



# Terms & Conditions

These are the terms and conditions on which we make available our subscription Veterans' Lottery. Please read these terms and conditions ('Lottery Terms and Conditions') carefully and familiarise yourself with them before accepting them. These Veterans' Lottery terms and conditions will tell you who we are, how we provide our subscription lottery and other important information.

These Lottery terms and conditions relate to:

- The website [veteransfoundation.org.uk](http://veteransfoundation.org.uk) together with any mobile platform ("Our Site") operated by the Veterans' Foundation - a registered charity in England and Wales under number 1166953 and in Scotland under number SC046571, a private company registered in England and Wales under company number 10099309 with our registered office at 1-2 Thistle Court, Thistle Street, Edinburgh, EH2 1DD;
- The download of software to your device(s) (including PCs, laptops, tablets, phones and other personal devices) which we make available ("Our Apps"); and
- Your participation in our lottery which we operate through our site (the "Lottery" and each draw under a lottery shall constitute a "Lottery Draw") and the prizes available under each lottery draw (the "Prizes").

The making available of our site and your ability to register and participate in the Veterans' Lottery constitute the services which we provide to you under these Lottery terms and conditions ("Services").

We are licenced and authorised by the Gambling Commission of the United Kingdom under licence number: 045407

We have appointed Bee Ethical, a company incorporated in England (Company Number 9314392) and having its registered office at Rectory Farm Estate, Warrington, Peterborough, PE8 6UT, United Kingdom, to operate the Veterans' Lottery acting as an External Lottery Manager. Bee Ethical is licenced by the Gambling Commission under licence number: 044067

By selecting the age, T&Cs and resident verification checkbox and/or by using the services, you confirm your acceptance of:

- These Veterans' Lottery terms and conditions;
- The specific rules that apply to each particular lottery that we make available on our site and which you choose to participate in ("Rules of Play");
- Our privacy policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us ("Privacy Policy"). By using our site, you consent to such processing and you warrant that all data provided by you is accurate,

Together the ("Terms and Policies") and that you agree to comply with such terms and policies. We recommend that you print a copy of the terms and policies and store them, along with other correspondence you receive from us, such as confirmation emails, SMS messages, additional terms, transaction data and lottery rules.



The terms and policies are written in the English language. If they are translated into another language, please note that the English language version will prevail should there be any conflict between that version and the translation. Should there be any conflict between the documents that form the terms and conditions, this shall be resolved in accordance with the order of priority listed above, i.e. these Veterans' Lottery terms and conditions shall prevail over all the other documents. If you have any questions or concerns, we encourage you to seek independent legal advice.

If you have any complaints relating to our site or the services, please contact us using the procedure set out in condition 15.

## 1. Legal Restrictions

**1.1** Use of the services (including registration for an account) is strictly limited to eligible persons, being people who are;

**1.1.1** 18 years of age and older. You confirm that you have attained such age and are of sound mind, capable of taking responsibilities for your actions. We reserve the right at any time to request that you furnish us with proof of your identity and age and suspend your access to the services until evidence to our satisfaction is received. You acknowledge that underage gambling is not acceptable, and we may refer any attempts to do so to the Gambling Commissioner;

**1.1.2** Located at the time of use in the United Kingdom, and in particular in England, Wales or Scotland.

**1.1.3** Not any of the following:

**1.1.3.1** an officer, director, employee, consultant or agent of (i) ours or any entity affiliated with us (save to the extent necessary in the course of performing your duties to us); or (ii) a supplier of ours or any entity affiliated with us, (whether using the services directly or indirectly) (a "Connected Person"); and

**1.1.3.2** a relative (including, without limitation, any spouse, partner, parent, child or sibling) of a connected person.

**1.1.3.3** People who do not meet the above criteria constitute "Ineligible Persons".

**1.2** No communications or information published on our site or as part of the services is intended to constitute legal or tax advice and we accept no liability for any reliance on such content.

