

## Terms and Conditions

### **1. The Promoter**

1. Raffelo Prizes LTD (the “Promoter(s)”, “our(s)”, “We”) is registered at 10 Manor Avenue, Kidderminster, England, DY11 6EA (the “Promoters Address”). We operate various competitions that result in the allocation of a prize (“Prize” or “Prizes”) in accordance with these terms and conditions that can be found on our website raffeoprizes.com (the “Website”). The company number is 16222505. If you wish to contact us, you can via email to info@raffelo prizes.com (the “Email address”). This information will be available on the Website.

### **2. The competition**

1. These terms and conditions apply to all competitions listed on the Promoter’s website.

2. All draws operated by the Promoter on its Website to win Prizes are referred to respectively as the “Competition” or “Competitions” within these Terms and Conditions. Anyone who enters a Competition will be referred to as an “Entrant(S)” within these Terms and Conditions.

3. Competitions may be offered in various formats. Competitions include one-off Prize Competitions, as well as any instant win Prizes (“Instant Win Prize(s)”) that may be part of a one-off Prize Competition or marketed as an individual Instant Win Prize Competition. An entry fee is required for each paid entry, except where free entry routes are provided as described in clause 3.7.

4. In order to have a chance of winning, all Entrants are required to correctly answer a question or solve a puzzle that is set by the Promoter (“Competition Question”).

5. Each competition will run from an opening to closing date (the “Opening Date” and “Closing Date”). The Opening Date and Closing Date are stated on the Website for each Competition. Once the Closing Date is reached, the Promoter will never add on time in order to sell more tickets.

6. The Promoter will select a minimum number of entries for each Competition that must be met in order for the Prize to be given (the “Reserve”). The Reserve will be listed in the Competition description.

7. The Promoter reserves the right to modify the Opening Date and/or Closing Date if necessary. This would be done prior to the Opening Date or Closing Date, to adhere to clause 2.5 and will be displayed on the Website.

8. The Promoter may operate Multiple Competitions at the same time. Each Competition will have its own specific Prize.

9. Free entry routes will be provided as well as paid entry routes to each Competition. The availability of a free entry route to enter each Competition means that the Competition does not fall within the definition of a lottery under the Gambling Act 2005 and can be operated legally in Great Britain without any need for a licence.

### **3. How to enter**

Entrants MUST have a delivery address within the United Kingdom, as oppose to just being residents of the UK.

1. Each competition's Opening Date and Closing Date are specified on the Website. Entries submitted outside these dates will be disqualified. All times and dates referred to are the times and dates in London, England.

3. All entries must be **received** by the Promoter by the stated Closing Date. Entries received after the stated time on the Closing Date will not be accepted, and entry fees for such submissions will not be refunded.

4. The maximum number of entries to the competition will be indicated on the Website. Entrants may be limited in the number of entries they can make if the maximum number of entries is reached.

5. Entrants are allowed to enter a Competition as many times as they wish providing the total entries does not exceed the maximum number of entries. If there is a limit to the number of entries per Entrant, this will be stated on the Website in the Competition description. Entrants who submit free entries must submit each entry separately. Entries sent in bulk will only be entered as a single entry.

6. To enter the competition using the online paid entry route:

1. go to the Website, if you wish to create an account do so now.

2. select which competition/competitions you wish to enter, then

3. answer the multiple-choice question or complete the puzzle, then

4. select the number of entries you wish to purchase, then

5. complete your purchase and checkout using the cart on the website.

7. All entries must be submitted in the English language. Entries in languages other than English will automatically be disqualified and no refund will be given.

8. The information provided will be used to notify the Entrant of the Competition Results, for this reason the Entrant must ensure the information provided is correct.

9. The Promoter will send one invoice via email. This will include your order number, purchase date, quantity of tickets purchased, and total amount paid. Subsequent emails will be sent providing the unique ticket ID's for each Competition you have entered. You must not unsubscribe from the unique ticket ID email; this could result in disqualification from the competition.

