### 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 weekly Lift off Lotto draw. FONWAA is 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 Lift off Lotto draw is a weekly subscription society lottery promoted by FONWAA in support of the NWAA Charity.

By entering the weekly Lift off Lotto 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>

We may amend these Terms and Conditions from time to time. Every time you wish to enter the Lift off Lotto 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 [www.nwairambulance.org.uk](http://www.nwairambulance.org.uk) at least twenty-eight (28) days in advance of taking effect.

If you are not satisfied with any proposed amendments, you can cancel your lottery subscription instalment payment plan at any time in accordance with the Terms and Conditions. These Terms and Conditions were last updated on 6th May 2022.

#### **Gambling Commission Licences**

- The FONWAA weekly Lift off Lotto draw will be operated as series of society lotteries under the Gambling Act 2005.
- FONWAA is licensed by the Gambling Commission of Great Britain: [www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk) and holds the following licences:
  - non-remote operating licence: 005227- N-304575-014
  - remote operating licence: 005227-R-332622-001
- The responsible person is Paul Partridge.

## **Information to lottery players: proceeds and prizes**

- **How much is returned to the good causes and what good causes they're supporting?**
  - In 2021/22, FONWAA received £5,227,533 in ticket sales for its Lift Off Lotto of which £4,136,556 (79.13%) of this figure went straight back to the charity.
  - All profit from the lottery goes towards funding the NWAA charity's lifesaving work, funding around 2500 of NWAA's flight missions annually.
- **How much is spent on prizes?**
  - £97,200 (1.86%) was spent on prizes for our Lift Off Lotto.
- **How much is spent on expenses?**
  - £993,777 (19.01%) on expenses for our Lift Off Lotto.
- **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?**
  - £1,000, £200, £75, £50, £25 for our weekly Lift Off Lotto
  - £10,000 for our Lift Off Lotto quarterly superdraw
- **What is the likelihood of winning a prize in our Lift Off Lotto?**
  - Roughly 100,000 plays in each draw – each play has an equal chance of winning one of the 5 cash prizes so 5 in 100,000 or 1 in 20,000

## **Rules of Play**

- To enter any FONWAA lottery you must be aged 16 or over and be a resident of Great Britain. It is an offence for anyone under the age of 16 to play any FONWAA lottery.
- All directors, employees and seconded staff of NWAA are prohibited from entering.
- All plays are priced at £1 for the weekly draw.
- Following initial registration, players will receive a 'welcome letter' showing their lottery draw number(s) for each play in the lotteries and information regarding the price of each play, the promoter, prizes, and contact details of the responsible person. This should be retained for future reference.
- The maximum number of plays permitted for any individual is 20 per week.
- Only players who have paid a subscription for the relevant week will be entered into the draw.
- Players will never accrue any debt to any FONWAA Lottery.
- All lottery entry sales are final and no refunds shall be made at any time, save as otherwise set out in these Terms and Conditions.
- Entrants acknowledge that their payment of £1 entry into the lottery draw does not guarantee that they will win any prize.
- 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.
- By entering the Lift off Lotto draw, you consent to us conducting anti-money laundering, age verification and/or address checks from time to time.

- FONWAA reserves the right without notice or reason (acting reasonably at all times) to cancel or refuse entry to any lottery. Such decisions 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 Lottery and/or chance of winning a prize) suffered by you in relation to such refusal or cancellation.

### Payments

- Payment can be made by direct debit or advanced cheque payment. No cash or credit/debit card payments are accepted.
- Payments can be made in instalments of any of the following:
  - Monthly payments of £4.34;
  - Quarterly payments of £13
  - Half yearly payments of £26; or
  - An annual payment of £52.
- All funds must clear before entry into the draw is carried out.
- No refunds can be made for plays after they have been entered into a draw.
- We hold Customer Funds (as defined by the Gambling Commission) in a segregated account separate from general NWAA funds. This means that steps have been taken to isolate Customer Funds but that there is no absolute guarantee that all stake money balances will be repaid in the event of FONWAA's insolvency. The Gambling Commission have advised FONWAA that this meets their requirements for the status of the segregated account which is: 'not protected segregation'.
- Players should note the dates and frequency of payments to ensure that funds are available to cover the agreed Direct Debit request.