**1.3** You are solely responsible for any telecommunications devices, networks, 4G, 3G, Edge, GPRS, or other mobile or fixed Internet access and other consents, costs (including and data charges) and permissions required in connection with your use of our site and the services.

## 2. Registration

**2.1** Prior to using the services, you are required to register with us for an account.

**2.2** In order to open an account, you must complete the registration process by:

**2.2.1** providing us with current, complete and accurate information prompted by the registration form and the name you provide must:

**2.2.1.1** be your true and legal name;

**2.2.1.2** match the name on your payment bank account/other payment account(s) used to deposit or receive monies. Please note that you will not become an account holder unless and until we have accepted your registration in accordance with condition 2.3.2 below.



**2.3** Once you have completed registration, we shall:

**2.3.1** Perform random checks to verify some player's details. At our absolute discretion this may include requesting satisfactory: (i) proof of identity (such as copies of passport/identity card and/or bank account used); and (ii) proof of address (such as recent utility bill or bank statement);

**2.3.2** notify you of acceptance or rejection and, where successful, we shall:

**2.3.2.1** send an email to the registered email address for account activation;

**2.3.2.2** provide you with a physical Veterans' Lottery "card" including a lottery number and rollover number. Please note that your possession of the Veterans' Lottery "card" does not mean you are included within any Veterans' Lottery draw, as you may have failed to pay for your inclusion or this agreement may have been suspended or terminated as set out in condition 13.

**2.4** You must keep your account information up-to-date. Changes to your information can be done by emailing us. We reserve the right to disclose certain of your details to third parties, including appropriate law enforcement agencies if we find or suspect illegal activity within your account. You hereby consent to this provision and the terms of our privacy policy.

**2.5** we may at any time validate your identity, age, the registration data provided by you and verify your use of the services. You hereby authorise us and our agents to make any inquiries of you and for us to use and disclose to any third party we consider necessary to validate the information you provide to us or should provide to us, including ordering a credit report and/or otherwise verifying the information against third party databases. You also agree to provide such information or documentation as we may request in our reasonable opinion.

**2.6** You cannot transfer your account to another person.

**2.7** If you cease to participate in any Veterans' Lottery for any consecutive period of 12 months, your account shall be deemed to be dormant and we may close it.

### **3. Availability of our site and the services**

**3.1** We will provide our site and the services (and any other content of our site) with reasonable skill and care and substantially as described in the terms and policies. We do not make any other promises about the services.

**3.2** We cannot guarantee that our site or the services (or any other content on our site) will be:

**3.2.1** always available or uninterrupted. Access to our site is permitted only on a temporary basis;

**3.2.2** error free or will operate without loss or interruption. You acknowledge that use of our site and the services requires transmission of data over the internet which is susceptible to interruption and even interception;

**3.2.3** free from any virus or other code that is contaminating or destructive by nature. You are responsible for implementing and maintaining sufficient procedures to satisfy your particular requirements for accuracy of data input and output as well as protection from such viruses or other codes that may contaminate or destroy your mobile phone, system or data; or

**3.2.4** fit for any particular purpose.

You should note that we do not guarantee that we will provide redundant or backup networks and/or systems relating to our site or the services.

**3.3** In the event of an error or interruption on our site of the services (or any other content on our site), we reserve the right to void all undrawn or part drawn Veterans' Lotteries.



**3.4** We may suspend, withdraw, discontinue, update or change all or any part of our site or the services without notice. We will not be liable to you if for any reason our site or the services are unavailable at any time or for any period.

**3.5** In the interests of ensuring fairness, we may take any measures as we deem appropriate in order to create a fair and balanced environment within our site and the services.

## **4. Participating in the services**

**4.1** By participating in the Veterans' Lottery, you: (i) are entered into lottery draws, with a chance to win prizes, as more particularly detailed in the Rules of Play; and (ii) may receive other benefits, where detailed in the rule of play ("Additional Benefits"). We may from time to time change the additional benefits, but we will aim to ensure that the value of these benefits is not materially reduced. If you are not happy with a change, please note that you can cancel your membership on 30 days' notice.