10. The Promoter holds no responsibility for entries into a Competition that are:

1. Not completed successfully

2. That are not eligible as per clause 5

3. Free entries that arrive later than the Entrant expected

4. Delayed entries due to technical malfunction including loss of internet, equipment failure, hardware or software issues

11. By purchasing tickets for a Competition, you are entering into a contract with the Promoter and agree to be bound by these terms and conditions.
7. Free entry routes are available by following the conditions laid out below
  1. Your entry must be posted by first or second class to the Promoters address.
  2. Hand delivered entries will not be accepted and thus will not be entered into the random draw.
  3. Your entry must include the following information:
    1. your full name;
    2. your address;
    3. a contact telephone number and email address; and
    4. your answer to the Competition Question (if there is one).
  4. Entries must be submitted in the English language. Any entries that are incomplete or illegible will be disqualified.
  5. You may make any number of free entries for any competition providing it does not exceed the total amount of entries for that competition, or any limit set out in the Competition Description for maximum entries per Entrant.
  6. If multiple entries are submitted, they must be posted separately. If a bulk entry is sent in one envelope, it will only count towards one entry. If a bulk entry contains entries to multiple Competitions, only 1 entry to the first Competition listed will be counted.
  7. By entering into a Competition, you confirm that you are eligible to enter and accept these terms and conditions.
  8. The entry must be received by the Promoter prior to the Closing Date. Entries received after the Closing Date will not be entered into the random draw. No refunds will be given if your entry is received late. The Promoter takes no responsibility for delays caused by couriers. Proof of postage does not guarantee you entry into a Competition. No post is received on Sundays.
  9. The Promoter will not provide receipt of free entries, nor will they confirm if the answer to the Competition Question is correct.
  10. If a Competition has reached the entry cap by the time the entry is received, the entry will not be entered. No refund will be given.
8. If any assistance is required with entries, please contact us at [raffeloprizers@gmail.co.uk](mailto:raffeloprizers@gmail.co.uk)

#### **4. Choosing a winner**

1. The Promoter guarantees a 100% random draw to determine the winner of each Prize Competition. Entrants who have answered the Competition Question correctly will be

entered into the random draw. The random draw will be supervised by an independent person who is not a part of Raffelo Prizes. The draw will take place as soon as is reasonably possible, and will always be within 7 days of the Closing Date unless otherwise specified ("Draw Date"). If the Draw Date will be more than 7 days after the Closing Date this will be published on the website.

2. Orders for each Competition will be exported to a CSV file containing personal information and order information for each Entrant. Any Entrants who entered the Competition after the Closing Date will be removed from the list. A list of all unique Id's will be extracted and a random one selected as the Winner.

If a Competition has more than one Prize, the order of Prize selection will be displayed in the Competition Description. The first Prize will be awarded to the first number in the random draw, the second Prize to the second number in the random draw etc.

3. All draws will be filmed to provide proof that no fraud took place ("Draw Video(s)"). Draw Videos may be published online which will include Entrant's personal information. If you wish to have your personal information withdrawn from the video you must contact the Promoter via email at [raffeloprizesh@gmail.co.uk](mailto:raffeloprizesh@gmail.co.uk) as soon as reasonably possible after you have completed your entry and in any event, at least 48 hours before the live draw takes place.

4. The Promoter may request that the Winner provides proof of the winning unique ID. If the Winner is unable to, they risk disqualification and forfeiting the Prize.

## **5. Eligibility**

1. Competitions are open to all persons aged 18 or over within the United Kingdom unless any of the following is true:

1. Employees of the Promoter;
2. Employees of agents or suppliers of the Promoter, who are professionally connected with the competition or its administration; or
3. Members of the immediate families or households of (a) and (b) above.

2. By entering into a Competition, you (the Entrant) must:

1. Be eligible to enter and to claim the Prize.
2. Have read, understood and accepted these Terms and Conditions; and
3. be bound by them and any other requirements that the Promoter sets out on the Website or any promotional material.

The Promoter may require proof of eligibility to enter the Competition and/or claim the Prize. Failure to comply may result in disqualification from the Competition.

3. Competition entries must comply with the Terms and Conditions; any entries that do not comply may be discarded. This includes but is not limited to:

1. Incomplete entries that do not meet the requirements set out in clause 3.
2. Entries generated automatically by computer.

4. The Promoter reserves the right to disqualify any Entrants if they show misconduct that is contrary to the spirit or intention of the Prize Competition. This includes rude or abusive language/mannerisms towards the Promoter or anyone who is associated with them.

