

Terms and Conditions

- Escaping Experiences t/a One Big Win is a for-profit fundraising platform.
- One Big Win is not a house raffle, charity or lottery. We offer a Prize Draw whilst fundraising for Charity.
- The Prize Draw can be entered via post, no purchase is necessary to win the Prize.
- Free Postal Entry is available by posting to Escaping Experiences Ltd, 6 Hotel Street, Leicester, LE1 5AW.
- Postal Entries are still bound by the Terms and Conditions, if entrants do not agree they cannot enter.
- Customers that purchase online Ticket/s will find their ticket numbers in their online dashboard when they Sign into their account.
- Escaping Experiences Ltd may offer multiple prizes leading up to the main Prize Draw, to help increase entries, and the total charitable donation.
- A proportion of each ticket sale is donated to Charity; therefore, refunds are not permitted after the Prize Draw is closed.
- The Prize Draw start date is 25th December 2020.
- The Prize Draw Closing date is 27th June 2021 at 10:00 GMT, or sooner if the ticket threshold is met.

1. DEFINITIONS

"Promotor" Escaping Experiences Ltd, 6 Hotel Street, Leicester, LE1 5AW.

"Prize Draw" Win a Riverside Penthouse.

"Website" www.onebigwin.co.uk

"Main Prize" Penthouse, River Crescent, Waterside Way. Nottingham, NG2 4RE.

"Question" The question that entrants must answer correctly in order to obtain an opportunity to win the prize.

"Winner" The Entrants chosen at random on or after the closing date will receive the prize in accordance with the specific draw and the terms and conditions.

"Property" Riverside Penthouse is located in Nottingham, United Kingdom.

"Entrants" Any individual over the age of 18 years who enters the Prize Draw through the website as a paid entry or by a free postal entry.

"The Prize Draw Opening Date" 25th December 2020

"The Prize Draw Online Close Date" 27th June 2021 at 10:00 GMT

"The Prize Draw on Postal Close Date" 21st June 2021 at 10:00 GMT

"The Prize Draw Date" approx. 7 days of 27th June 2021

2 GENERAL

- 2.1** In entering the Prize Draw, Entrants will be required to tick on the Website that they have read and accepted these Terms and Conditions and agreed to be bound by them.
- 2.2** By submitting an entry online or by post, Entrants agree to be bound by the Terms and Conditions, if you do not agree you cannot submit an Entry.
- 2.3** No purchase or payment is necessary to enter or win the Prize Draw.

- 2.4 The Promoter shall not be a trustee of any Entry Fees received.
- 2.5 The Promoters reserve the right to make reasonable amendments to these Terms and Conditions at any time, with immediate effect upon publishing such amendments on the Website. Any such amendments shall not prejudice any Entries received prior to the time of such changes.
- 2.6 Each Entrant should retain a copy of these Terms and Conditions as at the date of their Entry for their future reference.

3 HOW TO ENTER

- 3.1 To validly enter the Prize Draw via the website, Entrants must:
 - 3.1.1 Answer the Question correctly
 - 3.1.2 Select the number of tickets to purchase.
 - 3.1.3 Submit personal contact details accurately and in full.
 - 3.1.4 Pay the Entry Fee. The entry fee will qualify you for the Prize Draw.
- 3.2 To validly enter via Free Postal, Entrants must;
 - 3.2.1 Print your full name, phone number, home address, and email address on a piece of paper and enclose it in an envelope with a first-class stamp. Post the completed entry to Escaping Experiences Ltd, 6 Hotel Street, Leicester, LE1 5AW. There is a limit of one entry per outer stamp on a mailing envelope. You must provide all required information to be eligible to enter and win.
 - 3.2.2 Each valid entry made via the Postal Entry will automatically qualify for the Prize Draw. Postal entries will not receive a ticket number and will not receive an online account. All valid postal entries will be entered into the draw via name and phone number.
 - 3.2.3 No mechanically reproduced entries are permitted, and illegible entries are void. Escaping Experiences Ltd is not responsible for late, lost, delayed, inaccurate, incomplete, damaged, postage-due, illegible, or misdirected entries or entries not received by the last day and time of the entry period.
 - 3.2.4 Each Postal Entry will be equivalent to a single entry into the Prize Draw. Automated entries will be disqualified. Postal Entries shall have the same status as Entries paid in cash, except they shall not count towards the calculation of the Minimum Number of paid Entries.
 - 3.2.5 All Postal Entries will become the property of the Promoters on receipt and will not be returned. Entrants via this method will not receive notification of their Ticket.
 - 3.2.6 Postal Entry closes earlier than online entry to ensure all names are successfully entered into the draw.
 - 3.2.7 The Prize Draw postal close date is 21st June 2021 at 10:00 GMT.

4 ENTRIES

- 4.1 Payment of the Entry Fee shall be processed by Sterling Management Centre Ltd t/a Sterling Lotteries or Stripe Payments Europe Ltd.

