

## **PRIZE DRAW COMPETITION TERMS AND CONDITIONS (“TERMS AND CONDITIONS”)**

These Terms and Conditions are applicable to anyone entering the online prize draw or free postal entry prize draw (“the Prize Draw”) promoted by us, Opera North (the “Charity”). By entering the Prize Draw you (“You”, the “Entrant”) accept these Terms and Conditions and agree to be bound by them. If You do not accept the Terms and Conditions, You should not enter the Prize Draw. To the extent that there is a conflict between these Terms and Conditions and any terms and conditions on the relevant Prize Draw webpage, the terms and conditions on the relevant Prize Draw webpage shall take precedence.

### **1. Prize Draw**

1. The Prize Draw is promoted by the Charity.
2. Givergy Ltd provides the technology and administration for the prize draw.
3. Givergy Ltd shall receive a fee for these services.

### **2. Eligible Entrants**

1. All entrants must be over 18 years old.
2. In entering the Prize Draw, You confirm that You are eligible to enter and to claim the prize. The Charity may require You to provide proof that You are eligible to enter the Prize Draw.

### **3. Prize**

1. Prizes are listed on the relevant prize draw webpage with a description of the prize and the Prize Draw entry fee.
2. The Charity will, wherever possible, provide a representational image of the prize but shall have no liability if it does not do so. All images are subject to copyright of the artist.
3. Descriptions of prizes are provided without a warranty of any kind. In no event shall the Charity (including its employees, affiliates and volunteers) be liable for any claim, demand or damages arising out of or in any way connected with the use by the Entrant of the site, the Prize Draw or their use of a prize.
4. The Charity reserves the right to substitute a prize with an alternative and equivalent prize in its sole discretion if circumstances beyond their control makes it necessary to do so.
5. There is no cash alternative to the prize.
6. The prize is not transferable.

### **4. How to enter**

1. The opening and closing dates and any eligibility rules of the Prize Draw are as specified on the relevant prize draw webpage. These dates will not be extended under any circumstances.
2. Entrants can enter the prize draw by creating an online account and each ticket will count as an entry to the Prize Draw. Entrants may make multiple entries and may enter more than one prize draw at a time. Internet access and a valid email address are required.
3. Free entry route: Entrants can enter for free by post, please see the terms on the relevant prize draw webpage for full requirements and deadlines of receipt. Each letter sent to the address specified in the relevant terms and within the deadline counts as one entry into the prize draw.
4. Please note that these are the only method by which to enter the prize draw. Entries submitted in any other way will not be accepted.
5. All Prize Draw entries received after the closing date are automatically disqualified.
6. On purchase of a ticket, You will receive an email confirmation, which will be accepted as proof of receipt of entry to the Prize Draw.

### **5. How to win**

1. All correct entries will be entered into a draw and the winning entrant will be selected at random by a computer process that produces verifiably random results.

### **6. Personal data**

1. The Charity and Givergy Ltd will process your personal data specifically for the purpose of administering the Prize Draw and for them to contact you at the close of the Prize Draw if you have won, to give full details of your prize and how to arrange or obtain the prize.
2. This is unless we have your consent for marketing purposes. To see our privacy policy here: <https://www.operanorth.co.uk/privacy-policy>

3. Givergy Ltd's payment provider Stripe Inc securely stores your card details and is PCI compliant.

#### **7. Contacting the winner**

1. After the Prize Draw closes the winner will be contacted using the email address or phone number provided by You the Entrant.
2. If a winning Entrant fails to accept their prize for whatever reason within 72 hours of Givergy Ltd or the Charity sending them an email, the prize will be given to a subsequent winning entrant, who will be selected in the same way as the first.

#### **8. Winner announcement**

1. The Charity will announce the name of a winner within 5 days of the Prize Draw closing unless You object under paragraph 12.
2. Each Entrant to the Prize Draw will be notified via email using the email address registered on their account within 72 hours of the prize draw closing whether they have won or lost the prize draw.

#### **9. Eligibility checks.**

1. The Charity or Host reserves the right to verify the eligibility of entrants. The Charity or Host may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Charity or Host is satisfied with the verification.

#### **10. Entrant only.**

1. All entries must be made by the entrant themselves. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using see identities other than their own or any other automated means in order to increase that entrant's entries into the Prize Draw in a way that is not consistent with the spirit of the Prize Draw, that entrant's entries will be disqualified and any prize award will be void.

#### **11. Lost or Damaged entries.**

1. No responsibility is accepted for entries lost, damaged or delayed or as a result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.

#### **12. Publicity**

1. The Charity may make your entry available on its website or other media and can use your surname or county of residence to announce the prize draw winner.
2. If You object to your information being published if You win or want to reduce the amount of information published please contact [enquiries@givergy.com](mailto:enquiries@givergy.com).

#### **13. Dispute**

1. All disputes or complaints relating to the Prize Draw should be referred to the Charity at [enquiries@givergy.com](mailto:enquiries@givergy.com). Please include the details of the Prize Draw, the Charity and the nature of your complaint and Givergy Ltd will respond to Your complaint within 14 days of receipt. If your query or complaint relates to a data protection issue, then please email Givergy's Data Protection Officer at [gdpr@givergy.com](mailto:gdpr@givergy.com),

#### **14. Limitation of Liability**

1. Insofar as permitted by law the Charity will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage or personal injury or death occurring as a result of taking up the prize except where it is caused by the gross negligence of the Charity or their agents, distributors or employees.
2. The Charity acting reasonably reserves the right to void, suspend, cancel or amend the Prize Draw where it becomes necessary to do so.

3. In no event shall the Charity (including their employees, affiliates and volunteers) be liable for any claim, demand or damages arising out of or in any way connected with the entrant's use of the site, the prize draw or their receipt and use or enjoyment of a prize.
4. The Charity will not accept responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, unless such event is caused by negligence of the Charity.

#### **15. Fees**

1. Givergy Ltd will charge a fee of up to 15% of the price of each ticket sold for the marketing and running of the Prize Draw, including to cover any card payment fees and providing the system to enable the Prize Draw to take place. The remaining amount of all entry fees received in the Prize Draw go to the Charity.
2. Upon request, the Charity will make available to entrants a current or final total of contributions made to the Charity.

#### **16. Variation of Terms**

1. The Terms and Conditions current when a prize draw began will apply throughout the prize draw.

#### **17. Third Party Rights**

1. No person who is not a party to an Agreement shall have any right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Agreement.

#### **18. Applicable Law**

1. 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.

#### **19. Refunds Policy**

1. Due to the nature of the prize draws the Charity does not provide refunds for any reason whatsoever. Monies are raised for the Charity and (except for the fee set out in clause 12) go towards the Charity's purpose. However, where there is a valid complaint and the Charity deems that a refund or part refund is appropriate the Charity will liaise directly with the Entrant. All complaints must be referred to the Charity at [enquiries@givergy.com](mailto:enquiries@givergy.com) in the first instance.

#### **20. Shipping Policy**

1. Where delivery of a prize to an Entrant is required then the Charity or Charity will use reasonable endeavours to ship the prize to the Entrant within 21 days of the Prize Draw ending unless otherwise notified by the Charity in the prize description or shipping terms on the prize draw webpage.

#### **21. Questions or concerns**

1. Any questions or concerns should be addressed to the Charity at [enquiries@givergy.com](mailto:enquiries@givergy.com)