

Business Day	means any day except Saturday, Sunday or a bank or public holiday in England and Wales;
Closing Date	means the date on which any relevant Prize Draw ends as set out on the Particulars;
Postal Entry	means of entering a Prize Draw via a free postal entry route;
Paid Entry	means of entering a Prize Draw via a paid entry route;
Prize Draw Page	means the page on the Platform where the information including the Particulars about each Prize Draw will be displayed;
Prize Draw	means the Prize Draw;
Conditions	means these conditions as they apply to Free Draws;
Draw	means the process of selecting the Winner as described in clause 26.
Draw Date	means the day on which the Winner is drawn which may be any date selected by the Host that is within the period of 14 days following the Closing Date;
Entrant	means a User who enters a Prize Draw;
Force Majeure Event	means a force majeure event. A force majeure event is an event which could not have been foreseen by the parties and reasonably mitigated. Such an event will include any natural disaster; act of God; impacts from the UK's withdrawals from the European Union; a local, nationwide and international network outage; an epidemic or pandemic; a union strike such as by the postal service;
Host	means an organisation registered on the PTA Events Platform who hosts a Prize Draw and offers a Prize/s;
Host Prize Draw Management Page	means a page on the Host PTA Events website accessible to each Host to manage its Prize Draw;
Host's Proceeds	means ninety-two and a half (92.5) percent of the Total Proceeds for organisations on our standard plan and ninety-five and five hundredths (95.05) percent of the Total Proceeds for organisations on our premium plan.
Opening Date	means the date on which any Free Draw begins as set out on the Particulars;
Participant	means Hosts, Entrants and/or Winners';
Particulars	means the section of the Platform relating to the Prize Draw containing the details as required by clause 7;
Platform	means the Software as a Service (SaaS) platform provided by PTA Events that enables charitable organisations to sell and manage tickets to events, recruit and manage volunteers, run online auctions and prize draws as well as to communicate effectively with their communities;
Privacy Policy	means the host's Privacy Policy which is available by clicking "Privacy" in the footer of the Host PTA Events website;
Prize/s	means the item/s listed as a prize/s in the Particulars;

PTA Events	means PTA Events Limited is a company incorporated in England and Wales with company registration number 9404586 and registered address at 19 Goldington Road, Bedford, Bedfordshire, MK40 3JY, United Kingdom;
Service Charges	means the fee payable by the Host to use the Free Draw section of the Platform being seven and a half percent (7.5%) of the purchase price of a ticket relating to a Draw for organisations on our standard plan and four and ninety-five hundredths (4.95%) for organisations on our premium plan.
User	means an individual registered on the Platform;
VAT	means Value Added Tax or other tax of a similar nature;
Website Terms and Conditions	Means the Terms and Conditions relating to the Host PTA Events website available by clicking "Terms" in the footer of the Host PTA Events website.
Winner	means a winner or winners based on the Draw.

1. PTA Events owns and operates the Platform and promotes the Prize Draws. These Conditions apply to Prize Draws.
2. Participation in the Prize Draws is subject to:
 - a. Purchasing tickets via the Paid Entry Route
 - b. Sending required details via the Free Entry Route as set out in clause 15.
3. PTA Events reserves the right to alter these Conditions at any time by posting a new version on the Platform.
4. These Conditions govern the relationship between PTA Events and the Participants who are together referred to as the parties.

Prize Draws

5. Draws are hosted on the Platform (by a Host) with a view to providing an opportunity for Entrants to win a Prize via either a paid or free postal entry.

Hosting a Prize Draw

6. Hosts must be physically located in or resident in a jurisdiction where it is lawful to host Prize Draws. A Host must also:
 - a. be aged 18 years or over.
 - b. hold an email address verified by PTA Events.
 - c. agree to be bound by these Conditions.
7. Hosts are responsible for providing the Particulars which includes:
 - a. the title of the Prize Draw.
 - b. the description of the Prize Draw including the applicable Start Date and End Date.
 - c. the description of the Prize/s and delivery/collection options.
 - d. appropriate images (limited numbers as allowed on the Platform).

