

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 Competition ends as set out on the Particulars.
Competition Entry Question	means the competition's entry question.
Conditions	means these conditions as they apply to Competitions.
Draw	means the process of selecting the Winner as described in clause 25
Draw Date	means the day on which the competition 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 into a Competition.
Force Majeure Event	means a force majeure event is an event that 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 a user of the Platform who hosts a competition and offers a Prize/s.
Host's Proceeds	means ninety two and a half percent (92.5%) of the Total Proceeds for organisations on PTA Events free plan and ninety three and a half percent (93.5%) for organisations on PTA Events premium plan.
Opening Date	means the date on which any competition begins as set out on the Particulars.
Participant	means Entrants and/or Winners.
Eligible Entrant	means a ticket that is eligible to be entered into the Prize Draw due to correctly answering the Competition Entry Question.
Particulars	means the section of the Platform relating to the Competition containing the details as required by clause 7.
Platform	means 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 competitions as well as to communicate effectively with their communities;
Privacy Policy	means PTA Event's Privacy Policy which is available at <a href="https://hello.pta-events.com/privacy-policy/">https://hello.pta-events.com/privacy-policy/</a>
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 9930826 and registered address at Abbey House, 282 Farnborough Road, Farnborough, Hampshire, GU14 7NA, United Kingdom.
Service Charges	means fee payable by the Host to use the Competitions section of the Platform being seven and a half percent (7.5%) of the purchase price of a ticket relating to a Competition for organisations on PTA Events free plan and six and a half percent (6.5%) for organisations on PTA Events 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 PTA Events website available at: <a href="https://hello.pta-events.com/terms-conditions/">https://hello.pta-events.com/terms-conditions/</a>

Winner	means a winner based on the Draw
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1. PTA Events owns and operates the Platform and promotes the Competitions. These Conditions apply to Competitions.
2. Participation in Competitions is subject to answering the Competition Entry Question for which reason the Competitions are Prize Competitions and not raffles for the purposes of the Gambling Act 2005 (UK). More details about the laws and regulations on raffles and prize competitions can be found at: [www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk).
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.

#### Competitions

5. Competitions are hosted on the Platform (by a Host) with a view to providing an opportunity for Entrants to win a Prize based on a response to a question. It is a test of skill as only Entrants with correct answers will participate in the draw and therefore be eligible to become a winner.

#### Hosting a Competition

6. Hosts must be physically located in or resident in a jurisdiction where it is lawful to host competitions. Hosts must also be:
  - a. aged 18 years or over;
  - b. hold an email address and
  - c. agree to be bound by these Conditions.
7. Hosts are responsible for providing the Particulars which includes:
  - a. the title of the competition;
  - b. the description of the competition 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 any Competition at any time without reason.
9. Every Competition 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. 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 transferred to the payment account of the relevant Host.
11. Subject to these Conditions, Competitions will run from the Opening Date to the Closing Date inclusive.
12. It will not be possible to hold the Draw if the number of Prizes exceeds the number of Eligible Entrants.
13. It will not be possible to hold the Draw if the Total Proceeds are less than £100/€100. If the Total Proceeds are less than £100/ €100 only the Host's proceeds will be returned if Entrants are refunded. The Service Charges will be retained by PTA Events.

## Entrants

14. Entrants must use the Platform in order to participate in a Competition, provide a response to the Competition Entry Question for the Competition and pay for the number of tickets they wish to purchase using the payment facility incorporated into the Platform.
15. Entrants will be issued with a ticket every time they participate in a Competition. The ticket will be stored in the Entrant's User 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 Competition by checking the relevant ticket. The ticket will show the current status of the draw, and whether the ticket has won a Prize.
16. Only tickets containing the correct answer to the Competition Entry Question will qualify for the Draw.
17. Entrants must be registered Users and have an email address.
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 competition or its administration;
  - c. members of the immediate families or households of (a) and (b) above.
  - d. members of the immediate families or households of the Host for the relevant Competition.
19. By entering a Competition, 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 competition.
21. PTA Events will not accept competition 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 Competition.

## The Prize/s

23. Details of the Prize/s for each Competition shall be set out in the relevant Particulars.
24. The Host agrees to transfer the Prize/s to the Winner/s in accordance with these Conditions.
25. The following items may not be offered as Prizes:
  - a. Houses
  - b. Prohibited weapons, firearms, imitation firearms and ammunition
  - c. Drugs
  - d. Tobacco, smoking or vaping products
  - e. Cosmetic surgery or similar procedures, or
  - f. any other prize that contravenes any other law

## Winners

26. On the Draw Date of a competition a Winner will be selected randomly by the Platform's automated system. The decision of the automated system shall be final.
27. Within one working day of the Draw Date:

- a. the status of the tickets in the Your Orders section of the User's profile will be updated.
  - b. The Host's profile will be updated with the result of the Draw and subject to the Privacy Policy the details of the Winner/s,
28. The Host shall communicate with the Winner to arrange delivery or collection of the Prize
29. Delivery of the Prize is not included unless specifically stated in the Particulars.
30. 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.
31. 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 competition Particulars; or
  - b. the Host has failed to take all reasonably necessary steps to ensure safe delivery of the Prize to the Winner.
32. Entrants who are not Winners in the relevant Competition shall lose all rights under these Conditions on the Draw Date. Winners shall lose all rights under these terms when the Prize is delivered or when their right to claim a Prize expires under clause **Error! Reference source not found.**

#### Limitation of liability

33. 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 on a Competition 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 and envisaged in clause **Error! Reference source not found.**

#### Ownership of competition entries and intellectual property rights

34. 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 Competitions or in the content uploaded by the Participants.
35. The Host agrees that PTA Events may make the Host's competition available on the Platform.
36. 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 purposed of making the Competition 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.
37. PTA Events reserves the right to remove any content hosted on the Platform for any reason without notice to a Participant.
38. Participants shall accept full responsibility for ensuring their chosen username and 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.

39. 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 competitions 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

40. 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 competitions elements.

#### Unacceptable Behaviour

41. Participants must conform to the Website Terms and Conditions.
42. PTA Events (at its sole discretion) shall be entitled to impose sanctions being limited to the forfeiture of any rights relating to the use 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

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

#### Service Level

44. 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

45. 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 Conditions and conditions if such delay or failure is due to a Force Majeure Event.
46. 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:
  - a. terminate a Competition on two days' written notice to the relevant Host; or
  - b. in the instance where a competition has concluded and the Host and or Partner have not yet sent the prize detailed in the competition Particulars to the winning Entrant, PTA Events will allocate the Proceeds (less amounts donated to charity as set out in the Particulars) to the relevant Winner.

#### Severance

47. 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.
48. If any provision or part-provision of this Agreement is deemed deleted under clause 22.1 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

49. 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

50. 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.
51. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

#### Third party rights

52. 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

53. These Conditions 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.
54. 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.