

Belazu Foundation Raffle Terms & Conditions v3

This Agreement is made on the 12/02/2024 Between Belazu and Parties

This Agreement is between Belazu, a company incorporated and registered in England and Wales with company number 6856765 whose registered office is at 74 Long Drive, Greenfords, UB6 8LZ (the "Organizer") and the individual or entity agreeing to these terms ("Participant").

Background

- (A) The purpose of this Agreement is to set out the terms and conditions ("Terms") under which the Participant may enter the prize draw prize draw ("Prize draw") organized by the Organizer.
- (B) The Organizer intends to conduct the Prize draw and the Participant intends to enter the Prize draw, both parties agreeing to abide by these Terms.
- (C) The Prize draw involves a chance to win one of 20 prizes., and the Participant's entry into the prize draw is subject to the detailed terms set out in this Agreement.
- (D) This Agreement is designed to comply with all relevant UK laws and regulations governing prize draw prize draws, and both parties agree to conduct themselves in accordance with such laws and regulations.

1. Definitions

- 1.1 .In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:
- **Agreement:** The entire contract, including all its sections and appendices.
 - **Organizer:** Belazu, the company or organization conducting the prize draw prize draw.
 - **Participant:** The individual or entity entering the prize draw.
 - **Entry:** The act of participating in the prize draw, as defined in the Entry Procedure section.
 - **Prize:** The reward to be given to the winner of the prize draw.
 - **Winner:** The participant who is selected to receive the prize.
 - **Prize draw:** The prize draw organised by the Organizer.
 - **Terms:** The terms and conditions set out in this agreement.
- 1.2. Any reference in this Agreement to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3. The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. Eligibility Criteria

- 2.1. The prize draw is open to individuals who are at least 18 years of age at the time of entry. If a Participant is under 18 years of age, they must obtain parental or guardian consent to enter and the parent or guardian may be asked to confirm such consent in writing.
- 2.2. The prize draw is open to residents of the United Kingdom only. Participants must provide a valid UK address for delivery of the Prize.
- 2.4. Each Participant is limited to one Entry in the prize draw. Multiple Entries from the same Participant will result in disqualification.
- 2.5. By entering the prize draw, the Participant agrees to comply with these Terms. Failure to comply with these Terms may result in disqualification from the Prize draw.
- 2.6. Any additional eligibility criteria specific to the Prize draw will be stated in the Prize draw announcement or other promotional materials.

3. Entry Procedure

- 3.1. Method of Entry: To enter the prize draw, the Participant must purchase a raffle ticket on <https://belazu.com/shop/belazu-foundationraffle-ticket>. Each ticket purchased forms one entry. Any entries not made in accordance with these instructions will not be accepted.
- 3.2. Entry Period: The raffle will open on 15th March 2024 at 10:00 and close on 26th April at 23:59. Entries received outside of this period will not be considered.
- 3.3. Number of Entries: Each Participant is allowed multiple entries. Each purchase of a ticket constitutes a unique entry into the raffle. Tickets can be purchased individually or in groups of 2, 5, 10, 20, 50 and 100.
- 3.4. Entry Costs: The entry fee is £1 per raffle ticket. No additional payment is required to win a Prize.
- 3.5. Incomplete or Ineligible Entries: Incomplete entries or entries that do not comply with the Terms of this Agreement will not be accepted. The Organizer reserves the right to verify the eligibility of all entries.
- 3.6. Proof of Entry: Proof of sending will not be accepted as proof of entry. Only entries received in accordance with these Terms will be accepted.
- 3.7. Technical Issues: The Organizer is not responsible for any technical issues that may result in an entry not being received for any reason or for entries received which are corrupt or not in accordance with these Terms.

4. Prize Details

4.1. The prizes for the Prize draw are outlined below:

1. Dinner for 4 at Pizza Pilgrims (a voucher for £100)
2. 6 x Gousto boxes over 3 months (2 x boxes each month)
3. 1 x bottle of Maison Mirabeau Pure 2022 Imperial 6L
4. 1 x Manilife bundle including 1 x The Peanut Butter Cookbook, 1 x T-shirt, a jar of each product, 1 x branded spoon and 1 x tea towel
5. Belazu Luxury Hamper
6. A year's subscription to Lucky Saint 20-pack Lucky Saint Superior Alcohol-Free Unfiltered Lager bottles. The winner will receive a delivery each month for a year.
7. 1 x 6 x 70xl case of Hattiers Rum: 3 x Egremont and 3 x Eminence
8. Lunch for 5 at Moving Mountains: 5 x gift cards each valid for one free combo at the Moving Mountains kitchen in Spitalfields. Redeem by 31st August 2024
9. Maldon Sea Salt hamper (Maldon Salt Original and flavoured range, pinch tin set)
10. When in Rome case of 24 cans of Sekko
11. HG Walters BBQ beef steak box
12. A year of Jude's Ice Cream supplied as vouchers
13. 1 x 24 x 125ml MOTH cocktails
14. 2 x cases of Sxollie cider: 8 x Granny Smith 330ml and 8 x Cripps Pink 330ml
15. 12 x 500ml cartons of Freja bone broth: 1 x case chicken borth, 1 x case of beef broth
16. A case of Uncommon wine (8 x 250ml)
17. 2 x cases of Toast Ale beers gift packs including 1x 'Raise a Toast' 20oz glass, 3x Rise Up Lager, 3x Grassroots Pale Ale, 3x New Dawn Session IPA, 1x Changing Tides 0.5% Lager
18. 2 x 750ml El Rayo Tequila
19. 1 x Miso Tasty Red Miso and 1 x Miso Tasty White Miso
20. Kentish Oils Flavoured Rapeseed oil gift set
21. Pattersons set of 6 Kilner Jars
22. Nero Modena Gift Sets
23. Live Music Brunch at Mr Foggs for 2
24. Sapling vodka and gin

