

## **Terms and Conditions**

- Escaping Experiences t/a One Big Win have partnered with Sterling Lotteries to host payment for the draw.
- Sterling Management Centre Limited is an External Lottery Manager (ELM) registered with the gambling commission with over 30 years' experience in running lotteries, raffles, and other charitable gaming prize-led funding activities.
- The Competition can be entered via post, no purchase is necessary to win the Competition. 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.
- Postal Entries will be added to the draw via name and phone number only. Postal Entries will not receive a ticket number or online account.
- Customers that purchase online Ticket/s will find their ticket numbers in their online dashboard when they Sign in to their account.
- Escaping Experiences Ltd may offer multiple prizes throughout the main competition period, full details will be displayed on the website.
- For the property to be awarded, the minimum number of paid transactions needs to reach 660,000.
- In the event that the minimum threshold is not met, a cash prize of 70% will be awarded. Full details below.
- The Competition start date is 25<sup>th</sup> December 2020 and the Closing date is 27<sup>th</sup> February 2021 at 10:00 GMT.
- The Promoter offers an automatic Bonus Game at checkout. This is optional and a choice to opt-out by deletion is available. Escaping Experiences Ltd will not profit from the Bonus cash game and will choose multiple cash winners to share the prize pot. Full details are outlined below.
- The charity selected to receive a 10% net proceed donation from the competition Win a Riverside Penthouse, will be Samaritans charity number 219432.
- Sterling Lotteries in accordance with Barclaycard rules restrict payment from the countries listed in schedule 4.3.1.

### **1. DEFINITIONS**

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

**"Competition"** Win a Riverside Penthouse, Win a Macbook Air, Win £2000 refer a friend.

**"Bonus Game"** Win a cash prize of £3000 this New Years Day

**"Website"** [www.onebigwin.co.uk](http://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 person (not including a limited company, partnership, or Limited liability partnership) who enters the competition through the website as a paid entry or by a free postal entry.

**"The Competition Opening Date"** 25<sup>th</sup> December 2020

**"The Competition Online Close Date"** 27<sup>th</sup> February 2021 at 10:00 GMT

**"The Competition Postal Close Date"** 25<sup>th</sup> February 2021 at 10:00 GMT

**"The Competition Draw Date"** 27<sup>th</sup> February 2021

**"Macbook Air Online Close Date"** 31<sup>st</sup> December 2020 at 10:00 GMT

**"Macbook Air Postal close Date"** 29<sup>th</sup> December 2020 at 10:00 GMT

**"Macbook Air Draw Date"** 1<sup>st</sup> January 2021

**"The Bonus Game Close Date"** 15<sup>th</sup> January 2021 at 10:00

**"The Bonus Game Draw Date"** 15<sup>th</sup> January 2021

## **2 GENERAL**

- 2.1** In entering the Competition, 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 Competition.
- 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 Competition 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** Opt-out of the Bonus Game.
  - 3.1.4** Submit personal contact details accurately and in full.
  - 3.1.5** Pay the Entry Fee. The entry fee will qualify you for the Competition with an option to opt-out of the Bonus Game.
- 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 Competition. 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 Competition 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 MacBook Air postal close date is 29<sup>th</sup> December 2020 at 10:00 GMT.
- 3.2.8 The Competition postal close date is 25<sup>th</sup> February 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 [www.sterlinglotteries.co.uk](http://www.sterlinglotteries.co.uk)
- 4.2 All card payments shall be subject to Sterling Lotteries Terms and Conditions. Sterling Lotteries will require the Entrant's card payment details. Once the Entry is submitted, the Entrant's card payment will be electronically approved, and the Promoter will not retain any records of the Entrant's card details.
- 4.3 Sterling lotteries will not permit transactions from the following countries in accordance with Barclaycard rules;
  - 4.3.1 Belgium, Brazil, Canada, China, Czech Republic, Finland, Hong Kong, Hungary, India, Indonesia, Latvia, Netherlands, Norway, Pakistan, Poland, Portugal, Romania, Russia, Singapore, Sweden, Switzerland, Turkey, United Arab Emirates, United States of America.
- 4.4 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.
- 4.5 The Promoter will store and process the Entrant's name and personal information, which will be used for the following purposes:
  - 4.5.1 to notify any Winner that they have won a prize in the Competition.
  - 4.5.2 after a Draw, to post the Winner's name and town of residence on the Website and in publicity about the Competition.
  - 4.5.3 All winners will feature on the promotor's promotional video, website, and social media.