**4.2** Your use of the services is at your sole option, discretion and you acknowledge the limitations of availability and performance of our site and the services (and any other content of our site) detailed in condition 3 above, as well as the areas that we must limit or exclude our liability for, as detailed in condition 11. You acknowledge that using our services expose you to certain basic risks, including the possibility of losing money when you don't win a Veterans' Lottery draw.

**4.3** You acknowledge that you do not find our site or the services (or our promotions and other materials) to be in any way offensive, indecent, objectionable or obscene.

**4.4** We reserve the right to suspend your use of certain services on our site from time to time.

**4.5** The services are made available for your domestic and private use only. You must not use the services for any commercial, business or re-sale purpose.

**4.6** We may limit or refuse your participation in a Veterans' Lottery draw for any reason.

**4.7** You must not:

**4.7.1** use our site or the services in any manner which: (i) violates or misappropriates or could result in a violation or misappropriation of our intellectual property rights, (ii) is abusive or harassing to us or any other participant or user of our site, (iii) compromises or could compromise the stability, integrity, or availability of our site, the services or the network upon which they reside; (iv) interferes with any other party's use and enjoyment of our site or the services; or

**4.7.2** break into, access or attempt to break into or access or otherwise circumvent our security measures.

**4.8** For the purposes of any reference to time in connection with your use of the services, we use Greenwich Mean Time (GMT).

## **5. Paying for Veterans' Lottery draws**

**5.1** To benefit from the services and in particular to be entered into a particular Veterans' Lottery draw, you will need to pay the relevant lottery charge set out in the Rules of Play by any of the methods specified from time to time by us on our site. All payments to and from your account must be paid in pounds sterling and made from a payment source for which you are the named account holder. In order to assist in the prevention of money laundering, no cash shall be accepted.



**5.2** The lottery charge will be considered to be received upon actual receipt of funds by us. In order to participate in a particular Veterans' Lottery draw, we must receive your payment in "clear" funds at least 24 hours before the relevant draw takes place. If you are paying by:

**5.2.1** direct debit, please note that it takes 10 days for a direct debit to be set up from the date the request is presented to your bank, and so a direct debit would need to be presented to your bank at least 11 days before the Veterans' Lottery draw; and

**5.2.2** cheque, please note that it takes 6 days for a cheque to clear, and so a cheque would need to be provided to us at least 7 days before the Veterans' Lottery draw.

**5.3** Where you pay for 12 months of Veterans' Lottery draws in one payment:

**5.3.1** this shall constitute an advance payment for 12 months Veterans' Lottery draws, starting with the first relevant Veterans' Lottery draw after your payment has cleared (see condition 5.2 which explains when a payment will be "cleared"); and

**5.3.2** you are contracting with us to participate in 12 monthly Veterans' Lottery draws and you cannot cancel after one or more draws have taken place by requesting a refund for Veterans' Lottery draws which are paid for but have not yet taken place.

**5.4** You confirm that: (i) you are the true and lawful owner of the funds you use to pay the lottery charges; (ii) such funds are not derived in any manner from illegal activities; and (iii) you will not attempt to recover any such funds and in particular will not chargeback, counter-demand, reverse or deny any such payments.

## **6. Winning prizes**

**6.1** The relevant Rules of Play detail: (i) how each Veterans' Lottery draw is made; and (ii) what the potential prizes are.

**6.2** You can check the results of each Veterans' Lottery draw on our site. However, to make things simple for you, we already know if you are a winner and we will: (i) contact you using the email address you have supplied to let you know, and (ii) pay any such winnings directly to you automatically, using the same method of payment that you used to pay the lottery charges.

**6.3** Prizes are paid within 10 working days of the date of the relevant Veterans' Lottery draw.

**6.4** You are solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax or other levy that may be payable on any prizes.

