

National Property Draw Property Competition Terms and Conditions

By entering any National Property Draw Property competitions ("**Property Competitions**") you confirm that you have read and understood, and agree to be bound by, the following terms and conditions.

1. **These terms**

- 1.1 **What these terms cover.** These are the terms and conditions which detail how the National Property Draw Property Competitions work.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your entry to a Property Competition. These terms tell you who we are, how the Property Competitions work, how prizes will be awarded, what to do if there is a problem and other important information.
- 1.3 **How they apply** These terms will apply in conjunction with any specific terms contained in individual competition notices (each a "**Competition Notice**"). If there are any differences between these terms and the terms set out in a Competition Notice, the Competition Notice will prevail.

2. **Information about us and how to contact us**

- 2.1 **Who we are.** We are The National Property Draw Ltd, a company incorporated and registered in Scotland. Our company registration number is SC584179 and our registered office is at Hudson House, 8 Albany St, Edinburgh, EH1 3QB, Scotland. We are the **Promoter** of the Property Competitions.
- 2.2 **How to contact us.** Entrants can contact us by writing to us at Hudson House, 8 Albany St, Edinburgh, EH1 3QB, Scotland or via email at contact@tnpd.co.uk.
- 2.3 **How we may contact you.** If we have to contact an entrant we will do so by telephone or by writing to the entrant at the email address provided to us as part of the entry to the Property Competition.

3. **How to enter**

- 3.1 Entrants may enter Property Competitions at www.thenationalpropertydraw.co.uk (the "**National Property Draw Website**") by providing the information requested and by making payment by a method acceptable to the Promoter. Each Property Competition entry requires payment to enter (and an administration fee of £0.25p which is payable per transaction). If, for whatever reason, payment is not received by the Promoter the entry will not be eligible to enter the Property Competition.
- 3.2 A Property Competition will begin on the Opening Date and end on the Closing Date. The Opening Date and the Closing Date will be specified in the relevant Competition Notice. The Promoter reserves the right to extend the Closing Date where unavoidable circumstances beyond the Promoter's control make it necessary (for example if a computer virus affects the operation of the National Property Draw Website). The Closing Date will not be extended simply to allow more time to purchase Property Competition entries.
- 3.3 Each Property Competition entry will be allocated a unique number.
- 3.4 There is a limit on the number of tickets that can be purchased in a single transaction. The maximum amount that can be spent in a single transaction is £99.25 (inclusive of the administration fee).
- 3.5 All entries to a Property Competition are final and, except as set out in these terms (see the section on **Cancellation or Suspension** below), no refunds will be made by the Promoter.
- 3.6 Entries which are received after the Closing Date will not be entered into the Property Competition. The Promoter is not responsible for late, illegible, incomplete, defaced, damaged, corrupt, lost or

delayed entries or for any server, network, internet connection, computer hardware or software failures or errors of any kind. Proof of transmission or posting will not be accepted as proof of receipt. Entries must not be sent through agencies or third parties. **PLEASE BE AWARE THAT IF AN ENTRY IS RECEIVED AFTER THE CLOSING DATE YOU MAY STILL BE CHARGED AN ENTRY FEE (AND AN ADMINISTRATION FEE) WHICH WILL NOT BE REFUNDED.**

4. How the Property Competitions work

- 4.1 All Property Competitions require entrants to exercise skill or judgement or to display knowledge in order to win the prize. Following valid entry to a Property Competition, entrants will be asked either:
- (a) to review a puzzle and provide the correct answer from one of the options provided; or
 - (b) to complete a series of questions and the answers to these questions will produce a key word.

Entrants who submit the correct answer or key word will then be entered into a draw and the winner of the prize will be the individual who has provided the correct answer or key word and whose unique Property Competition entry number is selected first at random from the draw.

- 4.2 Each Property Competition is limited to the Maximum Number of Paid Entries set out in the relevant Competition Notice.
- 4.3 In the event of any dispute regarding these terms (including Competition Notice), the conduct of, the result of and all other matters relating to, the Property Competition, the Promoter's decision shall be final and binding and no correspondence or discussion shall be entered into.

