

# Prize Draw

## Terms and Conditions

The Prize Draw is promoted by Cancer Focus NI, a registered charity with The Charity Commission in Northern Ireland (Charity Number: NIC 101307).

- 1) Entry into the Prize Draw will constitute acceptance of these terms and conditions.
- 2) Maximum 10 entries per month per person. No purchase necessary. There is no obligation to make a donation to be eligible for entry.
- 3) Entry is open to residents in Great Britain and Northern Ireland over 16 years of age.
- 4) Participants must have supplied a full postal address to participate.
- 5) Participants shall not be entitled to receive any prize unless they can substantiate that they comply with clause 3 above.
- 6) Participants may receive 5 entries into the next monthly draw if by the closing date for the draw:
  - a) They have made a donation through the Cancer Focus NI Prize Draw scheme and have not indicated that they do not wish to be entered; or
  - b) Their postal entry has been received at the following address: Cancer Focus Northern Ireland, 40-44 Eglantine Avenue, Belfast BT9 6DX; or
  - c) They are given free entries by Cancer Focus NI under the terms of another promotion; and
  - d) The total number of entries received does not exceed 10.
- 7) If a participant stops their donation then the participant must use the postal route to receive entries into subsequent monthly draws.
- 8) Entries not submitted in accordance with the rules, illegible, incomplete or altered entries, will be disqualified.
- 9) Proof of posting will not be accepted as proof of delivery.
- 10) Prizes will be paid directly to the winners within 7 days of the draw taking place, by bank transfer where bank details are available, or by cheque and posted out to the winners if they are not. Entrants will be notified as to any change in the prize structure via the Website or by contacting participants directly using the contact details provided to us (such method to be determined by Cancer Focus NI in its absolute discretion).
- 11) The promotional material provided forms part of these rules.
- 12) Winners' names may be used in reasonable publicity for future Prize Draws without further reference, payment or other compensation. These will only be used in summary e.g. Mrs M from Belfast.

- 13) Winners will be selected at random on the last Friday of each month by our independent External Lottery Manager, whose staff will be prohibited from entering the Prize Draw.
- 14) The winning numbers will be drawn from all valid entries received by the closing date on the preceding Friday, using a computer operated random number generator which has been tested and approved to Gambling Commission standards.
- 15) The prize awarded will be £500, in cash.
- 16) There will not be any alternative prizes, no interest is payable and prizes are not transferable.
- 17) The winning numbers will be published on the Cancer Focus NI website and will be available via the main Cancer Focus NI telephone number (telephone 028 9066 3281, Monday-Friday 9:30 a.m. – 4:00p.m., on the next working day following each draw.
- 18) Prizes will be processed as a donation to Cancer Focus NI (although no Gift Aid will be claimed) if any prize is unclaimed after reasonable efforts have been made to contact the winner. A period of one month after notification to the supplied contact details will be allowed for the winner to claim the prize.
- 19) Cancer Focus NI reserves the right to decline to accept an entry, cancel an existing entry and /or award any prize to an alternative winner if Cancer Focus NI has grounds to believe that a participant has breached any of these terms and conditions, acted fraudulently or illegally, or on other reasonable grounds, and Cancer Focus NI shall have no liability to participants for any loss or damage suffered arising from its exercising such rights.
- 20) Cancer Focus NI may (without giving any reason or notice at its absolute discretion) modify, terminate or suspend the Prize Draw in whole or in part. Entrants shall be notified in writing of material changes to these terms before they come into effect, in accordance with clause 22.
- 21) Cancer Focus NI may amend these terms and conditions at any time. Any significant changes shall be notified via the Website or by contacting participants directly using the contact details provided to us on registration (such method to be determined by Cancer Focus NI in its absolute discretion).
- 22) Cancer Focus NI's decisions made pursuant to these terms and conditions shall, once made, be final and binding.
- 23) No liability is accepted for:
  - a) Any loss or damage, including the right to receive a prize, suffered by any participant if they have not complied with these terms and conditions or any relevant participation instructions;
  - b) The loss, theft or delayed receipt of any communication or entry, or which is damaged or illegible, from which the participant or winner cannot be identified or which has insufficient postage (proof of posting is not proof of receipt);
  - c) Any late bank payments;
  - d) Cancer Focus NI's failure or inability to contact a participant and/or award any prize due to any errors omissions or inaccuracies in the contact details provided, or a participant's failure to update these if they change;
  - e) Loss or damage incurred by any participant in connection with their participation in the Prize Draw or their use of any prize including but not

limited to direct, indirect and/or consequential loss or personal injury suffered or sustained in connection with the prize or any part of it;

- f) Any interruptions or errors on or to the Website; technical hardware or software errors or failures or lost, faulty or unavailable network connections; or;
  - g) Any failure or delay beyond Cancer Focus NI's reasonable control.
- 24) Cancer Focus NI is not liable in contract, tort (including but not limited to negligence) or otherwise in connection with the Prize Draw for loss of revenue, contract, profits, anticipated savings or loss of data, any special or indirect or consequential losses or any loss of goodwill or reputation. Nothing in these terms and conditions shall limit Cancer Focus NI'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.
- 25) All warranties, conditions or guarantees relating to the Prize Draw made by or on behalf of Cancer Focus NI, whether express or implied by law and in the course of dealings or otherwise, are excluded to the maximum extent permitted by law.
- 26) Subject to clause 26, Cancer Focus NI's liability to any participant shall be limited to the amount of any prize which have become due to that participant.
- 27) Cancer Focus NI will use participants' information for the purposes of administering the Prize Draw and it will be shared with Cancer Focus NI's agents to the extent necessary for the Prize Draw to be administered, prizes to be delivered to winners and for sending participants information regarding its work and other fundraising opportunities. For more information about how Cancer Focus NI uses personal data, please see <https://cancerfocusni.org/wp-content/uploads/2021/05/Privacy-Notice-updated-Feb-2021.pdf>.
- 28) These Terms and Conditions are governed by the laws applicable to Northern Ireland. The Department of Justice in Northern Ireland shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Prize Draw or these Terms and Conditions.