



## YORKSHIRE AIR AMBULANCE LOTTERY TERMS & CONDITIONS OF PLAY

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### INTRODUCTION

These Terms and Conditions apply to the Yorkshire Air Ambulance Lottery. By playing the Yorkshire Air Ambulance Lottery players accept these Terms and Conditions and are bound by them.

### DEFINITIONS

The following words and terms, used within the context of these Terms & Conditions shall have the following meanings, unless indicated otherwise.

**Account** – means a player’s account, maintained on the Donorflex system to enable the player to participate in the weekly Lottery.

**Chances** – means the number of ‘lines’ purchased to give you a chance of winning. Each chance costs £1 per week.

**Company** – means Yorkshire Air Ambulance Trading (YAAT), whose registered office is at Suite D255, Dean Clough, Halifax, HX3 5AX.

**Minor** – means an individual younger than sixteen (16) years of age.

**Player** – means an individual who is actively playing the Lottery.

**Privacy Policy** – means the policy established by the Company in respect of the use and storage of Player’s personal information, which complies with the Data Protection Act.

**Prize** – means the fund available each week to be paid out to winner(s).

**Prospective Player** – means an individual who wishes to proceed with Registration to become a player.

**Registration** – means the process of opening an account via Yorkshire Air Ambulance Trading.

**Transaction History** – means the financial information relating to the Player’s Account.

## **STATUS OF THESE TERMS & CONDTIONS**

These Terms & Conditions, the Privacy Policy and the statements and explanations include the full extent of the obligations of the liabilities of the Company.

To the extent of any conflict or inconsistency, the order of procedure for these Terms & Conditions, the applicable rules and any state and any statements and explanations shall be in the following order:

- ❖ The applicable Gaming Board rules
- ❖ These Terms & Conditions (excluding for this purpose, the Privacy Policy)
- ❖ The Privacy Policy

The Company may change these Terms & Conditions at any time. Such changes shall be binding on Players and will take effect immediately on posting of the revised Terms & Conditions or on notification to Players by e-mail or by post that such changes have taken place (whichever takes place sooner). Players hereby agree that they will accept and be bound by such changes on the next occasion the play following the changes taking place.

## **PLAYER REGISTRATION**

A prospective player must meet the following criteria for registration:

- ❖ The Prospective Player is a resident of the UK or the Isle of Man
- ❖ The Prospective Player is not a minor
- ❖ The bank details for Direct Debit or cheque must be linked to a UK or Isle of Man Bank (or Building Society) account in respect of which the Prospective Player is an authorised user

The Company reserves the right to refuse to complete Registration for a Prospective Player for any reason in its absolute discretion.

The Company reserves the right to refuse to pay a Player a Prize if the player and/or bank account no longer meet the criteria set out above.

## **HOW TO REGISTER**

Prospective Players will be required to supply certain information to the Company during Registration which will assist the Company in determining whether or not the Prospective Player and/or his bank account meets the criteria above and is eligible to play the Lottery. This information will include:

- ❖ Name
- ❖ Address
- ❖ Bank or Building Society details (unless paying by cheque)
- ❖ Contact Number

The Company reserves the right to require a Prospective Player to supply further documentation to verify a Prospective Player's age or identity or to request an authentication agency to verify a Prospective Player's identity.

Once a Prospective Player has supplied the information set out above and completed the form and signed to confirm the details submitted and that he/she agrees to abide by these Terms & Conditions.

Once the Company has established that the criteria for Registration has been satisfied the Company will establish a player's account and will acknowledge the successful completion of Registration via letter, detailing your chosen number and confirming receipt of payment for cheques and/or the processing of Direct Debit payments. ***You will not be entered into the draw until funds have cleared into the Yorkshire Air Ambulance Trading Bank Account.***

Players will be entered into the draw as soon as their money has been received into the Yorkshire Air Ambulance Trading Bank Account. If the Company subsequently discovers that a Player was not eligible to play the Company reserves the right to take all appropriate steps in relation to that Player and his account (including without limitation, suspending or terminating that Account and investigating any issues).

#### **MINIMUM PLAY**

Owing to the administration costs involved in establishing a player on the system there is a minimum play period of 10 weeks for cheques and 13 weeks for Direct Debit payments.

To terminate a Direct Debit payment after the initial 13 week period players are requested to inform YAAT, in writing, to terminate their subscriptions.

#### **CHANGES TO NUMBER INCLUDED IN YOUR ENTRY(S)**

Anyone wishing to change some or all of their numbers from the original numbers requested on the registration should write to YAAT stating the numbers they wish to replace with new chosen numbers. Under no circumstances will changes be made to numbers without receiving notification in writing from the player.

Owing to the IT system set up you will not be able to change your numbers during a period of play that has already been paid for.

#### **PRIZE FUND**

Each week 25% of the total week's lottery income will be payable in prizes. Prize winners are those who match their 3 winning numbers to the 6 in Saturday's main National Lottery draw (bonus ball not included). The prize fund will be evenly distributed between the number of eligible winners. In the event that there are no winners in one week the prize fund will be rolled over until the following week.