5. Under no circumstances will refunds of the entry fee be given if any of the following are true:

1. If, succeeding entry to a competition you realise you are not eligible for entry or to claim the Prize.
2. if you are disqualified from the competition by the Promoter for any reason.

6. If the Entrant engages in any of the following:

1. any form of fraud (actual or apparent);
2. fraudulent misrepresentation;
3. fraudulent concealment;
4. hacking or interference with the proper functioning of the Website; or
5. amending, or unauthorised use of, any of the code that constitutes the website.

All of their entries will be declared void, no refunds will be given and they may be prevented from participating in any future competitions.

## **6. The Prize**

1. The Prize will be selected by the Promoter and will be described in each Competition description. The details of the Prize on the Website will be to the best of the Promoters knowledge and information correct at the time of the Opening Date.

2. Prizes are subject to availability. Some prizes may not be purchased by the Promoter and will be purchased directly from a supplier after the Winner is selected. This will be made clear in the Competition description and the supplier will be listed. This may be to allow customisation for the Winner. Customisation may not be available on all Competitions; this will be specified in the Competition Description.

3. Due to the nature of clause 6.2, there is a possibility that at the time of the Closing Date the Prize is no longer available. The Promoter takes no responsibility for this. In the event that the Competition Prize is unavailable, the Promoter reserves the right to substitute any prize for another Prize that has an equal or greater value. If the Promoter becomes aware that a Prize is unavailable prior to the Opening Date the Competition will not go ahead. If the Promoter becomes aware that a Prize is unavailable after the Opening Date but before the Closing Date, the Promoter will update the Website as soon as is reasonably possible.

4. The Promoter is responsible for the Prize until delivery is confirmed by either the courier or the Winner. At this moment the Promoter holds no responsibility for the insurance of the Prize or its condition. The Promoter gives no warranties that the information provide on the Website is accurate, complete or up to date. Delivery is free for all Prizes unless stated otherwise.

5. Unless stated on the Competition description, the Entrant cannot expect a cash Prize alternative. The Promoter may in some circumstances be able to change things about a Prize, such as an alternative brand. This is not guaranteed and must not be expected, it is down to the Promoters digression. Any alternatives will be as close as is reasonable possible to the value of the original Prize.

6. If the Reserve is not met, a cash Prize will be given amounting to 50% of the total revenue generated for that competition by paid entries. Any free entries are not included.

## **7. Winners**

1. The decision of the Promoter is final and no correspondence or discussion will be entered into.

2. The Promoter will make contact with the winner as soon as is reasonably possible after the Draw Date. Contact information provided by the winner at the time of entry will be used, unless the winner has since notified the Promoter of a change of contact information. The winner has 14 days to claim the Prize after the Draw Date, after which they will forfeit the Prize and the Prize will be given to the next eligible Entrant.

3. In order to comply with regulation, the Promoter must publish or make available information that proves an award took place. This will be done by publishing the surname and county of Prize Winners on the Website, or send the surname and county of Prize Winners to anyone who writes to the address set out in clause 1 (enclosing a self-addressed envelope) within one month after the Closing Date of the competition.

4. If you object to the personal information stated above being published, please contact the Promoter at [raffeloprizes@gmail.co.uk](mailto:raffeloprizes@gmail.co.uk) prior to the Closing Date. In such circumstances, the Promoter must still provide the information to the Advertising Standards Authority on request.

## **8. Claiming the prize**

1. The Prize Winner agrees that all Prizes are subject to and contingent upon the terms and conditions set by the Promoter, Prize provider, manufacturer, supplier, or any party involved in the provision or delivery of the Prize. These terms and conditions will be communicated to the Prize Winner before the Prize is handed over.

2. The Prize must be claimed by the winner themselves and under no circumstances may it be claimed by a third party regardless of the relationship of the third party to the winner.

3. Details of delivery method (where applicable) will be posted on the website.

4. To claim the Prize, the winner must show proof of identity showing their age (18+). The name on the identity must match the name used during the purchase of the ticket. Failure to comply may result in the winner being disqualified from the Competition and losing any right to the Prize.

5. All Prize Winners must provide photographs and/or participate in photo and video sessions, allowing their personal details (including information about any Prize won) to be used in the Promoter's marketing materials and public relations efforts related to the

Competition. Failure to comply with this requirement may lead to disqualification and the Promoter re-allocating the Prize.