5. Who is eligible to enter a Property Competition?

- 5.1 Each Property Competition is open to all residents of Scotland, England and Wales who are aged 18 years or over on the Opening Date.
- 5.2 Property Competitions are not open to:
- (a) officers and employees of the Promoter;
 - (b) agents, contractors and advisors of the Promoter who are involved in the management, administration or operation of the Property Competitions or any of their respective employees;
 - (c) officers and employees of the NPD Nominated Charity (see paragraph 13.1 (*Charity*));
 - (d) members of the immediate families and households of (a), (b), and (c);
 - (e) anyone else associated with the Property Competitions;
 - (f) residents of any countries other than Scotland, England and Wales; and
 - (g) any non-natural persons such as companies, partnerships and unincorporated associations.
- 5.3 Competition entries that are:
- (a) incomplete; or
 - (b) automatically generated by computer; or
 - (c) completed by third parties; or
 - (d) made on behalf of another person; or
 - (e) received after the Closing Date
- will not be accepted by the Promoter.
- 5.4 Entrants must not make payments to enter the Property Competitions by business card.

- 5.5 Each entrant is responsible for ensuring that they are eligible to enter the Property Competition and, if they are successful, to claim the prize. By entering into a Property Competition, the entrant will be assumed by the Promoter to have legal capacity to do so. The Promoter reserves the right to require an entrant to provide proof that they are eligible to enter the Property Competition and to claim the prize.
- 5.6 An entry to the Property Competition shall only be valid if the entrant has complied in full with these terms and submission of an entry will be taken to mean acceptance of these terms.
- 5.7 The Promoter reserves the right to disqualify an entrant if they are not eligible or if they have failed to comply in any way with these terms. If an entrant is disqualified, the Promoter will send an e-mail to the e-mail address provided to the Promoter advising them of the fact of disqualification and the reason for disqualification. The Promoter's decision shall be final and binding and no further correspondence or discussion shall be entered into by the Promoter.
- 5.8 If an entrant is unable to provide evidence satisfactory to the Promoter that they are eligible to enter a Property Competition on being requested to do so by the Promoter, the entrant will not be able to claim the prize and the Promoter will award the prize to another entrant. The Promoter shall be entitled to operate another prize draw with the remaining contestants and select another winning entry with the correct answer at random using the same method as before.

6. The Prize

- 6.1 Subject to this paragraph 6 and paragraph 7 (*What happens if the Minimum Number of Paid Entries is not met*), the Property Competition prize comprises the prize as detailed in the relevant Competition Notice (the "Prize"). **THE AWARD OF THE PRIZE IS SUBJECT TO THERE BEING THE MINIMUM NUMBER OF PAID ENTRIES. IF THE MINIMUM NUMBER OF PAID ENTRIES IS NOT MET, THE TERMS OF PARAGRAPH 7 WILL APPLY INSTEAD OF THIS PARAGRAPH 6.**
- 6.2 The Promoter assumes no responsibility or liability for the value of the Prize.
- 6.3 Where specified in the Competition Notice, title or registration documents to any parts of the Prize, including purchase receipts, will be made available to the winner. The winner should retain these documents for safe-keeping.
- 6.4 No cash alternative is available to the winner although a cash prize and/or part of the Prize and/or substitute prizes of a lesser specification and value may be awarded instead as explained below.
- 6.5 If there is any material increase in the price of a product comprised in the Prize between the Opening Date and the Closing Date, the Promoter will endeavour to source the same product from a different supplier at or as close as possible to the original price. If the Promoter is unable to do so, the Promoter may award instead the winner the cash value of the original product price as part of the Prize.
- 6.6 The Promoter will use all reasonable endeavours to source and award the products featured in the Prize. If, however, any product is not available after the Closing Date the Promoter shall promptly inform the winner and the winner will instead be awarded the cash value of the unavailable product.
- 6.7 If, for any reason, the winner is not satisfied with the Prize (whether in respect of its condition or otherwise) the winner shall not be entitled to receive the cash equivalent of the value of Prize.
- 6.8 The Promoter will arrange for the delivery of individual prizes forming part of the Prize to the address agreed in writing with the winner. Delivery may be made in more than one instalment and on different dates. The Promoter or its nominated courier will let the winner know of the expected delivery date(s) by phone or e-mail. All deliveries must be signed for by the winner and the winner must make themselves available to accept delivery. Where applicable, and as detailed in the applicable Competition Notice, special arrangements may be made for multiple deliveries of products, for example perishable products, and the winner may be responsible for the cost of delivery.