4.2. The prizes are subject to the following conditions: resident of the UK, aged over 18. The Organizer reserves the right to impose additional reasonable conditions related to the Prize if necessary.

- 4.3. In the event that the prizes described in Clause 4.1 become unavailable for any reason, the Organizer reserves the right to substitute the Prize with another prize of equivalent value.
- 4.4. The Prize will be delivered to the Winner within 30 days of the Winner being notified. The Organizer or third party supplier will bear the cost of delivering the Prize to the Winner.
- 4.5. There is no cash alternative available. The Prize must be accepted as awarded and is non-transferable.
- 4.6. Any tax implications arising from the receipt of the Prize are the sole responsibility of the Winner. The Organizer accepts no responsibility for any tax implications that may arise from the Prize winnings.

5. Selection and Notification of Winners

- 5.1. Selection Process: The Winner(s) of the Prize draw will be selected at random from all valid Entries received by the Organizer by the closing date. The selection will take place within two working days following the closing date of the Prize draw.
- 5.2. Notification Process: The Winner(s) will be notified by the Organizer email within two working] days of the selection. The notification will include instructions on how the Winner(s) can claim their Prize.
- 5.3. Unclaimed Prizes: If a Winner cannot be contacted or does not claim their Prize within 10 days of notification, the Organizer reserves the right to withdraw the Prize from the Winner and select a replacement Winner.
- 5.4. Publicity: The Winner(s) agree(s) to the use of their name and image in any publicity material related to the Prize draw. Any personal data relating to the Winner(s) or any other entrants will be used solely in accordance with current UK data protection legislation.
- 5.5. Disqualification: The Organizer reserves the right to disqualify any Winner(s) if they have breached any of these Terms, are found to be ineligible, or cannot be contacted or do not claim their Prize within the specified time period.

6. Data Protection and Privacy

- 6.1. Data Collection: The Organizer will collect personal data from the Participant, including but not limited to name, contact details, and any other necessary information for the purpose of managing entries to the Prize draw. The Participant consents to this collection of personal data upon entering the Prize draw.
- 6.2. Data Use: The Organizer will use the collected data for the purposes of managing the Prize draw, contacting winners, and promoting the Prize draw. The Participant consents to this use of personal data upon entering the Prize draw.
- 6.3. Data Storage and Security: The Organizer will store the collected data in a secure storage system, with appropriate measures such as encryption and access controls in place to protect the data from unauthorized access, alteration, or disclosure.
- 6.4. Data Sharing: The Organizer may share the Participant's data with third parties involved in the administration of the Prize draw. The Participant consents to this sharing of personal data upon entering the Prize draw.
- 6.5. Data Retention: The Organizer will retain the Participant's data for a period necessary to fulfil the purposes outlined in this Agreement, after which the data will be deleted or anonymized.
- 6.6. Participants' Rights: The Participant has the right to access their data, request corrections, object to processing, and request deletion of their data in accordance with the Data Protection Act 2018 and GDPR.
- 6.7. Contact Information: Any queries or concerns about the Participant's data should be directed to the Organizer at digital@belazu.com.

7. Intellectual Property Rights

- 7.1. Organizer's Intellectual Property: All intellectual property rights in the Prize draw materials, including any branding or promotional materials used by the Organizer, remain the property

of the Organizer. The Participant is not granted any rights in or to these materials and agrees not to use them without the Organizer's express written permission.