- e. appropriate promotional images and/or videos (as may be allowed on the Platform) and
 - f. details of tickets including pricing and the number of tickets available.
8. PTA Events reserves the right to cancel a Prize Draw at any time without reason.
9. Every Prize Draw must have a Prize/s. Cash payments, bank transfers, gift cards, share of the ticket revenue or any other alternatives to providing the Prize/s are not permitted.
10. Every Prize Draw must remain open for a minimum of 1 week to enable users to have an equal chance of winning via the Free Entry route.
11. When an Entrant purchases a ticket, the Service Charge shall be credited to PTA Events. The Service Charge is deemed to include VAT. The remainder shall be held in the Stripe account of the relevant Host.
12. Subject to these Conditions, Prize Draws will run from the Opening Date to the Closing Date inclusive.

Entrants

13. To enter a Prize Draw, each Entrant must either:
 - a. Select the Paid Entry option which requires them to pay for the number of tickets they wish to purchase in accordance with clause 14.
 - b. Submit a Postal Entry in accordance with clause 15.
14. To enter a Prize Draw through a Paid Entry, the following conditions apply:
 - a. Entrants must select the number of tickets they want to add to their basket.
 - b. Entrants must pay for the number of tickets selected using a credit / debit card or wallet (Apple Pay, Google Pay or Stripe Link).
 - c. Tickets are strictly non-transferable and non-refundable.
15. To enter a Prize Draw through a postal application (a Postal Entry), the following conditions apply:
 - a. Entrants must be a registered customer of the host website and have a verified email address to make a Postal Entry to a Prize Draw.
 - b. Postal Entries are not for sale and can be made free of charge.
 - c. Customers must write the following on a postcard which can be found on the Prize Draw page:
 - i. Their Customer ID
 - ii. The Prize Draw ID
 - iii. The Host ID
 - d. A postcard is to be sent by any postal means applicable to the following address:

FREE PRIZE DRAW ENTRY
PTA Events Limited
19 Goldington Road
Bedford
Bedfordshire

United Kingdom
MK40 3JY

- e. Postal Entries are limited to 1 entry per postcard. If any additional entries are made, the Postal Entry will be invalidated and automatically discarded.
 - f. Postal Entries must be received no later than 72 hours before the advertised Prize Draw end-date.
 - g. Postal Entries received in the 72 hours prior to the advertised Prize Draw end time or later will not be included in the draw.
 - h. It is the customer's obligation to ensure that the required details are set out in the Postal Entry.
16. Entrants will be issued with a ticket every time they participate in a Prize Draw. The ticket will be stored in the Entrant's customer account under a section named "My Orders" for a period of three months from the Draw Date. Entrants will be able to check the status of the relevant Prize Draw by checking the Prize Draw Page which will display a part of the Winner's name/s.
17. Entrants must be registered customer and have an email address verified by PTA Events.
18. Entrants must not be:
- a. employees or shareholders of PTA Events or its holding or subsidiary companies;
 - b. employees of agents or suppliers of PTA Events or its holding or subsidiary companies, who are professionally connected with the Prize Draw or its administration;
 - c. members of the immediate families or households of (a) and (b) above.
19. By entering a Prize Draw, an Entrant is deemed to confirm that they are eligible to do so and eligible to claim the Prize they may win.
20. PTA Events may require an Entrant to provide proof that they are eligible to enter the Prize Draw.
21. PTA Events will not accept Prize Draw Entries that are:
- a. automatically generated by computer;
 - b. completed by parties on behalf of an Entrant or in bulk; and/or
 - c. have been altered, reconstructed, forged or tampered with.
22. PTA Events reserves all rights to disqualify any Participant if their conduct is contrary to the spirit or intention of the Prize Draw.

The Prize/s

23. Details of the Prize/s for each Prize Draw shall be set out in the relevant Particulars.
24. The Host agrees to transfer the Prize/s to the Winner in accordance with these Conditions.
25. The following items may not be offered as Prizes:
- a. Firearms, knives or other weapons,
 - b. Pharmaceutical items (drugs, medication etc.);

- c. Items where possession of the item is prohibited by law; and
- d. Items that by their nature may be deemed by PTA Events to be inappropriate.