- 4.2** Card payments shall be subject to the Terms and Conditions found on the website for the respective card processing company.
- 4.3** At the Promoter's sole discretion, the requirement to pay the Entry Fee may be satisfied by redeeming a voucher code or credit under one of its promotional schemes. Entries are credited as non-paid and shall not count towards the calculation of the Minimum Number of Entries.
- 4.4** The Promoter will store and process the Entrant's name and personal information, which will be used for the following purposes:
 - 4.4.1** to notify any Winner that they have won a prize in the Prize Draw.
 - 4.4.2** after a Draw, to post the Winner's name and town of residence on the Website and in publicity about the Prize Draw.
 - 4.4.3** All winners will feature on the promotor's promotional video, website, and social media.
- 4.5** The Promoters will be in no way liable for any failure or inability to make contact with any Entrant due to any errors, omissions, or inaccuracies in the contact details provided by the Entrants or otherwise.
- 4.6** The Promoters will not accept:
 - 4.6.1** responsibility for Entries that are lost regardless of cause. For Example, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - 4.6.2** any other purported proof of entry to the Prize Draw other than as recorded by the Website's systems.
 - 4.6.3** If the entry is illegible, has inaccurate contact details, is lost, delayed, has outstanding postage, or damaged.
 - 4.6.4** Entry or Entries shall be declared void (without any refund being given) if the Entrant engages in hacking or interference with the proper functioning of the Website; any form of fraud (actual or apparent); fraudulent misrepresentation; fraudulent concealment; or amending, or unauthorised use of, any of the code that constitutes the Website.

5 **ELIGIBILITY**

- 5.1** The Prize Draw is open for entry to any individual over the age of 18 and are accepting of the Terms and Conditions.
- 5.2** Those exempt from entry are:
 - 5.2.1** the Promoter, their immediate family, agents, employees, or professional advisers; or
 - 5.2.2** anyone else connected with the development or operation of the Website or the conduct or administration of the Prize Draw in any way, or
 - 5.2.3** the members of the immediate families or households of the above.
- 5.3** The Promoter will not accept free entries via Post that are:
 - 5.3.1** automatically generated
 - 5.3.2** illegible, have been altered, reconstructed, forged, tampered with, or incomplete
- 5.4** The Promoters reserve all rights to disqualify Entrants.

- 5.5** Referrals can be made by any Account holder. Any Referral Entries granted to either the referrer or referral will be treated in the same way as any paid or Postal Entries.
- 5.6** If any Entrant, at any time prior to the end of any Prize Draw, deletes their Account, any Entries held by that Account will also be removed from any draw. Deleting Accounts is different from logging out, which will not remove any Entries. Deleting Accounts removes all entries from all Draw/s and will not be re-instated and/or refunded.
- 5.7** The Promoter reserves the right to disqualify any Entrant (entirely at their own discretion) if there are reasonable grounds to believe the Entrant has acted in breach of any of these Terms and Conditions.

6 **THE PRIZE**

- 6.1** The title of the Prize Draw is "Win a Riverside Penthouse".
- 6.2** The property is located at River Crescent, Waterside Way, NG2 4RE.
- 6.3** Service charge and leasehold ground rent for the facilities will be paid for in full for one year by Escaping Experiences Ltd. Charges thereafter as of January 2021 are approx. £366.00 monthly.
- 6.4** The Property prize will be awarded fully furnished. Furnishings in the marketing campaign may vary.
- 6.5** The Winner of the Prize Draw and any other prizes specified on the website will be awarded in accordance with the Terms and Conditions.
- 6.6** The Draw to determine the Winner of each Prize Draw or the Bonus Game will be made on the draw date.
- 6.7** The winner of the £2000 Refer a Friend Prize Draw will be awarded to the Entrant who has gained the most referral points.
- 6.8** One referral point is awarded to the Entrant if a person successfully purchases ticket/s through the Entrant's personal shared URL. The promoter is not liable for any ticket/s purchased outside of the URL and it is the Entrants' responsibility to ensure the transaction is executed correctly.
- 6.9** The Promoter may, at its sole discretion, and at any time during the Prize Draw extend the closing date by no more than 30 days.
- 6.10** For the property to be awarded, the minimum number of paid transactions needs to reach £660,000.
- 6.11** If by the Closing Date, at least the minimum number of paid transactions has been reached, the Prize Draw will close and on the Draw Date:
 - 6.11.1** there will be a Draw to determine the Winner of the Riverside Penthouse. The prize shall be the Property, the payment of Stamp Duty and one-year payment of ground rent and service charge paid from the date of draw.
 - 6.11.2** The Winner has a period of 10 days to respond to their winning notification before the draw is reopened and awarded to the runner up.
 - 6.11.3** Winners will be contacted by telephone and email.
- 6.12** If by the Closing Date the number of paid transactions has not met the required threshold;

