

## FONWAA Weekly Lottery Terms and Conditions

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The following are the Terms and Conditions of the Friends of the North West Ambulance (FONWAA) Lottery. By entering the weekly Lift off Lotto draw, entrants agree to be bound by these rules.

The FONWAA Community Interest Company (C.I.C) operates in-house society lotteries with the sole purpose of raising funds for the North West Air Ambulance (Charity no. 1075641).

### Gambling Commission Licences

- The FONWAA Lottery will be operated as series of society lotteries under the Gambling Act 2005 and is licensed by the Gambling Commission of Great Britain.  
<https://www.gamblingcommission.gov.uk>
- FONWAA has both a non-remote operating licence and an ancillary remote licence.
- The FONWAA Lottery is a weekly subscription society lottery promoted in support of North West Air Ambulance Charity.
- The lottery is promoted by FONWAA, the responsible person is Heather Arrowsmith.  
Registered address: North Mersey Business Centre, Woodward Road, Knowsley, L33 4UY.  
FONWAA is licensed by the Gambling Commission - Operating licence number: 000-005227-N-304575.

### 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 subscription for the relevant week will be entered into the draw.
- Players will never accrue any debt to any NWAA Lottery.
- All lottery entry sales are final and no refunds shall be made at any time. Entrants must 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. 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. In the event that an entrant changes their contact details, they will be solely responsible for advising FONWAA
- Anti-money laundering, age verification and address checks will be carried out from time to time. By entering the lottery you consent to these checks being made.

- It is not possible to calculate the chances of winning any of the FONWAA lotteries as they are not fixed odds lotteries and vary each week. However, there are currently (April 2019) approximately 97k entries in each weekly lottery from which the prizes are allocated.

### **Payments**

- Payment can be made by Direct Debit or advanced cheque payment. No cash payments are accepted.
- Payments can be made in instalments of any of the following:
- Weekly payments of £4.34,
- Monthly payments of £13
- Half yearly payments of £26 or,
- An annual payment of £52.
- All advance payments received will be held in a separate account by the FONWAA and will be credited upon receipt to the number of draws in advance.
- All funds must be cleared before entry into the draw is carried out.
- No refunds can be made for plays after they have been entered into a draw
- In the event that FONWAA ceases to operate, any outstanding entry payments will be fully refunded.
- 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.
- In each draw the winning player draw numbers will be selected by Gambling Commission licensed lottery software at the NWAA Head Office. 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.
- The draw will be conducted by a designated officer of the FONWAA and witnessed by a second person who shall record the winning players and numbers in writing.
- Winning player draw numbers are selected at random by the licensed, tested and approved Random Number Generator (RNG) lottery software
- Winners will be announced on the day of the draw on the NWAA website [www.nwaa.net/lottery](http://www.nwaa.net/lottery) and on our 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 Head Office.
- 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 runners up prizes of £200, £75, £50 and £25 respectively.
- 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 treated as 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.
- Lottery subscriptions can be cancelled at any time by notifying FONWAA in writing, by phone or via email. Please visit [www.nwaa.net/lottery](http://www.nwaa.net/lottery) for details. If credit remains after cancellation entries into the draw will continue until credit runs out. Any further remaining balance below the value of £1 which does not qualify for draw entry will be treated as a donation to the NWAA.
- If a player is deceased any remaining credit will be entered into lotteries until it expires and any winnings during this time will be made payable to the executor. Any monies that remain unused upon notification will be refunded to the executor if desired. This can either be accepted or treated as an unclaimed prize.

#### **Data Protection**

- FONWAA are committed to the protection of data privacy. Data that is collected for purposes of the lottery is used lawfully within the Data Protection Act 2018 and is used solely for the purpose of lottery marketing, processes and informing winners that they have won a prize.
- Data is held on a secure, password protected, database.
- Any player has the right to access the information held about them. To obtain this information please contact the NWAA Head Office in writing.
- FONWAA will not sell, rent or grant access to any personal data to any third party without express prior permission.

#### **Privacy Policy**

- FONWAA and NWAA are committed to protecting your privacy. A copy of the Privacy Policy is available from NWAA direct or the NWAA website - <https://nwaa.net/privacy-policy>

#### **Complaints Procedure**

- Any complaints pertaining to a lottery should be sent in writing to the NWAA 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 [www.nwaa.net/lottery](http://www.nwaa.net/lottery). Full instructions and contact details are provided here.
- Unresolved disputes following the complaints and disputes process has been completed can be referred free of charge to the 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 will not be liable to you in contract, tort, negligence or otherwise for any indirect or consequential loss 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).
- Nothing within these terms and conditions shall be construed as creating any form of contract between any entrant and FONWAA..
- Lottery payments are kept in accounts separate from the charity accounts
- FONWAA will not be liable to any player for loss or damage arising from:
  - i. Any delays of failures in the postal service or delivery methods used by FONWAA.
  - ii. Any delays of 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. A copy of our Social Responsibility policy is on the NWAA website.
- 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
- Application for self-exclusion can be made by contacting NWAA Head Office or via the downloadable self-exclusion form that can be found at [nwaa.net/lottery](http://nwaa.net/lottery)
- Full details regarding self-exclusion can also be found at [nwaa.net/lottery](http://nwaa.net/lottery)
- Lottery marketing promotions and advertisements comply with the Advertising Standards Agency and Committees of Advertising Practice regulations.

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Each entrant should keep a copy of these terms and conditions for their reference.

A copy of these rules may be obtained by sending a stamped addressed envelope to our Head Office. The Laws of England and Wales 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.

FONWAA reserves the right without notice or reason to cancel or refuse entry to any lottery. Such decisions shall be final and binding.

We reserve the right to amend these Terms and Conditions at any time. Any changes will be published at [www.nwaa.net](http://www.nwaa.net).