

Summer Raffle 2022 Terms and Conditions

Registration

The Edinburgh Dog and Cat Home Summer Raffle 2022 is licenced by the Edinburgh City Council Licencing Board and holds a Certificate of Registration of Small, Non-Commercial Society from the Promotion of Lotteries. This registration falls under the Gambling Act 2005 and Small Society Lotteries (Registration of Non-Commercial Societies) Regulations 2007.

Prizes

The prizes for the winners of the Summer Raffle are: First Prize - £1,000 cash Second Prize - £500 cash 5 x runner up prizes of – £50 cash

Promoter

Edinburgh Dog and Cat Home (hereinafter referred to as 'The Home' and 'The Promoter'), 26 Seafield Road East, Edinburgh EH15 1EH. Registered charity number SC006914.

Responsible Person

Nicola Gunn, Director of Development and External Affairs, Edinburgh Dog and Cat Home.

Sponsor

The prize fund totalling £1,750 has been donated by <u>RoslinCT</u>. (Hereinafter referred to as 'The Sponsors'). All money from ticket sales will go directly to The Home and will not make up part of the prize fund.

Terms and Conditions

1. By entering the raffle, you agree to be bound by these Terms and Conditions. Any raffle entry and participation instructions form part of these Terms and Conditions. Any entries not complying with these Terms and Conditions will not be valid.

2. This raffle is open only to individuals aged 18 years or over who live in Great Britain. Any person who has entered the raffle and who is found to be under 18

years of age will automatically forfeit any prize. The Promoter reserves the right to require proof of identity and age.

3. The raffle is not open to employees of the Promoter.

4. The cost of each entry into the Raffle is £1 per ticket.

5. The Promoter will send a maximum of 12 tickets to individuals in an initial mailing.

6. Additional tickets may be requested by emailing <u>fundraising@edch.org.uk</u> or calling the Fundraising Team on 0131 669 5331. The number of additional tickets sent out will be at the discretion of the Promoter.

7. Payment for participation in the raffle must be made in advance and can be made by cash, debit card, or cheque made payable to Edinburgh Dog and Cat Home. We can only accept payment by credit card in person at our site, 26 Seafield Road East, Edinburgh. All cheques must be cleared by the closing date which can take five working days. The Home does not recommend sending cash in the post and will not be liable for any cash which goes missing before it reaches the Home.

8. The prizes are as described on the raffle websites at <u>www.edch.org.uk/summerraffle</u> and <u>www.raffleplayer.com/edchsummerraffle</u>. Specific prizes may be subject to additional terms and conditions, which shall form part of these Terms and Conditions. Details of the prizes and of prize specific terms and conditions are also available by post on request to the Promoter.

9. The closing date is Wednesday 7 September 2022 at 11:59pm. All raffle entries sent by post must be received by Edinburgh Dog and Cat Home, 26 Seafield Road East, Edinburgh, EH15 1EH by this date. Tickets received after this date will not be entered into the draw and monies will be treated as a donation. Proof of postage does not constitute proof of receipt by the Promoter.

10. The raffle draw will take place on Wednesday 21 September 2022. We operate a combined online/offline draw ensuring that each entrant has an equal chance of winning each prize. The draw will be conducted by utilising a Random Number Generator that has been tested and approved by an independent, Gambling Commission approved, third party test house in combination with a blind draw in plain sight of staff. The results of the draw are final. Full information of the draw will be posted on the Home's website www.edch.org.uk/summerraffle and www.raffleplayer.com/edchsummerraffle.

11. The winning entries will be selected from all entries received by the closing date and prizes will be awarded in order of selection. Only tickets for which full payment has been received will be eligible to win a prize.

12. Prizes are subject to availability and the Promoter reserves the right to substitute

any prize with another prize of equal or greater value. Prizes are non-transferable, the person named on the raffle ticket stub will be the only person entitled to the prize.

13. Cash prizes will be transferred directly into the winners' bank accounts or paid by cheque (at the Promoter's discretion) within 28 days of the draw.

14. Winners will be notified using the contact details provided on the ticket stub within 10 days of the draw.

15. A list of the titles, surnames and home counties of winners will be available by emailing <u>fundraising@edch.org.uk</u>. This list is for information purposes only and, subject to paragraph 18, prizes shall be awarded only to winning entries as recorded during the draw.

16. Winners may be asked to take part in PR and promotional activity. By entering the raffle you agree to provide a photo of yourself and agree to the Promoter using this photo and your title, surname and home county in relation to you being a winner of the raffle. Your photo many be used on the Promoter's website at <u>www.edch.org.uk</u> and on promotional materials relating to the raffle, the promotion of future raffles, and related activities.