- 6.12.1 the Prize Draw will close, and on the Draw Date 70% (Seventy Percent) of the Net Proceeds from the Prize Draw will be calculated as the Prize. This will then be awarded to the winner.
- 6.12.2 At the Promoters sole discretion, the Property may still be awarded instead of a cash prize. The Promoters decision is final.
- 6.12.3 The £2000 referral winner will be awarded at the sole discretion of the promotor.
- 6.13** The Charitable donation is awarded at 80% of the net proceeds of all ticket sales.
- 6.13.1 Net proceeds means after all of the prize costs, card processing fees and marketing costs are deducted.
- 6.13.2 The remaining 20% of the net proceeds will go directly to the Promotor as their fee.
- 6.13.3 If the ticket threshold for the Prize Draw is not met, a discretionary amount will be paid to the Charitable cause. The Promotor guarantees a minimum donation of 10% of all ticket sales.
- 6.14** If the Winner cannot be contacted by the Promoter within 10 days of their winning status by e-mail and/or, telephone to the contact details submitted in their Entry, the Promoter shall be entitled to award their prize to a New Entrant.
- 6.14.1 In the event that a 'runner up' was drawn on the same day as the Main Prize, the new winner will become the runner up that received the highest prize under the property.
- 6.14.2 The new winner reserves the right to retain their initial prize or swap it for the higher prize. Any remaining prize will re-enter the Prize Draw and be awarded to a new winner.
- 6.14.3 In the event that no 'runner up' is present, a new draw will take place, and the winner will be drawn subject to the Terms and Conditions.
- 6.15** The Promoter shall take all reasonable steps to ensure and preserve the random nature of all Draws but shall not be required to comply with any particular regulatory or other standards in this respect.
- 6.16** The Prize Draw shall be made using random number selection software. The result(s) of any Draw is final.
- 6.17** On the Draw Date, the Promoter shall calculate the Charity Donation based on 80% of the Net Proceeds. The Promoter's calculations of the Charity Donation apportionment are final.
- 6.18** The Winner and any Runner(s) Up will be required to forward a copy of their passport or driving licence together with two utility bills or bank statements (or a combination of the two) dated within the previous three months, to the Promoters to prove their identity and, in the event of an online Entry, a bank statement to prove that their Entry was made using a valid debit/credit card belonging to the Entrant or used with the express authorisation of the cardholder. In the event that the Promoter reasonably believes that there may be a lawful impediment to awarding a prize to a Winner or any Runner(s) Up, the Promoter may suspend making such award until the legal issue is resolved, or if, in the reasonable opinion of the Promoter such issue cannot be resolved, to award that prize to another Entrant.

- 6.19** The Promoter shall not be responsible or liable for any matters arising out of the conduct of the transfer of the Property including without limitation any negligence of any conveyancers or property issues.
- 6.20** Any Stamp Duty Land Tax (SDLT) and contribution to SDLT will only be paid by the promotor to the extent that SDLT is payable. The maximum SDLT that could be payable (if the winner already owns a home) is £35,000.00 (Thirty-Five Thousand Pounds)
- 6.21** The promotor will only contribute up to £3000.00 (Three thousand Pounds) for legal fees for the winner. The Winner will be responsible for all other taxes or charges incurred arising out of the transfer of ownership or occupation of the Property, including council taxes, grounds rents, and service charges.
- 6.22** Service charge and ground rent will be paid for by the Promotor for one year from the Draw date, and not from the transfer or completion date. Payment of charges thereafter are the sole responsibility of the winner.
- 6.23** The Winner shall execute all documents required for the transfer of the Property and take all steps they can to ensure transfer and registration of the Property at the Land Registry within three weeks of the Draw Date.
- 6.24** The Promotor will only communicate with the Winner (or in case of death) the estate holder.
- 6.25** The Winner shall be announced and publicised on the Website and via email marketing campaigns, as well as on One Big Wins associated social media sites, such as Facebook, Instagram and Twitter. Participation is mandatory.
- 6.26** Each Entrant agrees that the usual requirement under the Consumer Protection (Distance Selling) Regulations 2000 for any goods and services ordered online to be supplied within 30 days will not apply to this Prize Draw.
- 6.27** The Promoter reserves the right to suspend or cancel the Draw at any time either before or after Entries have been received. If the Draw is cancelled, the Promoter will return the Entry Fee by cheque or card refund subject to irrecoverable acquiring bank fees (at the Promoter's sole discretion)
- 6.28** Where the Entry Fee is returned, the Promoter shall have no further liability to the Entrant or to any other person.
- 6.29** Without prejudice, the Promoters reserve the right to cancel the Draw in the event that an order is made, or a resolution is passed for the winding up of the Promoter.

7 LIMITATION OF LIABILITY

- 7.1** Promoter liability to each Entrant is limited to the aggregate value of the Entry Fees paid by that Entrant.
- 7.2** Insofar as is permitted by law, the Promoter, their agents or distributors will not in any circumstances be responsible or liable to compensate any Entrant or accept any liability for any loss, damage, personal injury or death occurring as a result of submitting an Entry or in relation to the Property except where it caused by the negligence or fraud of the Promoter, their agents or distributors, or that of their employees.

- 7.3** It is the responsibility of each Entrant (and in particular the Winner) to satisfy him/herself as to the accuracy of any such details and/or any content of the Website. The Promoters accept no liability for errors or omissions contained within the description of the Property or the Property Value or for any other description or specification on the website.
- 7.4** Each Entrant agrees that the usual requirement under the Consumer Protection (Distance Selling) Regulations 2000 for any goods and services ordered online to be supplied within 30 days will not apply to the Prize Draw.