8. Liability and Indemnity

- 8.1. **Limitation of Liability:** Except as expressly set out in this Agreement, the Organizer shall not be liable for any indirect, consequential, or punitive damages arising out of or in connection with the Prize draw, whether based on breach of contract, tort (including negligence), or otherwise, even if the Organizer has been advised of the possibility of such damages. The Organizer's total liability, if any, shall not exceed the value of the Prize.
- 8.2. **Exclusions from Liability:** The Organizer shall not be liable for any failure to comply with its obligations under this Agreement where such failure is caused by something outside its reasonable control, including but not limited to technical failures, unauthorized intervention, or force majeure events.
- 8.3. **Indemnity:** The Participant agrees to indemnify, defend, and hold harmless the Organizer, its affiliates, officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable legal fees, resulting from any violation of this Agreement, or any activity related to the Participant's entry into the Prize draw (including negligent or wrongful conduct).
- 8.4. **Acknowledgement of Risks:** The Participant acknowledges and agrees that their participation in the Prize draw is at their own risk and that, to the extent permitted by law, the Organizer is not liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental, or consequential damages of any kind, whether based in contract, tort, or otherwise, which arises out of or is in any way connected with the Participant's entry into the Prize draw.
- 8.5. **Insurance:** The Participant is responsible for obtaining any insurance they believe necessary or advisable to cover any potential liability or risk associated with entering the Prize draw.
- 8.6. **Compliance with Laws:** The Organizer's liability under this Agreement is subject to compliance with all relevant UK laws and regulations.

9. Termination

- 9.1. **Grounds for Termination:** The Organizer reserves the right to terminate the prize draw at any time if it believes, in its sole discretion, that the prize draw cannot be conducted as specified in these Terms due to circumstances beyond its control, including but not limited to instances of fraud, technical difficulties, or any changes in the applicable laws and regulations.
- 9.2. **Notice of Termination:** In the event of such termination, the Organizer will notify the Participant as soon as reasonably practicable, using the contact details provided by the Participant at the time of entry. The Organizer will also make a public announcement on its website or through other appropriate channels.
- 9.3. **Consequences of Termination:** Upon termination of the prize draw, the Organizer will not be obliged to award any Prizes that have not already been awarded at the time of termination. Any entry fees paid by the Participant will be refunded in full within a reasonable period of time.
- 9.4. **Dispute Resolution:** Any disputes arising out of or in connection with the termination of the Prize draw shall be resolved in accordance with the dispute resolution procedure set out in this Agreement.
- 9.5. **Survival of Terms:** Notwithstanding the termination of the Prize draw, the provisions of this Agreement relating to intellectual property, liability, confidentiality, and dispute resolution shall continue in full force and effect.

10. Governing Law and Jurisdiction

- 10.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

11. Amendments

11.1. Either the Organizer or the Participant (the "Proposing Party") may propose an amendment to this Agreement. Any such proposed amendment must be in writing and delivered to the other party.

11.2. The proposed amendment will only become effective if it is accepted in writing by the other party. The acceptance must be clear and unambiguous, and it must be communicated to the Proposing Party in writing.

11.3. Any amendment to this Agreement will be documented in a written amendment agreement. The amendment agreement will reference this Agreement and clearly state the changes being made. The amendment agreement must be signed by both the Organizer and the Participant to be effective.

11.4. Once signed, the amendment agreement will form part of this Agreement and will have the same legal effect as this Agreement. The amendment will not result in any unfair terms or a breach of this Agreement.

12. Severability

12.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

12.2. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

12.3. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13. Entire Agreement

13.1. This Agreement, including any schedules or annexes attached hereto, constitutes the entire agreement and understanding between the Organizer and the Participant in relation to the subject matter hereof. It supersedes and extinguishes all prior agreements, drafts, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in connection with the subject matter hereof.

13.2. The Participant acknowledges that in entering into this Agreement, it has not relied on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement.

13.3. Any variation to this Agreement shall only be valid if it is in writing and signed by or on behalf of each of the parties.

13.4. The Participant acknowledges that it has read and understood the terms of this Agreement and agrees to be bound by them.

14. Force Majeure

14.1. For the purposes of this Agreement, "Force Majeure Event" means an event beyond the reasonable control of the Organizer including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

- 14.2. The Organizer shall not be liable to the Participant as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.
- 14.3. If the Force Majeure Event prevents the Organizer from providing any of the Services for more than four weeks, the Organizer shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Participant.
- 14.4. The Organizer shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 14.5. If a Force Majeure Event occurs, the Organizer shall notify the Participant as soon as reasonably practicable of the nature and extent of the Force Majeure Event.

15. Waiver

- 15.1. No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 15.2. A waiver of any term, provision or condition of this Agreement shall be effective only if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.
- 15.3. Unless expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.4. Any single or partial exercise of any right, power or privilege under this Agreement shall not preclude any other or further exercise of that or any other right, power or privilege.

16. Notices

- 16.1. All notices under this Agreement shall be in writing and signed by or on behalf of the party giving it.
- 16.2. Any notice or other communication given under or in connection with this Agreement shall be:
- (a) sent by first class post to the address, or emailed to the email address, provided by the other party; and
 - (b) marked for the attention of the relevant party.
- 16.3. Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by first-class post, at 9.00 am on the second Business Day after posting; and
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- 16.4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 16.5. For the purposes of this clause, "writing" shall not include email, and for the avoidance of doubt notice given under this Agreement shall not be validly served if sent by email.