Winner/s

- 26. The Host will end the Prize Draw on the Draw Date. On closure, a Winner/s will be selected randomly by the Platforms automated system. The decision of the automated system shall be final.
- 27. Within one working day of the Draw Date the Host Prize Draw Page will show the status of the Prize Draw including the part of the Winner name/s and ticket numbers.
- 28. Winners will be automatically notified of their prizes via email.
- 29. The Host shall communicate with the Winner to arrange delivery or collection of the Prize. PTA Events shall not be responsible for such communications.
- 30. Delivery of the Prize is not included unless specifically stated in the Particulars.
- 31. The Host is obliged to take all reasonably necessary steps to ensure safe delivery of the Prize to the Winner and is expected to obtain all relevant shipment/collection or delivery receipts in case proof is needed.
- 32. Where a dispute arises between the Host and an Entrant, the parties shall mediate the dispute with the mediation conducted by a mediator under rules that are agreed by the relevant parties. Grounds for a dispute shall be limited to the following:
 - a. the Prize is not as advertised in the Prize Draw Particulars; or
 - b. the Host has failed to take all reasonably necessary steps to ensure safe delivery of the Prize to the Winner.
- 33. Entrants who are not Winners in the relevant Prize Draw shall lose all rights under these Conditions on the Draw Date. A Winner shall lose all rights under these terms when the Prize is delivered or where a mediation relating to the Prize Draw has arisen, when that mediation is concluded.

Limitation of Liability

- 34. To the extent permitted by law:
 - a. PTA Events, its agents or distributors do not owe the Participants any duty of care and they will not in any circumstances be responsible or liable to compensate a Participant or accept any liability for any loss, damage, personal injury or death occurring as a result of using the Platform or participating in a Prize Draw except where it is caused by the negligence of PTA Events, its agents or distributors or that of their employees.
 - b. PTA Events shall not be liable in relation to a dispute between Hosts and Entrants.

Ownership of Prize Draw entries and Intellectual Property Rights

35. The intellectual property rights relating to the Platform are the exclusive property of PTA Events and its licensors. PTA Events does not claim any rights of ownership in the Prize Draws or in the content uploaded by the Participants.
36. The Host agrees that PTA Events may make the Host's Prize Draw available on the Platform.
37. The Host grants PTA Events a non-exclusive, worldwide, irrevocable licence to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the material uploaded by the Host (including any intellectual property rights in such material) sole purpose of making the Prize Draw available on the Platform and for any related purpose. The Host shall indemnify PTA Events (including legal costs) in the event that any third party claims that the use of such material breached that third party's intellectual property rights and shall provide PTA Events with all information requested by PTA Events to defend such a claim.
38. PTA Events reserves the right to remove any content hosted on the Platform for any reason without notice to a Participant.
39. Participants shall accept full responsibility for ensuring any content hosted on the Platform does not infringe a third party's rights, including but not limited to, the infringement of intellectual property rights such as trademarks.
40. Participants represent and warrant that:
 - a. They are not physically located in nor are a resident of a jurisdiction where it is unlawful to host and/or participate in such Prize Draws at the time when you use PTA Events' services;
 - b. Any content shared or uploaded on to the Platform does not violate privacy rights, copyrights, contract rights, intellectual property rights, or any other rights of any third person;

Data Protection and Publicity

41. PTA Events will only process personal information in accordance with the Privacy Policy. The Participants grant PTA Events the right to process their Personal Data to the extent required to run the Platform including its Prize Draw elements.

Unacceptable Behaviour

42. Participants must conform to the Website Terms and Conditions.
43. PTA Events (at its sole discretion) shall be entitled to impose sanctions being limited to the forfeiture of any rights relating to the used of the Platform if PTA Events considers that a Participant has failed to comply with the Website Terms and Conditions. Any such decision will be final and binding.

General

44. PTA Events reserves the right to at its sole discretion without providing a reason to:
 - a. exclude any User from participating in a Prize Draw or using the Platform.
 - b. Hold, void, suspend, cancel, or amend any Prize Draw.

Service Level

45. PTA Events shall use reasonable efforts (but does not guarantee) to ensure that the Platform is available for use for the purposes described in these Conditions but reserves the right to interrupt the operation of the Platform for scheduled maintenance or upgrades, emergency repairs or due to failure of telecommunication services and equipment.

Force Majeure

46. PTA Events or any Host will not be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure is due to a Force Majeure Event.
47. On the occurrence of a Force Majeure Event, PTA Events and any Host shall be entitled to an extension of time for performing any applicable obligations to be determined by PTA Events in their sole reasonable opinion. If the period of delay or non-performance continues for 4 weeks PTA Events may terminate a Prize Draw on two days' written notice to the relevant Host.

Severance

48. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
49. If any provision or part-provision of this Agreement is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Entire Agreement

50. This Agreement constitutes the entire agreement between PTA Events and the Participants and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

No Partnership or Agency

51. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
52. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

Third Party Rights

53. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Conditions of this Agreement.

Governing Law and Jurisdiction

54. These terms and conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
55. Unless specifically set out in these Conditions, the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or their subject matter.