**6.5** You must be 18 or over to enter the Veterans Foundation Lottery. Entries not to be sold by or to anyone under 18 years of age. By ticking the verification tick box entrants warrant that they meet the entry age requirements and are able in all legal respects to enter and participate in the Veterans Foundation Lottery. The Promoter may request that you confirm and substantiate this warranty. Any person found to be under 18 years of age and/or not a resident of the UK with proof of said address and with permission to use bank account from which lottery subscription payments are taken will be disqualified from the Raffle and automatically forfeit the right to any prize.

## **7. Errors**

**7.1** You must inform us as soon as you become aware of any errors with respect to your account.

**7.2** In the event of an error or and system failure ("Error"), we will seek to place all parties directly affected by such error in the position they were in before the error occurred.



**7.3** We reserve the right to:

**7.3.1** declare null and void any Veterans' Lottery draw that was subject of such error (and refund you the applicable lottery charge for that Veterans' Lottery draw);

**7.3.2** require you to refund any prize paid to you as a result of an error or which results from a Veterans' Lottery draw that was subject to an error within six months of the draw taking place.

## **8. Intellectual property**

**8.1** You acknowledge and agree that all patents, copyrights, trademarks and other intellectual property rights (including the software, images, pictures, graphics, text, photographs, animations, videos, music and audio) in and to all of the materials and features in our site and/or the services shall remain at all times vested in us (or, as applicable, our service providers).

**8.2** In addition, other content in each Veterans' Lottery belongs to us or one of our service providers and is protected by applicable copyright and/or other intellectual property rights. You hereby acknowledge that by using the Veterans' Lottery, you obtain no rights in the trademarks or other intellectual property in such Veterans' Lottery or our site, and must not use them in any manner not permitted herein without our prior written approval.

**8.3** Whilst you hold an account with us, we grant you a revocable, non-exclusive, non-transferable, limited right and licence to use our site and to receive the services, as well as the underlying software thereto, all of which constitutes our sole and exclusive intellectual property or that of our service providers.

**8.4** You may install and use the software we make available from one of the mobile app stores (being Apple's App Store or Google Play) as part of the services ("App Store Download Software") on your device subject to the licence terms relating to such download which you must accept at the time of such download. You obtain no rights to the app store download software other than as expressly permitted in the applicable terms and conditions.

**8.5** You must not under any circumstances:

**8.5.1** copy any materials within our site or the services (other than as expressly permitted in this condition 8) to any computer, network server or location for reproduction or distribution;

**8.5.2** reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the app store download software or any other software underlying our site or the services ("Software");

**8.5.3** transmit, publish, display, distribute, commercially exploit, tamper with, modify or create derivative works based on the software, our site or the services; or

**8.5.4** ship, transfer or export the software into any country or use the same in any manner prohibited by any applicable laws, restrictions or regulations.

The restrictions contained herein apply equally to any and all updates, patches or subsequent versions of our site or the services that may be provided to you.

## **9. Publicising your wins**

**9.1** If, while using the services, you win a prize:

**9.1.1** you grant to us the right to use your first name in any press releases and/or promotional materials;



**9.1.2** you acknowledge that we may be required by law to pass to a third-party details of any prize claimed by you or on your behalf, and

**9.1.3** except for our right to use your first name and our obligation to pass on your details where required by law, we will not make public information about your win without first obtaining your consent.

## **10. Your liability to us**

**10.1** Our terms and policies set out clearly the basis in which we have agreed to make available and allow you to use our site and the services (and any other content on our site).

**10.2** If you breach our terms and policies, you acknowledge that this will cause us loss and that:

**10.2.1** you are responsible for such loss, and

**10.2.2** we may, at our absolute discretion, be entitled to bring a claim against you for such loss requiring you to reimburse us for all such losses we may suffer.