- 6.9 The Prize shall be non-transferable and non-negotiable by the winner. Once the Prize has been awarded, the winner will be free to dispose of the individual prizes forming part of Prize as they see fit provided that (i) title to any vehicle may not be changed within the first six (6) months' of the winner being registered as the owner; and (ii) alcohol may not be resold.
- 6.10 The winner is responsible for all taxes, fees, costs and expenses which are not expressly specified in these terms. For example, if the Prize includes a car, the winner is responsible for the costs of vehicle tax after the initial period of vehicle tax cover included with all new cars has expired. If the Prize includes a kitchen, the winner is responsible for obtaining and complying with all necessary building warrants and planning permissions.
- 6.11 The winner is responsible for the payment of all on-going charges in respect of the Prize including council tax charges, utility charges, insurance and any service charges. If the Prize includes a car, the winner is responsible for the costs of maintenance and servicing, MOT, insurance and fuel.
- 6.12 The winner should seek independent tax advice in respect of their specific circumstances. For example, if the winner is the owner of another residential property they may be liable to pay an additional dwelling supplement.
- 6.13 If the winner does not spend the entire amount allocated to the prize awarded to the winner, (for example, if the Prize includes a kitchen to the value of £15,000 and the cost of the kitchen is £14,000) the remaining amount will not be given to the winner in cash.
- 6.14 Unless otherwise stated in these terms, the Promoter will select the colours of the products which make up the Prize.
- 6.15 If a Prize includes a gift card, the gift card will be issued subject to its own terms and conditions. Winners are responsible for ensuring that they comply in all respects with the applicable gift card terms and conditions, The Promoter will not be liable to the winner if they do not comply with the terms and conditions or if they lose or damage the gift card.
- 6.16 The Promoter will not provide any product warranty over and above any warranty provided by the retailer or manufacturer. Product warranties may require to be registered or otherwise activated within certain timescales for them to be valid and winners are responsible for attending to this. The foregoing does not affect the winner's statutory rights.
- 6.17 If any prize is defective or damaged through no fault of the winner, the winner should contact the supplier or manufacturer directly for the repair or replacement of the defective or damaged item. Once again, the foregoing does not affect the winner's statutory rights.

7. What happens if the Minimum Number of Paid Entries is not met

- 7.1 **For each Property Competition the awarding of the Prize is subject to the number of paid entries being not less than the Minimum Number of Paid Entries.**
- 7.2 **If, in relation to any Property Competition, at the Closing Date, the number of paid entries received by the Promoter is less than the Minimum Number of Paid Entries, the Promoter may decide, at its discretion,:**
- (a) **to award the Prize; or**
 - (b) **to award a cash prize and/or part of the Prize instead of the entire Prize; or**
 - (c) **to award a cash prize and/or substitute parts of the Prize with prizes of a lesser specification and value.**
- 7.3 **If the Promoter decides to award a cash prize and/or part of the Prize and/or substitute parts of the Prize with prizes of a lesser specification and value, where sixty five per cent (65%) or more of the Maximum Number of Paid Entries have been purchased the value of the Prize shall constitute the equivalent of fifty per cent (50%) of the entry fees received by the Promoter from the paid entries to the Property Competition after deduction by the Promoter**

of the administration fees (£0.25p per transaction). The remaining fifty per cent (50%) of the entry fees received by the Promoter shall be applied as follows:

- (a) fifteen per cent (15%) towards operating costs; and
- (b) thirty-five per cent (35%) towards the making of a charitable donation.

