

Dartmoor Foundation (Dartmoor Futures) and DNPA General Terms and Conditions for Prize Draws

These Terms

1. These terms and conditions are the '**General Terms**' which apply to any prize draw promotion (each a '**Promotion**') that the Dartmoor Foundation (trading name Dartmoor Futures) administers. Dartmoor Futures (hereafter DF) is a separately governed and managed charity that enables projects in support of the nature and people of Dartmoor National Park.
2. Each Promotion may also have its own specific terms and conditions ('**Specific Terms**').
3. These General Terms shall apply in addition to any Specific Terms, which may be in place for a Promotion. You should always read these General Terms together with the Specific Terms. If any provisions in the Specific Terms conflict with these General Terms, the Specific Terms will prevail.
4. We may change these General Terms at any time so you should check the Dartmoor National Park Authority (hereafter DNPA) website regularly for any changes. Changes will apply from the date that they are published.
5. By entering any Promotion, you accept that you will be bound by these General Terms and any applicable Specific Terms.

The Promoter

1. The '**Promoter**' of a prize draw promotion is the party legally responsible for administering it. For our Promotions, this will be the Dartmoor Foundation, trading as Dartmoor Futures (charity number 1214513, company number 15880357) as registered in England and Wales. Registered office address Dartmoor Futures, Parke, Bovey Tracey, Newton Abbot, Devon TQ13 9JQ.
2. We may run Promotions in collaboration with other companies or organisations, in which case their details will be set out in the relevant Specific Terms.

Eligibility Rules

1. Unless Specific Terms state otherwise, our Promotions are open to all Great Britain residents, aged 18 years or over.
2. Some Promotions may have a number of additional eligibility requirements and limits, which will be detailed in the Specific Terms.
3. Whether or not all relevant eligibility requirements have been met, prize allocation will always be decided at our sole discretion and we may require

evidence of confirmation from entrants before we award a prize (e.g. confirmation of age 18 years or older).

4. Employees of DNPA, DNPA Authority Members and members of Dartmoor Foundation are not eligible to enter.

How to enter

1. No purchase of any product is necessary to enter a Promotion, unless stated differently in the Specific Terms.
2. The Specific Terms of each Promotions will set out how to enter but set out below are the general entry mechanisms of our Promotions. There is no entry mechanism via any social media platform.
 - **a. Online Promotions:** The prize draw will only follow the online entry method via the Crowdfunder website as advertised. To enter, you will need to visit the relevant Crowdfunder page as advertised by us and follow the instructions set out. You will generally be asked to provide your name and email address and submit your entry after agreeing to the Terms and our [Privacy Policy](#).
 - **b. Purchased Ticket Entry:** Entry can be made by purchasing tickets from an authorised seller. The price of entry is displayed upon the ticket and cannot be altered. Free entry is available as described at point 6 below.
 - **c. Free route of entry:** is only eligible by the terms stated. Postal entry only including name and contact details and clearly marked 'Prize Draw Entry'. Free entry is for the draw; entrant must pay cost of postage. If insufficient postage is paid, no entry will be made. Entry address is: Dartmoor Futures Prize Draw, Parke, Bovey Tracey, Newton Abbot TQ13 9JQ.
3. Unless stated otherwise in the Specific Terms, entrants may not enter on behalf of another person, company or syndicate. Entrants must use their legal name.
4. Entrants may not use automated entry software or any other mechanical or electronic means that permits any person to breach the terms of entry to a Promotion.
5. DF / DNPA take no responsibility for any technical, communication or other problems that might prevent the receipt of the entrant's details and accepts no responsibility for entries which are not visible due to entrants' privacy settings, or incomplete. We cannot enter into correspondence with entrants who experience difficulties with the entry mechanism.