## **11. Our liability to you**

**11.1** If we fail to comply with our obligations in the terms and policies or are negligent, we are responsible for loss or damage that you suffer that is foreseeable as a result of our failure/negligence. Loss or damage is foreseeable if: (i) is an obvious consequence of our failure/negligence; or (ii) was contemplated by both you and us at the time you accepted these Veterans' Lottery terms and conditions. We are not liable to you for any loss or damage that is not foreseeable. This is subject to the limitations on our liability to you described in the rest of this condition 11. However, nothing in these Veterans' Lottery terms and conditions will affect your statutory rights.

**11.2** as stated in condition 4.5, our site and the services are made available for your domestic and private use only. We therefore accept no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**11.3** For clarity, we shall not be liable to you for any:

**11.3.1** losses you suffer resulting from our site and/or any services: (i) being unavailable or interrupted; (ii) containing errors; (iii) containing viruses or other code that is contaminating or destructive by nature (including any data loss or damage to your device(s));

**11.3.2** losses you suffer resulting from any attempts by you to use our site and/or the services by methods, means or ways not intended by us.

**11.4** Our maximum liability to you arising out of your use of our site and/or the services is limited to £1,000,000.

**11.5** Notwithstanding the above provisions, we do not exclude or limit in any way our liability for: (i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; or (iii) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).



## 12. Events outside our control

**12.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the terms and policies that is caused by an event outside our control. An "Event Outside Our Control" means any act or event beyond our reasonable control, such as strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of electrical power, failure of public or private telecommunications networks or failure of a contractor or supplier.

**12.2** If an event outside our control takes place that affects the performance of our obligations under these terms: (i) we will contact you as soon as reasonably possible to notify you, and (ii) our obligations under these Veterans' Lottery terms and conditions will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects the availability of our site and/or our performance of services to you, we will restart the same as soon as reasonably possible after the event outside our control is over.

## 13. Account closure/suspension

### 13.1 Your right to close your account

You may close your account (and terminate your agreement with us) at any time by sending an email from your registered email address to [enquiries@veteransfoundation.org.uk](mailto:enquiries@veteransfoundation.org.uk) expressly requesting account closure. Such closure will take effect:

**13.1.1** where you pay by direct debit, within 30 days of our receipt of your request. During such interim period, you shall remain responsible for any activity on your account. If a Veterans' Lottery draw takes place within such 30 day period (and we have received the lottery charges for that draw), you will still be entered into that Veterans' Lottery draw.

**13.1.2** where you have paid for a year's Veterans' Lottery draws in advance, after the final Veterans' Lottery draw that you have paid for takes place (unless we agree an earlier date at our discretion).

### 13.2 Our right to close/suspend your account

**13.2.1** We may close your account (and terminate your agreement with us) immediately on notice to you if we decide to discontinue our site and/or the services for any reason.

**13.2.2** We may suspend or close your account (and terminate your agreement with us) immediately on notice to you if:

(i) we need to do so for regulatory reasons;

(ii) we determine that you are an ineligible person (as defined in condition 1.1). In such circumstances, any and all use of the services shall be void, including any prizes accruing to you and you must refund to us any prizes already paid;

(iii) we reasonably believe you have (or have attempted) to engage in the activities described in condition 4.7, and we may inform interested third parties of such activities;

(iv) we have an express right in these Veterans' Lottery terms and conditions or we reasonably believe that you have breached any other material element of the terms and policies;

(v) we become aware that you have played at any other lottery or online gaming site or services and are suspected of fraud, collusion (including in relation to charge-backs) or unlawful or improper activity; or

(vi) we become aware that you are bankrupt (or the equivalent in any jurisdiction).





**13.2.3** We may suspend or close your account (and terminate your agreement with us) providing you with no less than 30 days' notice for any other reason.

### **13.3** Consequences of Termination

**13.3.1** Where we have terminated your account pursuant to condition 13.2.1, 13.2.2(i) or 13.2.3, any lottery charges will be returned to you within a reasonable time, subject always to our right to deduct any amounts owed by you to us.