17. The Promoter will use your personal information for the purpose of administering the Raffle and as described in Edinburgh Dog and Cat Home's Privacy statement at www.edch.org.uk/privacy

18. The Promoter reserves the right to reject your entry and/or award any prize to an alternative winner if the Promoter has grounds to believe that you have breached any of these Terms and Conditions, acted fraudulently or illegally, or on other reasonable grounds. The Promoter shall have no liability to you for any loss or damage arising from the Promoter exercising such rights. The Promoter shall return any amounts already paid by any entrant found to be under 18, but is not liable to return any amounts already paid by any other entrant, and any such refund the Promoter makes will be solely at the Promoter's discretion.

19. The prize will be forfeited by the winner if:

19.1. a prize cannot be paid or delivered (as applicable) using the details provided to the Promoter on the ticket stub; or

19.2. any cheque payment from the Promoter remains uncashed; after 3 months of the date of the draw.

20. The Promoter reserves the right to modify, cancel, terminate, or suspend the raffle in whole or in part at the Promoter's sole discretion.

21. Subject to paragraph 22, the Promoter shall not be liable for:

- Raffle tickets, entries, communications, or prizes which are lost, stolen, delayed in the post, damaged or illegible, from which the prize winner or entrant cannot be identified; or in the case of postal entries, which have insufficient postage (proof of posting is not proof of receipt);
- any late bank payments;

- the Promoter's failure or inability to contact you and/or award any prize due to any errors, omissions or inaccuracies in the contact details or bank details you have provided, or your failure to update these if they change;
- loss or damage incurred by you in connection with your participation in the raffle or your use of any prize; or
- any failure or delay beyond the Promoter's reasonable control.

22. Nothing in these terms and conditions shall limit the Promoter's liability for death or personal injury caused by its negligence, fraud or for any other matter for which liability may not be limited by law.

23. The Promoter may amend these terms and conditions at any time, but will notify you of significant changes before these come into effect.

24. These terms and conditions are governed by Gambling Act 2005 and Small Society Lotteries (Registration of Non-Commercial Societies) Regulations 2007.

25. If you would like to make a complaint about the raffle, please write to Gillian Graham, Legacy and Individual Giving Manager, at 26 Seafield Road East, Edinburgh, EH15 1EH or email <u>gillian@edch.org.uk</u>

26. The Promoter is committed to operating the Raffle in a socially responsible way. If you or a family member feel that you are experiencing problems with gambling, you can seek advice and support from GambleAware via their website <u>www.gambleaware.co.uk</u>. If you would like to opt out of receiving promotions relating to the Home's raffles and lotteries, please write to <u>fundraising@edch.org.uk</u> or 26 Seafield Road East, Edinburgh, EH15 1EH.

27. If you have any queries about the raffle please contact a member of The Home's Fundraising Team at <u>fundraising@edch.org.uk</u>, 0131 669 5331 or by post at Edinburgh Dog and Cat Home, 26 Seafield Road East, Edinburgh, EH15 1EH.

28. Our license allows us to sell up to £20,000 worth of tickets. When we reach this limit, we will stop any further sales.

29. Any tickets received past the closing date will not be counted towards the raffle and will be treated as a donation.

30. The order of raffle winners will be selected (see paragraph 10) as follows:

- 1st, 2nd, 3rd, 4th and 5th picked will win the third prize of £50. (See paragraph 8)
- 6th picked will win the second prize of £500.
- 7th picked will win the first prize of £1,000.

31. Based upon the number of entries in our Summer Raffle 2021, the average the chance of winning a prize for a single ticket is approximately 1 in 1,417.

Overall, £12,123 was raised in both ticket sales and additional donations from the Summer Raffle 2021*, meaning a total of 49.7% went on expenses, and 54.3% came back to the Home to fund our work

*£9,920 was made in ticket sales alone from the Summer Raffle 2021, 60.8% went on expenses, and 39.2% came back to the Home to fund our work

32. The Home's policies for raffles can be found at

<u>www.raffleplayer.com/edchsummerraffle/policies</u>. This includes our policy on responsible gambling, underage gambling, protection of customer funds and our complaints procedure.

For more information about the Home, our raffles, and other ways to donate please visit <u>www.edch.org.uk</u>

If you would like more information about raffles and lotteries please go to <u>www.gamblingcommission.gov.uk</u>

If you or a family member feel that you are experiencing problems with gambling, you can seek advice and support from GambleAware on 0808 8020 133 or via their website <u>www.begambleware.org</u>