

Terms and Conditions

1. Introduction

1.1. The Customs House Christmas Raffle (“the Raffle”) will be operated as a Society Lottery under the Gambling Act 2005 as amended (“the Act”) and is licensed by South Tyneside Council.

1.2. The Raffle is promoted by the Promoter and conducted for the benefit of The Customs House. Registration number 1032846.

1.3. The person responsible for the promotion of the Raffle is Kelly Anders.

1.4. By entering the Raffle, Members agree to be bound by these rules.

2. Definitions

“**Act**” - The Gambling Act 2005

“**Raffle**” – The Customs House Christmas raffle

“**Draw**” - The process by which winners are selected

“**Member**” - An individual who has entered into the Raffle

“**Rules**” - The rules of The Customs House Raffle as set out below and amended from time to time

“**Ticket**” - The entry into the Raffle

3. Entry into The Customs House Christmas Raffle

3.1. The Raffle is promoted in accordance with the Gambling Act 2005 as amended (“the Act”) throughout Great Britain. In order to comply with the Act, during the purchase of Raffle Tickets you will be required to confirm that:

- **(a)** You are at least 16 years of age.
- **(b)** You will not buy or claim to buy Raffle Tickets on behalf of any other person.

3.2. If, upon winning any prize in the Raffle, you are not able to prove that you have met the criteria specified in Rules **3.1 (a)** and **3.1 (b)** above then you will not be entitled to receive that prize.

3.3. In order to comply with the Act Raffle, Tickets that have been purchased and entered into the draw for which they were intended are prohibited from being subsequently refunded.

3.4. By entering into the Raffle you agree to be bound by the Rules, and applicable provisions of the Act and any relevant regulations made there under from time to time. The Customs House shall not be liable for any loss or damage (including loss of the opportunity to enter the Raffle and / or the right to receive a prize) suffered by you if you have not complied with the Rules. The Rules may be amended by The Customs House from time to time.

3.5. This Raffle is a form of gambling. Participants are encouraged to gamble sensibly. Should gambling become a problem we recommend you contact the Be Gamble Aware helpline on 0808 8020 133 or visit the website on www.begambleaware.org.

3.6. The maximum number of Tickets an individual will be permitted to purchase in any one draw is £50.

4. Entry into the Raffle

4.1. You can only enter the Raffle by the purchase of a ticket which will be sold in a variety of forms from time to time.

4.2. Purchase will require you to provide the following information:

- **(a)** Your name, address and email address, so that we can contact you to confirm your entry into the Raffle and contact you if you have won a prize.
- **(b)** Confirmation that you are over 16 years of age, in order to ensure compliance with the Act.
- **(c)** The number of Tickets in the Raffle you wish to purchase

4.3. You will also be asked to provide the following information:

- **(a)** Your contact telephone number.
- **(b)** Your date of birth
- **(c)** Your mobile phone number

4.4. You will also be required to provide information relating to the purchase of your Tickets. Payment may be made via the following methods and the relevant information will vary depending upon the payment method.

- **(a)** Debit Card
 - Information required will include card number, expiry date and card security number.

4.5. The Customs House shall be entitled to take any steps necessary to verify the above information and to process your entry. The Customs House may (in its absolute discretion) refuse to accept an application for an individual to purchase tickets for the raffle.

4.6. It is your responsibility to ensure that the personal information you provide to us is accurate.

1. If you know of any error in your name, address or any other details provided to The Customs House as part of your entry you must correct this by notifying The Customs House in writing or by e-mail. The Customs House will make any required corrections as soon as reasonably possible. The Customs House shall not be liable for any loss or damage (including loss of the opportunity to enter the Raffle and / or the right to receive a prize) suffered by you until such correction has been made. Any correction notified to The Customs House shall only become effective once the correction has been made.

4.8. Each Ticket is numbered and each Ticket Number is unique.

5. Payment

5.1. Payment for Tickets may be made by the following methods:

- **(a)** Debit Card

5.2. Payment for Tickets will be referenced on your Debit Card statement as "Sterling Lotteries Barrow in Furngb" while pending and TheCustomsHouse when cleared.

5.3. The price for each Ticket is £1.

5.4. Your Tickets and therefore associated Game Number(s) will not be entered into the Draw unless The Customs House has received all amounts payable (cleared funds) relating to your Game Numbers relating to your Tickets by the closing date 3rd January 2022. If there is a dispute regarding whether Tickets have been paid for then such dispute shall be resolved by reference to details included in official statements from the bank with which the Raffle's bank accounts operate.

5.5. You may cancel your entry into the Raffle by notifying The Customs House in writing or by e-mail. Upon receipt of this notice The Customs House will;

- **(a)** In accordance with the Act and as described in Rule **3.3.** any payments made prior to such cancellation taking effect ahead of the closing date shall be refunded.

5.6. The Customs House may cancel your entry into the Raffle (in its absolute discretion) at any time. The Customs House will notify you accordingly as soon as reasonably practicable and will reimburse any amounts which have been paid but relate to future Draw/s. Other than the reimbursement of any such amounts, The Customs House shall not be liable for any loss or damage (including loss of the opportunity to enter the Raffle and / or the right to receive a prize) suffered by you in relation to such cancellation.

5.7. All customer funds are held ahead of the draw with The Customs House .

6. Changes to Entrant Details

6.1. Any changes to your details as provided by you upon purchase should be notified to The Customs House in writing or by e-mail.

7. Draws

7.1. The Draw will be run at our premises/ Raffle Management Companies Offices to be held on 4th January 2022.

7.2. In order to comply with the Act only those Tickets for which payment has been received are eligible for entry into the Draw.