7.4 If the Promoter decides to award a cash prize and/or part of the Prize and/or substitute parts of the Prize with prizes of a lesser specification and value, where less than sixty five per cent (65%) of the Maximum Number of Paid Entries have been purchased the value of the Prize shall constitute the equivalent of sixty five per cent (65%) of the proceeds received by the Promoter from the paid entries to the Property Competition after deduction by the Promoter of the administration fees (£0.25p per transaction). The remaining thirty five per cent (35%) of the entry fees received by the Promoter shall be applied as follows:

- (a) thirty per cent (30%) of the remaining thirty five per cent (35%) shall be applied towards operating costs; and
- (b) seventy per cent (70%) of the remaining thirty five per cent (35%) shall be applied towards the making of a charitable donation.

7.5 If a cash prize and/or part of the Prize and/or substitute parts of the Prize are awarded then depending on the number of paid entries received by the Promoter, the cash prize and/or part of the Prize and/or substitute parts actually awarded may be much less than the value of the entire Prize.

8. Selection of the Winner

8.1 The winner of a Property Competition shall be the entrant with the correct Property Competition answer based on the puzzle provided or key word following completion of a series of questions and whose entry is drawn first at random by the Gambling Commission approved random number generator operated by Sterling Management Centre Ltd. The draw will be made within seven (7) days of the Closing Date.

8.2 If a winner is subsequently disqualified from a Property Competition for any reason or decides, for whatever reason, not to accept the prize at any stage of the process, the Promoter may decide, in its sole discretion, whether a replacement winner should be selected. If so, the Promoter shall be entitled to operate another prize draw with the remaining contestants and select another winning entry with the correct Property Competition answer or key word at random using the same method as before.

9. Notification of the Winner

9.1 The winner shall be notified by e-mail or by telephone (via the e-mail address or the telephone number provided as part of the Property Competition entry) within two (2) days of the draw having been made.

9.2 If, having attempted to contact the winner, the Promoter has been unable to contact the winner within fourteen (14) days of the draw, the Promoter shall be entitled to operate another prize draw with the remaining contestants and select another winning entry with the correct Property Competition answer or key word at random using the same method as before.

9.3 The Promoter shall not be liable if the Promoter has been unable to contact the winner within fourteen (14) days of the Closing Date or if the winner is otherwise unable to claim Prize.

9.4 For each Property Competition the name on the Property Competition entry must match the name of the person claiming the Prize. It is a condition of each Property Competition that the winner must provide the Promoter with:

- (a) proof of their identity satisfactory to the Promoter (for example by providing a copy of their passport and driving licence certified by a solicitor); and

- (b) proof that their Property Competition entry was made using a valid debit or credit account belonging to them (for example by providing a declaration signed by the winner before their solicitor)

before the Prize can be awarded.

10. Transfer of the Prize

- 10.1 The winner shall sign all such documentation required by the Promoter to transfer the Prize to the winner within fourteen (14) days of the prize draw. If the winner fails to do so, the Promoter shall be entitled to operate another prize draw with the remaining contestants and select another winning entry with the correct answer at random using the same method as before. Due to the bespoke nature of some of the prizes, the actual delivery of prizes may take place more than thirty (30) days after the prize draw. The winner will be kept informed of the due date(s) for the delivery of prizes which could be up to nine (9) months in the case of certain items such as luxury cars.
- 10.2 Where applicable, for example in the case of a car forming part of the Prize, the winner shall ensure that the relevant item forming part of the Prize is registered in the relevant register in the name of the winner.

11. Publicity

- 11.1 The name and county of each winner will be posted on the National Property Draw Website following the satisfactory completion of verification checks by the Promoter unless the winner has previously told the Promoter that he or she does not want such information to be published or made available.
- 11.2 Each winner will be invited to take part in other publicity by the Promoter and its agents. If the winner agrees, the Promoter and its agents may use the name and county of each winner and their image and audio and/or visual recordings of them in such other publicity.