In particular, but without limitation, ***no chance may be purchased by or prize paid to:***

- ❖ Any Minor, whether acting on his own behalf or on behalf of another person
- ❖ Directors of the Company
- ❖ Any person not permitted to play the Lottery by not meeting the criteria set out in the Terms & Conditions

If a prize is paid to a person who falls within the above categories such a prize will be repayable by that person to the Company upon demand.

The Company may, in its sole discretion, limit the chances playable by, or refuse to sell chances to any person or persons. The Company shall not be required to give any reasons for such refusal or limitation on chances.

### **RESPONSIBILITY FOR PRIZES**

Each Monday, following the Saturday National Lottery Draw, YAAT will identify the winners and the prize fund available. It will endeavour to contact all winners by telephone and a cheque will be issued within 14 days of notification.

YAAT will establish that funds have been cleared from the winner's account. If money has not been received from a winner's account then they will not be eligible for prizes, regardless of the circumstances.

### **VALIDATION REQUIREMENTS**

Before a prize can be paid it shall be validated according to the Validation Requirements:

The Company shall declare a chance invalid, and accordingly shall not pay any prize if:

- ❖ Funds have not been cleared into the YAAT bank account before the draw takes place
- ❖ The Claim is counterfeit, has been forged in whole or in part
- ❖ The chances of a claimed play does not appear on the Company's official records of Valid Winners
- ❖ The details associated with the chance do not match the Company's official records of the chance

The Company may at its discretion declare a Claim invalid and accordingly shall not be obliged to pay any prize if:

- ❖ The Company reasonably believes that the person claiming the prize is not the holder of the relevant account or that the information provided by the person claiming the prize is incomplete or has been altered or tampered with
- ❖ The claimed play has not been issued, sold or processed by the Company or its agents

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A claimant shall be entitled only to the prizes for which they are eligible and not any other prize(s) which may be unclaimed within a particular week.

The Company reserves the right to withhold payment of any prize until it is entirely satisfied as to the validity of any claim and the good faith of the Claimant and reserves the right to call for proof of identity and capacity to claim.

### **PAYMENT TO PRIZE WINNERS**

The Company will make payment of prizes by cheque or other approved instrument. Such a payment will be posted to the player's address, as detailed on their registration form.

The Company shall not be responsible or liable to any person claiming a prize which has been paid to a person who assumed the identity of the holder or the relevant account and who obtained sufficient information to impersonate the rightful holder of that Account.

In the event that the Company, in its absolute discretion, believes that the winner is not lawfully entitled to payment of a prize or that a prize has been paid to a player where the Company decides, in its absolute discretion, that the chance is invalid it shall be entitled to withhold payment of the Prize or recover a prize already paid to a player (where applicable) pending the outcome of all appropriate checks and investigations.

### **WARRANTIES AND INDEMITIES**

Each player warrants that they will only play the Lottery in accordance with these Terms & Conditions and in an appropriate and lawful manner.

Each player and prospective player agrees to indemnify the Company against any costs, losses, damages and expenses which the Company may suffer or incur arising out of or in relation to any claim, legal proceeding or demand made by any third party due to or arising out of use of a player's account, playing of the lottery by that player or prospective player of these Terms & Conditions.

### **GENERAL**

Any person who purchases a chance or who claims a prize in whatever capacity agrees to be bound by the provisions of the Gaming Board rules and regulations made hereunder and the provision of these Terms & Conditions.

The invalidity or unenforceability of any term of, or any right arising pursuant to, these Terms & Conditions shall not affect the validity or enforceability of the remaining terms or rights.

Players may not assign (in whole or part) their obligations under these Terms & Conditions.

The Gaming Board is an intended beneficiary of these Terms & Conditions and may enforce any terms of these Terms & Conditions under the terms of the Contracts (Rights of Third Parties) Act 1999.

Except in the case of any assignment of these Terms & Conditions by the Company or as set out above a person who is not a party to these Terms & Conditions has not rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provision of these Terms & Conditions.

## **LIABILITY**

Nothing in these Terms & Conditions shall exclude or limit any person's liability for:

- ❖ Fraud
- ❖ Death or personal injury caused by its negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977)
- ❖ Any breach of the terms implied by section 12 Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982
- ❖ Any other liability which it is not lawfully permitted to exclude or limit

Players acknowledge and agree that in entering into these Terms & Conditions they do not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether or not such person is a party to these Terms & Conditions).

Where instructed by the Gaming Board the Company shall or in its discretion acting reasonably the Company may declare a Chance defective. In such circumstance all relevant chances of that Draw and all relevant prizes won shall be void and the Company shall, without prejudice to its rights:

- a) Give the affected Player an opportunity to play another chance of equivalent price or
- b) Refund to the affected player the sums paid by the player in purchasing a defective chance

The Company may decide which of (a) or (b) shall apply

Players do not have the right to cancel a Chance once their monies have been cleared from their account and their chances entered into the appropriate number of draws.