6. If the personal details provided have changed and are no longer correct, it is up to the winner to notify the Promoter as soon as is reasonably possible. As per clause 7.2, failure to do so within the 14-day period following the Closing Date will result in the Prize being given to the next eligible Entrant.

7. Payment for any tickets purchased for the Competition must be received by the Draw Date. If payment has not been received from the Winner, the Prize will be awarded to the next eligible person selected in the random draw.

8. No responsibility is held by the Promoter, nor is the Promoter liable for any compensation if the winner is unable to or does not accept the Prize following these terms.

9. Once the above terms are met, the Promoter will contact the Prize Winner to arrange delivery/collection of the Prize.

## **9. Limitation of liability**

1. The Promoter provides no warranties or assurances with regards to the condition of the Prizes and how they should/can be used. It is the responsibility of the Winner to ensure that any Prizes won are used correctly and safely so as to not harm anyone or damage any property. Any damage, loss, personal injury or death will not be compensated by the Promoter unless it is due to negligence of the Promoter.

2. Aggregate liability of the Promoter to each Prize winner is limited to the sum of the value of all Prizes won by that Prize winner.

3. Aggregate liability of the Promoter to each Entrant (providing you are not a Prize winner) is limited to the sum of the value of all entries paid for within the last 12 months. Your statutory rights are not affected.

## **10. Data protection and publicity**

1. By entering the Competition, you give the Promoter permission to hold personal information provided in the Competition entry. The promoter or its agents and suppliers may use this information to administer the competition or as otherwise set out in the Promoters Privacy Policy.

2. If you are a winner of a Competition, you agree to participate in any reasonable publicity required by the Promoter. You also agree that the Promoter can use your name, image and town/county of residence to announce the winner of the Competition on social media.

3. You may opt out of any publicity but this must be made clear to the Promoter at least 38 hours prior to the Closing Date as stated in clause 4.3. Choosing to opt out will have no effect on your chances of winning a Competition. If you do opt out, we may still provide details to the Advertising Standards Authority as this is a legal requirement.

4. If you win a Competition, you may be required to show proof of identification or other personal information in order to prove your identity as the winner. You can refuse this however doing so will breach the terms and conditions set out in clause 8.4 and you therefore withdraw yourself from the Competition and lose any rights to the Prize. You can

request details on the personal information held and how it is being used. You must make this request to [info@raffelopriz.es](mailto:info@raffelopriz.es).

5. As an Entrant you are entitled to request that the Promoter does not contact you and removes any details held on its database, under data protection laws. If by doing this you are in breach of any of the terms and conditions, you remove your right to win a Competition. If the Promoter is unable to contact you due to a request to remove personal information, you forfeit the right to a Prize. No refunds will be processed in any of these circumstances.

## **11. General**

1. Terms and Conditions may be revised from time to time. Any changes will be uploaded to the Website immediately. Please read the full terms and condition prior to every entry to make yourself (the Entrant) aware of any changes.

2. If the Promoter believes that there has been any breach of the Terms and Conditions, We reserve the right to exclude you from participating in the Competition and any future Competitions.

3. The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so. The Promoter will not hold void, suspend, cancel, or amend the prize competition due to a lack of entries. If a competition is made void or cancelled by the Promoter, refunds will be given to all Entrants.

4. The competitions on the Website are in no way sponsored, endorsed, administered by or associated with Facebook. By entering the competitions, Entrants agree that Facebook has no liability and is not responsible for the administration or promotion of the competitions.

5. These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

6. We advise printing a copy of these Terms and Conditions and keeping them.

7. If the Promoter fails and/or delays enforcing a provision of the Terms and Conditions, this is not a waiver of the Promoter's right to do so at a later date.

8. The Promoter may use hyperlinks on the Website that will open websites owned and controlled by other companies. The Promoter holds no responsibility to any unethical content, privacy issues, or complaints raised in relation to this. It is the sole responsibility of you to take the necessary precautions when clicking on hyperlinks and/or engaging in activity on the websites the hyperlinks open.

9. If it is decided that a part or provision of these Terms and Conditions is unenforceable by a court of competent jurisdiction, it will only affect that part or provision and will not make the entirety of these Terms and Conditions unenforceable.