Winning and Prizes

1. Dartmoor Futures or Dartmoor National Park Authority reserve the right to replace any part or whole of a stated prize for an alternative prize of equal or greater value. Prizes are non-transferable and have no cash alternative.
2. The prize winner of a Promotion will be chosen by random draw from all valid entries for that Promotion. The draw will take place within 7 days of the closing date set out in the Specific Terms, or such other time as set out in the Specific Terms.
3. Prize winners will be notified that they have won within 14 days of the date on which the relevant draw has taken place, or such shorter time as set out in the Specific Terms. Unless set out otherwise in the Specific Terms, prize winners will be notified via the email address or telephone number provided by the entrant.
4. If we are unable to contact a winner to award a prize within 28 days of the draw, or such shorter time as set out in the Specific Terms, then the winner forfeits their right to the prize and we reserve the right to pick another winner at random from the remaining entries.
5. Prize winners will need to claim their prize within 2 weeks, or such other term set out in the Specific Terms, of being notified by Dartmoor Futures / Dartmoor National Park Authority that they have won by responding in the manner set out in the notification. If the prize winner fails to do so, they forfeit their right to the prize and we reserve the right to pick another winner at random from the remaining entries.
6. Unless stated otherwise in the Specific Terms, mailable prizes can be sent free of charge to a UK address provided by the winner. Non-mailable prizes will be made available for collection / booking by arrangement. We will not be liable for any prizes which are lost, delayed or damaged for reasons beyond our reasonable control. Further details will be set out in the Specific Terms and/or given to winners when they are notified that they have won.
7. Prizes will only be delivered to an address within the UK. Should a prize winner's contact details change, it is their responsibility to notify us.
8. We reserve the right to request proof of a prize winner's identity in the form of a passport or driver's licence and proof of address. In the event that a prize winner cannot provide us with proof of identity and/or address that is reasonably acceptable to us, we may withdraw the prize and select another prize winner.
9. We make no representation or warranty in relation to any of the prizes provided and we accept no responsibility for any loss, expense or damage which is suffered or sustained in connection with a Promotion, or accepting or using any

part of a prize, except for any liability which cannot be excluded by law, in which case that liability is limited to the minimum allowable by law. Your statutory rights are not affected.

10. We shall not be responsible for any additional expenses incurred by a prize winner in relation to a Promotion or prize.
11. Any stated prize values are at the recommended retail price in Pounds Sterling and are, to the best of our knowledge and belief, correct at the time of printing. We take no responsibility for any fluctuations in prize values.

Publicity and Personal Information

1. Personal information provided by entrants when entering the Promotions will only be used by Dartmoor Futures / Dartmoor National Park Authority for the purposes of administering and fulfilling the Promotions and always in accordance with our published [Privacy Policy](#). Any personal data you provide will be processed in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 and associated laws.
2. In the event that a prize is to be provided by a third party (**‘Prize Provider’**), we may pass on a winner’s details to the Prize Provider to enable them to send their prize directly to the winner or arrange collection / booking. The Specific Terms will set out details of a Prize Provider and their privacy policy.
3. Under the Advertising Standards Authority (ASA) requirements, Dartmoor Futures / Dartmoor National Park Authority (hereafter DF/DNPA) must either publish or make available information that indicates that a valid award took place. To comply with this obligation, DF/DNPA will send the surname and county of a prize winner to anyone who contacts DF/DNPA using the details set out in the Specific Terms within one month after the closing date of a Promotion. If a prize winner objects to their surname and/or county being published or made available, they should notify DF/DNPA of this when responding to the notification email to claim their prize. In such circumstances we must still provide the information to the ASA, if requested.
4. A prize winner may be requested to participate in reasonable publicity arising out of a Promotion.

General

1. DF/DNPA reserve the right to disqualify any entrant who we reasonably believe violates the General Terms or Specific Terms and to require them to return any prize they may have won.

2. If for any reason any Promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of a Promotion, we reserve the right to cancel, terminate, modify or suspend the Promotion and/or to disqualify any individual who (whether directly or indirectly) causes (or has caused) the problem.
3. We may vary these General Terms or any Specific Terms or terminate a Promotion at any time at our absolute discretion if reasonably required to do so. Termination or variation of a Promotion is without liability to any entrant or other person. We will not award the prize if a Promotion is terminated.
4. All our decisions relating to a Promotion are final. No discussions or correspondence with entrants or any other person will be entered into.
5. A failure by DF/DNPA to enforce any of the terms and conditions in the General Terms or Specific Terms in any instance will not give rise to any claim or right of action by any entrant or prize winner, nor shall it be deemed to be a waiver of any of our rights in relation to the same.
6. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.
7. In the event that any provision of these General Terms or any Specific Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.
8. Nothing in these terms shall exclude or limit our liability for death or personal injury caused by use or misuse of any prize or for fraud or for any other liability which cannot be limited or excluded by law or regulation.
9. We cannot guarantee that the services or systems for entering a Promotion, will at all times be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. These services may be suspended temporarily and without notice in the case of any problem with any network or line, system, server, software, or for any technical malfunction or failure, maintenance or repair or for reasons reasonably beyond our control. We do not accept responsibility where all or any part of the service relating to a Promotion is discontinued, modified or changed in any way.
10. These General Terms and any Specific Terms shall be construed in accordance with and governed by the laws of England and Wales.