8. Prizes

8.1. Prizes are issued as follows:

- **(a)** 1st Prize – £3,000 holiday voucher kindly donated by Hays Travel

(Terms and conditions set out by Hays Travel apply)
- **(b)** 2nd Prize – A family ticket to see Rapunzel at The Customs House including an exclusive private meet and greet with the cast.

(A family ticket is 2 adults & 2 children to attend the 2.30pm performance on Saturday, 8th January 2022. Meet and greet will take place after the show)
- **(c)** 3rd Prize – The Customs House Cinema Passes for 2 valid for 12months

(Passes are valid for 12 months from the date of issue and are non-transferrable).

Bonus prize

All Tickets for the main Raffle entered into the Draw by 11:59pm on Thursday, 25th November will be entered into a separate draw to win the following prize:

- Ball Boy/Girl at Newcastle United vs. NORWICH CITY +2 TICKET
(Wednesday 1st December 2021 7.45pm KO)

All ball assistants must be aged 9-14 years old

The Draw will take place on Friday, 26th November.

This prize has kindly been donated by Newcastle United Foundation.

8.2. The Customs House reserves the right to amend the prizes at any time. Any such changes will be published on The Customs House Website at least one week prior to a change being made.

8.3. Each Ticket Number shall only be entitled to win one prize in the Draw.

8.4. The results of the Draw will be published on the Raffle website within one week of the date of the draw and may also be published in any other manner determined by The Customs House from time to time.

8.5. Winners will be notified by post within one week of the date of the draw.

8.6. The Customs House reserves the right to withhold the payment of any prize until it is entirely satisfied that the Member who has won the prize has fully complied with the Rules.

8.7. If, upon winning any prize in the Raffle, you are not able to prove that you have met the criteria specified in Rules **3.1 (a)** and **3.1 (b)** above then you will not be entitled to receive that prize.

8.8. There are no alternatives to the prizes offered from time to time and no interest is payable.

8.9. Any unclaimed prizes will be re-credited to The Customs House main account after a period of six months has elapsed.

8.10. By accepting the prize, the winner agrees to take part in promotional activity and The Customs House reserves the right to use the name and address of the winner, their photograph and audio/or visual recordings of them in any publicity unless prior notification has been received.

9. Suspension of the Raffle

9.1. The Customs House may (at its absolute discretion) suspend the Raffle for any period of time. During such period, The Customs House shall:

- **(a)** Retain any amounts which were paid prior to such suspension taking effect.

9.2. You will be notified of further details regarding the resumption of the Raffle or otherwise as soon as reasonably practicable after the date of suspension in writing.

10. Liability

10.1. The Customs House shall not be liable to you for any loss or damage suffered by you arising from:

- **(a)** Any delays or failures in the postal service or other delivery methods used by The Customs House or you from time to time.
- **(b)** Any delays or failures in any systems used by The Customs House or you to transmit e-mails.
- **(c)** Any failure in any software or other systems used by The Customs House for the administration of the Raffle.
- **(d)** Any delays or failures in the banking system used by The Customs House or you.
- **(e)** Any refusal by The Customs House to accept entry of an individual as an entrant or the cancellation of an entrant by The Customs House
- **(f)** Any failure to enter your Ticket into the Draw.
- **(g)** Any event beyond the reasonable control of The Customs House

10.2. The Customs House shall 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

Raffle (including loss of the opportunity to enter the Raffle and / or the Ticket of winning a prize).

11. Self-Exclusion

11.1. Should you feel that you have issues with gambling and wish to be self-excluded from our Raffle please phone our helpline number and request a self-exclusion form

11.2. There is a minimum period of 6 months self-exclusion.

11.3. We will not target you with any marketing material during the self-exclusion period and will remove your name and details from any marketing databases used by ourselves.

11.4. If you need to talk to someone about problem gambling then please contact Be Gamble Aware.

11.5. Be Gamble Aware is a registered charity that provides confidential telephone support and counselling to anyone who is affected by problem gambling. Be Gamble Aware can be contacted on 0808 8020 133 (Freephone).

12. Complaints

12.1. Any complaints relating to the Raffle should be sent in writing to The Customs House giving full details of the complaint and supporting documentation.

12.2. The Promoter's decisions made pursuant to the Rules shall be final and binding.

12.3. Save where the Rules expressly provide otherwise, the Promoter shall not be obliged to enter into any correspondence.

13. Privacy

13.1. The Customs House is committed to protecting your privacy. Data that we collect from you is used lawfully in accordance with the Data Protection Act 2018 and is used solely for the purpose of processing your purchase of Raffle Tickets, subsequent entry into the Raffle, and informing you if you have won a prize.

13.2. You have the right to access the information we hold about you. To obtain this information, please contact The Customs House in writing. You may be asked to provide proof of your identity prior to personal information being disclosed to you.

13.3. The Customs House will not sell, rent or grant access to any of the personal data we collect about you to any third parties without your express prior permission.

13.4. We may share aggregated information to third parties. This will not contain personal information that can identify any individual person.

13.5. We may be obliged to disclose your personal information if required to do so by law, for example to statutory bodies such as the Gambling Commission or other government bodies.

14. Proper Law and Jurisdiction

14.1. The Laws of England and Wales shall govern the interpretation and/or enforcement of these Rules and The Customs House and all entrants hereby submit to the exclusive jurisdiction of the English courts.

15. Contact Address

15.1. All correspondence should be sent to the following address:

The Customs House
Mill Dam
South Shields
NE33 1ES