**13.3.2** You will cease to be entered into any further Veterans' Lottery draws and you must destroy the physical lottery "card" provided to you pursuant to condition 13.2.2 above.

**13.3.3** You must: (i) discontinue your use of our site and the services (ii); pay all amounts due and owing to us; and (iii) remove any app store download software from your device(s) and destroy all related documentation in your possession, custody, power or control.

**13.3.4** We may recover such sums using any method lawfully available to us, including instructing third party debt collection agents. Please note that this may have a detrimental impact on your credit rating and will require us to share your personal information with such agencies. We will report any criminal or suspicious activities to the appropriate authorities.

**13.3.5** Closure of your account shall not prejudice any other right or remedy we have against you, or you have against us at that time.

**13.3.6** Following closure of your account, except as otherwise provided in the Veterans' Lottery terms and conditions (and subject to any rights or obligations which have accrued prior to closure), neither we nor you will have any further obligation to the other under these Veterans' Lottery terms and conditions.

## **14. Data protection**

**14.1** We may share your personal data with any of our agents or subcontractors. We shall use your personal data in accordance with our privacy policy available at [privacy policy](#).

## **15. Notices/complaints**

**15.1** If you have any complaints, please contact us. You can contact us by emailing us at [enquiries@veteransfoundation.org.uk](mailto:enquiries@veteransfoundation.org.uk).

**15.2** If you wish to contact us in writing, or if any condition requires you to give us notice in writing (for example, closure of your account), you can send this to us by email at [enquiries@veteransfoundation.org.uk](mailto:enquiries@veteransfoundation.org.uk), or by post to the Veterans' Foundation, 1-2 Thistle Court, Thistle Street, Edinburgh, EH2 1DD. We will confirm receipt of this by contacting you in writing.

**15.3** If we have to contact you or give you notice in writing, we will do so by email, by hand, or by post using the details we hold for you in respect of your account.

**15.4** If you are not satisfied with our response you may contact the Charities Commission by visiting [www.gov.uk](http://www.gov.uk) or the Scottish Charity Regulator by visiting [www.oscr.org.uk](http://www.oscr.org.uk).



## 16. Insolvency

**16.1** The Veterans' Foundation has implemented measures to ensure that Veterans' Lottery player funds are held in a separate bank account which is separate from The Veterans' Foundation's other banking facilities. In the event of the Veterans' Foundation ceasing to trade, such Veterans' Lottery player funds do form part of its assets. This meets the Gambling Commission's requirements at the basic segregation level. This means that steps have been taken to protect Veterans' Lottery player funds but there is no absolute guarantee that they will be repaid if the Veterans' Foundation should at any time become insolvent. For more information about the protection of player funds please see the Gambling Commission website <http://www.gamblingcommission.gov.uk/Home.aspx>

## 17. Other important terms

**17.1** We may transfer our rights and obligations under these Veterans' Lottery terms and conditions to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Veterans' Lottery terms and conditions.

**17.2** We may only transfer your rights or your obligations under these Veterans' Lottery terms and conditions to another person if we agree in writing.

**17.3** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**17.4** Each of the paragraphs of these Veterans' Lottery terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in force and effect.

**17.5** If we fail to insist that you perform any of your obligations under these Veterans' Lottery terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**17.6** The terms and policies are governed by English law. You are agreeing to submit to the non-exclusive jurisdiction of the English courts.

## 18. Changes to the terms and policies

**18.1** We may change the terms and policies at any time. If we do so, we will inform you of such changes in accordance with condition 15.3. The amended terms and policies will also be made available on our site. The amended terms and policies shall apply from the time we inform you of the changes.

**18.2** If you do not agree to be bound (or cannot comply with) the amended terms and policies, you must not continue to use our site or the services. If you continue to use our site or the services after we have notified you of a change, you will be deemed to have accepted the changes.