- 4.6** 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.
- 4.7** The Promoters will not accept:
- 4.7.1** 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
  - 4.7.2** any other purported proof of entry to the Competition other than as recorded by the Website's systems.
  - 4.7.3** If the entry is illegible, has inaccurate contact details, Is lost, delayed, has outstanding postage, or damaged.
  - 4.7.4** 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 Competition to open for entry to any private individual (not a company or business) aged 18 or over and 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 Competition 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 Postal Entries that are:
- 5.3.1** from countries outside of the UK
  - 5.3.2** automatically generated
  - 5.3.3** 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 Competition, 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 Competition is "Win a Riverside Penthouse".
- 6.2** The Property prize will be awarded unfurnished. The furnishings in the marketing campaign do not belong to the Promoter and are solely to show the property and its potential.
- 6.3** Entrants into the Competition will be entered into the following draws;
  - 6.3.1** Win a Riverside Penthouse
  - 6.3.2** Win a MacBook Air
- 6.4** Entry into the Bonus Game is £2.00 (Two Pounds) and is only available at the point of checkout, with an opt-out option by way of deletion. The Bonus Game is only available to paid entrants of the Competition.
- 6.5** The Winner of the Competition and the Bonus Game 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 Competition draw or the Bonus Game will be made on the draw date.
- 6.7** The winner of the £2000 Refer a Friend Competition 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 Competition 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 Competition 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 Competition will close, and on the Draw Date 70% (Seventy Percent) of the Net Proceeds from the Win a Riverside Penthouse Competition will be awarded to the winner. At the Promoters sole discretion, the Property may still be awarded instead of a cash prize. The Promoters decision is final.
  - 6.12.2** The £2000 referral winner will be awarded at the sole discretion of the promotor.
  - 6.12.3** The Win an Apple Mac will be awarded at the sole discretion of the promotor.
- 6.13** The Bonus Game is entered via checkout and holds no relation to the Competition (Win a Riverside penthouse) The Bonus Game is a separate paid competition. Escaping Experiences Ltd does not receive a profit from the Bonus Game. All paid

entries minus any fair operational costs will be placed into a prize pot and distributed to multiple winners.

**6.13.1** First winner/s drawn will receive £3000.00 (Three thousand pounds) as a cash prize. Prizes will cease when the full pot has been awarded.

**6.13.2** In the event of excess funds, not totaling the prize of £3000.00 (three thousand pounds) the excess amount will be awarded to an entrant from the draw.

**6.13.3** The Bonus game threshold is 1550 paid entries. The threshold needs to be met before the first prize can be awarded.

**6.14** If any 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. The new winner will become the next entrant that was initially drawn.

**6.14.1** The winner reserves the right to retain their initial prize or swap it for the higher prize. Any remaining prize will re-enter the Competition draw and be awarded to a new winner.

**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. The Competition and The Bonus Game payments will be verified by Sterling Lotteries who are independent of the Promoter and licensed and regulated by the Gambling Commission. More information about them can be found at <https://sterlinglotteries.co.uk/>

**6.16** The Competition Draws 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 10% 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.
- 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 Competition.
- 6.27** The Promoter reserves the right to suspend or cancel the Competition at any time either before or after Entries have been received. If the Competition 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 Competition 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 Competition.