In the event of the Donorflex system malfunctioning or failing, which impacts on the player's chances being entered into the draw, which has a material adverse effect on any player the Company shall either:

- a) Refund to the affected Player the sums paid by that player in purchasing chances and recover any prizes paid to the player in respect of those chances
- Or
- b) Refund to the affected player the sums paid by that player in purchasing chances, net of any prizes paid to the player

The Company shall decide which of (a) or (b) above shall apply.

Following any decision made by the Company as to whether or not a chance is a valid winning chance or in respect of any other matter or dispute arising from the payment or awarding of non-payment or non-awarding of prizes the Company may, at its discretion, reimburse the cost of the chance to another week. This shall be the player's sole and exclusive remedy and such reimbursement or replacement shall fully discharge the Company from any liability in respect of such a dispute. The Company may withhold payment of a prize and/or make an equivalent payment into court until any dispute has been resolved.

Without prejudice, the Company shall not in any circumstances be liable for any loss of whatever nature, including, without limitation, loss or profits, indirect, special or consequential loss suffered or incurred by any player, any claimant or any other person arising from the withdrawal of any Draw or from the participation or non-participation of any person in any Draw. In particular, but without prejudice to the generality of the foregoing, the Company shall not be liable to any person:

- ❖ For any event beyond the Company's reasonable control, including but without limitation, any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest, power cut and/or failure or obstruction of any network or telecommunications service
- ❖ For the failure of, damage or destruction to, or any errors caused by the Company's computer systems or records, or any part thereof
- ❖ For delays, losses, errors or emissions in or made by the postal or other delivery services or by the banking system
- ❖ For any other action or event which prevents or hinders the issue of a valid Chance
- ❖ For the refusal to sell a Chance or to allow any person to be entered into the Draw

#### **DECISIONS OF THE COMPANY ARE BINDING**

The exercise by the Company of any discretion contained in these Terms & Conditions shall be final and binding.

#### **LAW**

These Terms & Conditions and the rights and obligations of the Company, Prospective Players and Players are set out herein shall be governed by and construed in all respects in accordance with the law of England and the third parties hereby submit to the exclusive jurisdiction of the English Courts.

#### **TELEPHONE ENQUIRIES**

Telephone: 01422 237900

Complaints or comments should be directed in writing to the charity address.

## **POSTAL ENQUIRIES**

Yorkshire Air Ambulance Trading Ltd  
Cayley House  
10 South Lane  
Elland  
HX5 0HQ

## **E-MAIL ENQUIRIES**

[info@yaa.org.uk](mailto:info@yaa.org.uk)



## **YORKSHIRE AIR AMBULANCE LOTTERY SERVICE GUIDE**

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### **HOW DO I PARTICIPATE?**

In order to participate you have to provide us with certain information to enable us to set you up on our system. This information is submitted by you on a Lottery Play form.

Under our license to operate the Yorkshire Air Ambulance Lottery we are obliged to make every effort to ensure that no-one less than 16 years of age can purchase Chances or claim prizes. The information you provide is for authentication of your identity to play the lottery and will not be used for credit-checking purposes. We will not divulge your details to any third party for marketing purposes, although we may write to you occasionally to update you on the Charity and any other offers which may be of interest to you.

The minimum personal information that needs to be provided to successfully allow you to participate in the Lottery is:

- ❖ Your full name
- ❖ Your residential address in the UK or Isle of Man
- ❖ Your Bank details (or cleared cheque)
- ❖ Your Telephone number

### **OUR PRIVACY POLICY**

Our Privacy Policy describes the way in which information about you is collected and used.

YAAT is committed to protecting your privacy and has a strict Privacy Policy, together with a Security Management Policy and registration with Data Protection. YAAT will take steps to ensure that your personal information is stored securely. It will only be used for the purposes set out in the Privacy Policy, unless you agree otherwise.

### **HOW DO I KNOW IF I'VE WON?**

Each Monday following the main Saturday National Lottery Draw the numbers will be entered into our system and the winners identified. We will endeavour to contact you, by letter or phone, as soon as possible once we have undertaken the necessary checks to ensure the winners' funds have cleared into YAAT's bank account.

### **HOW AND WHERE WILL I GET MY WINNINGS?**

A cheque will be posted to you within 14 days, at the address specified on your registration form. To allow for publicity for the Charity you may be asked for your consent to publicise your win.

### **ARE MY WINNINGS TAX FREE?**

Normally winnings are not subject to tax.

### **WHERE DOES THE MONEY RAISED GO?**

25% of Lottery income goes immediately into the prize fund. A minimum 73% of sales goes directly to the Yorkshire Air Ambulance Charity. Administration costs of each new line are 2%.

If you need clarification on any points please contact the Lottery Department on 01422 280122 or e-mail [info@yaa.org.uk](mailto:info@yaa.org.uk)