### The Draw & Prizes

- The draw will normally take place each week on a Friday. We reserve the right to change the day of the draw subject to Bank Holidays or unforeseen circumstances. Any changes will be posted on our website and will take place on the nearest possible working day.
- In each draw the winning player draw numbers will be selected at random by Gambling Commission licensed, tested and approved random number generator lottery software at the NWAA/FONWAA Head Office.
- The draw will be conducted by a designated officer of FONWAA and witnessed by a second person who shall record the winning players and numbers in writing.
- Winners will be announced on the day of the draw on the NWAA website <http://www.nwairambulance.org.uk/play-our-lottery> and on its social media pages.
- Only the winning numbers and general location of the player will appear on these pages, no names will be displayed. A full list of winners is also available in writing on request from the NWAA/FONWAA Head Office - <http://www.nwairambulance.org.uk/contact>
- Top prize winners may be asked to take part in promotional activity. Any participation entered into will be entirely at the discretion of the individual.
- Our weekly prizes consist of a first prize of £1,000 and four runner up prizes of £200, £75, £50 and £25 respectively (with the exception of superdraw weeks).
- From September 2021, on the fourth Friday in September, December, March and June each year, the top prize will be £10,000 instead of £1,000. All runner-up prizes will remain the same. All active Lift Off Lotto players, with £1 and over in their account immediately before the draw, will be entered into this draw at no extra cost to the player.
- There is no need to contact us to make a claim. If you are successful, then your prize will be automatically issued. A cheque will be made payable in the name of the entrant and

posted to the winner's registered address as soon as is reasonably possible following the completion of the draw up to maximum of 15 working days.

- Main prize winners will be contacted by telephone and in writing.
- Every possible effort will be made to contact the winners. In cases where the player contact 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 prizes not claimed, or prize cheques not cashed after a period of six months will be deemed and treated as if it were a donation to the NWAA.
- FONWAA reserve the right to withhold payment if they are not satisfied as to the validity or legality of a player. An investigation will be entered into in each case and a decision on payment will be made in accordance with the outcome of the investigation.
- Lottery subscriptions can be cancelled at any time by notifying FONWAA in writing, by phone or via email. Please visit the FAQ's section on for details. If credit remains after cancellation, entries into the draw will continue until the credit is below the value of £1. Any further remaining balance below the value of £1 which does not qualify for draw entry will be treated as a donation to NWAA. A player may claim a refund for this up to six months after cancellation.
- If a player is deceased any remaining credit will be entered into the draw until it expires and any winnings during this time will be made payable to the deceased's estate, unless the executors request otherwise.

#### **Data protection**

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

#### **Complaints Procedure**

- Any complaints pertaining to the Lift off Lotto draw should be sent in writing to the FONWAA outlining 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.nwairambulace.org.uk/play-our-lottery> 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 FONWAA nominated ADR entity, Independent Betting Arbitration Service (**IBAS**).
- IBAS contact details are: [www.ibas-uk.com](http://www.ibas-uk.com) Independent Betting Adjudication Service  
PO Box 62639  
London  
EC3P 3AS  
Tel: 020 7347 5883  
Email: [adjudication@ibas-uk.co.uk](mailto:adjudication@ibas-uk.co.uk)

#### **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 Lottery (including the loss of the opportunity to enter the Lottery 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, its agents or distributors will not be liable (except to the extent that such liability cannot be excluded by law) to any player for loss or damage arising from:
  - i. Any delays or failures in the postal service or delivery methods used by FONWAA.
  - ii. Any delays or failures in software used by FONWAA.
  - iii. Any delays or failures in the banking system used by FONWAA or the player.
  - iv. Any refusal by FONWAA to accept registration of a player or the cancellation of a player.
  - v. Any failure to enter a chance into the lottery draw.
  - vi. Any event beyond the reasonable control of FONWAA.

### **Responsible Gambling**

- FONWAA and NWAA are committed to promoting socially responsible gambling.
- This Lift off Lotto is a form of gambling. The Lift off Lotto 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 the GamCare helpline on 0800 8020 133 or visit [www.gamcare.org.uk](http://www.gamcare.org.uk) or [www.begambleaware.org](http://www.begambleaware.org).
- A copy of our Social Responsibility Policy can be found at <http://www.nwairambulance.org.uk/play-our-lottery> under FAQs 'Playing responsibly, self-exclusion and cancellation'.
- FONWAA/NWAA is a member of the Lotteries Council. As a member of the Lotteries Council, a donation is made on our behalf to organisations dedicated to the research, identification and treatment related to responsible gambling and the support of problem gamblers.
- An application for self-exclusion can be made by contacting NWAA/FONWAA Head Office (see <http://www.nwairambulance.org.uk/contact>) or via the downloadable self-exclusion form that can be found at <http://www.nwairambulance.org.uk/play-our-lottery> under FAQs 'Playing responsibly, self-exclusion and cancellation'.
- Full details regarding self-exclusion can also be found at <http://www.nwairambulance.org.uk/play-our-lottery> under FAQs 'Playing responsibly, self-exclusion and cancellation'.

### **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.