12. Cancellation or Suspension

- 12.1 The Promoter may cancel or suspend a Property Competition at any time:
 - (a) to deal with technical problems or make minor technical changes; or
 - (b) to deal with any suspected fraud; or
 - (c) if required to do so by law or regulation; or
 - (d) to update the Property Competition to reflect changes in relevant laws and regulatory requirements; or
 - (e) as a result of the insolvency of any of the Promoter's contractors involved in the management, administration or operation of the Property Competition.
- 12.2 The Promoter will inform entrants by way of notice on the National Property Draw Website to tell them if it will be cancelling or suspending a Property Competition, unless the problem is urgent or an emergency in which case the Property Competition will be cancelled or suspended with immediate effect. If the National Property Draw Website is unavailable for any reason, the Promoter will use social media channels to inform entrants of the cancellation or suspension of a Property Competition.
- 12.3 Except as explained below, if the Promoter has to cancel a Property Competition, the Promoter will return the entry fee paid by each entrant as soon as reasonably practicable by the method the entrant used for payment.
- 12.4 If the Promoter has to suspend a Property Competition for thirty (30) days or more, entrants to that Property Competition may contact the Promoter during the period of suspension to withdraw from the Property Competition and the Promoter will refund the entry fee as soon as reasonably practicable by the method the entrant used for payment.
- 12.5 Where the entry fee is returned, the Promoter will not refund the administration fee paid by entrants. The aggregate administration fee is a cost incurred by the Promoter in operating Property Competition.

12.6 Where the entry fee is returned, the Promoter shall have no further liability to the entrant or to any other person.

12.7 All the proceeds received from Property Competition entries will be held on behalf of the Promoter by its nominated payment services provider until the draw has been made.

13. Charity

13.1 The Promoter has entered into an agreement with the charity set out in the relevant Competition Notice (the “**NPD Nominated Charity**”). In terms of that agreement and following the Closing Date of the Property Competition, the Promoter shall give to the NPD Nominated Charity a percentage of each entry fee received by the Promoter from an entrant towards its charitable purposes as set out in the relevant Competition Notice (the “**Charitable Donation**”).

13.2 If a Property Competition is cancelled or suspended and entry fees are returned to entrants the Promoter will not make a Charitable Donation.

13.3 The total Charitable Donation and the amount actually paid to the NPD Nominated Charity in respect of a Competition will be calculated after the Closing Date and posted on the National Property Draw Website. The Promoter will also confirm the total Charitable Donation made and the amounts actually paid to the NPD Nominated Charity in respect of any Property Competition on being asked to do so.

14. Liability

14.1 The Promoter does not accept any responsibility or liability for any damage, loss, injury or disappointment suffered by any entrant or as a result of accepting any prize. Nothing in these terms shall, however, exclude or limit the Promoter’s liability for death or personal injury occurring as a result of its negligence, its fraud or for any other liability that may not be limited or excluded by applicable law.

15. Recovery of prize

15.1 Except where the Promoter has been negligent in awarding a prize, the Promoter reserves the right to require the return of any prize awarded (whether or not cash) or its monetary equivalent and, if necessary, to take steps to recover any prize or its monetary equivalent if the Promoter becomes aware that a winner was not eligible to receive a prize.

16. Nobody else has any rights under these terms

16.1 These terms are between each entrant and the Promoter. No other person shall have any rights to enforce any of these terms.

17. If a court finds part of these terms illegal, the rest will continue in force

17.1 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18. Which laws apply to this contract and where you may bring legal proceedings

18.1 These terms are governed by Scots law and you can bring legal proceedings in respect of a Property Competition in the Scottish courts. If you live in England or Wales you can bring legal proceedings in respect of a Property Competition in either the Scottish or the English or Welsh courts.

19. Data Protection

19.1 Personal data relating to entrants will be used in accordance with current UK data protection law. Please see the Promoter’s Privacy Policy for further information

<https://www.thenationalpropertydraw.co.uk/docs/privacypolicy.pdf>

- 19.2 The Promoter will retain personal data relating to entrants for a reasonable period (up to 24 months) after the end of the applicable prize draw to allow the Promoter to deal with any queries or longer where necessary to comply with any legal obligation or in order to enforce or apply these terms and other agreements; or to report suspected fraud; or to protect the Promoter's rights, property, or safety and those of its customers or others.

Promoter: **The National Property Draw Ltd**