

Random lottery limited

Draw entry terms and conditions

1. The promotor and who we are

We are random lottery limited trading as and collectively referred to as ("MegaLucks" "we", "us", "our"), a company incorporated in england and wales with company number nnnnnnnnnnnnnnnnnn. Our registered office is at ++++++. We are the "promotor" of the prize draw ("draw") operated at competitions – official site random cars – donate and win cars, money, instant prizes (MegaLucks.com) ("the "website") which means that we are responsible for making sure it runs properly and fairly.

These terms apply to you as the participant of the draw and as our client ("you", "your") and govern how the draw operates.

2. These terms and conditions

2.1. These terms and conditions (the "terms") let you know how we operate each draw and the rules of entry.

2.2. You should always read these terms to make sure you understand them before you enter into any draw.

2.3. We may change these terms from time to time so you should check this page each time you enter into a draw. We will let you know on our website if we have updated our terms and any changes will apply from the date that they are published on our website.

2.4. By entering into any draw you accept that you understand these terms and our privacy policy and agree to be legally bound by them. Our privacy policy may be found here <https://MegaLucks.com/politica-de-confidentialitate/>.

2.5. Should you have any queries, concerns or complaints about a draw then please contact us at [info@MegaLucks.com](mailto:info@MegaLucks.com) or +44 7454 481785.

2.6. If you have any difficulty accessing or entering this promotion, please contact us at [info@MegaLucks.com](mailto:info@MegaLucks.com) or +44 7454 481785.

2.7. If you would like these terms and conditions in another format (for example: audio, large print, braille) please contact us and we will endeavour to provide it.

3. Entry rules

3.1.0 only one account per household is allowed.

3.1. Each draw is open to all persons aged 18 years and over who are resident in england, wales, and scotland.

3.2. By entering into a draw you confirm that:

3.2.1. You are at least 18 years of age;

3.2.2. You have the legal capacity to enter into the draw;

3.2.3. You are complying with all legal requirements in your country of residence with regard to entering this prize competition and prize competitions generally and are lawfully able to enter the draw (and we advise that you seek legal advice and/or check with the relevant authorities in this regard);

3.2.4. You accept these terms and other draw requirements as detailed on our website.

3.3. The following persons are not eligible to enter:

3.3.1. Our employees or workers, or the employees or workers of any company in our group;

3.3.2. Employees or workers of any organisation involved in the operation or administration of the draw including prize suppliers and advertising agencies; and

3.3.3. Members of their immediate families.

3.4. Entries will be void if they:

3.4.1. Do not comply with these terms;

3.4.2. Are incomplete or illegible;

3.4.3. Are postal entries that are sent with the incorrect postage or to the incorrect address;

3.4.4. Are received after the closing date and time of each draw;

3.4.5. Are considered by the promoter to be part of an attempt to manipulate or unfairly influence the outcome of the draw.

3.5. We may ask for proof of age, residence or eligibility. Delay or failure to provide the evidence to our reasonable satisfaction may result in an entry being void or a prize being forfeited.

3.6. Our decision as to whether an entrant (or their entry) is eligible for the draw is final and we are not obliged to provide any reasons for disqualification.

4. How to enter

You can enter this promotion in any of the following ways:

Online complete the entry steps online on our website

At competitions – official site random cars – donate and win cars, money, instant prizes (MegaLucks.com) the cost of entry shall be displayed on our website.

Post you can enter by post but you will first have to register an account with us (see clause 4.1 below).

Please send a postcard with your name, MegaLucks account number, postal address, date of birth, email address and telephone number and the name of the competition you are entering to ++++++.

Valid free entries will be found within the history of your account.

One entry per postcard to each draw.

Postal entries must be received by the closing date and time shown on each draw in order for it to be processed before the draw. Postal entries received after the closing date and time will not be entered into the draw.

4.1. In order to enter a draw you will need to create an account with us via our website. Please follow the on-screen instructions. You must provide us with your name and contact details which must include your email and postal address. It is really important that these details are correct, accurate and up to date so that we can contact you about the draw if we need to. We cannot be responsible or liable to you in this regard if you have provided us with inaccurate information.

4.2. You will create a user name and password for your account. It is your responsibility to keep these details safe and secure and to not choose a password which can be easily guessed, and we are neither responsible nor liable to you in this regard. If you believe that somebody else is using your account, please contact us.

4.3. Once you have paid for each entry you will then receive an email to confirm your entry into the draw together with your draw numbers.

4.4. If you are entering by post, we will allocate a randomly selected available draw number to you.

4.1.5 where the prize is a vehicle:

The promoter will, unless otherwise stated, ensure it comes with a valid MOT (if required);

No insurance is included with the prize and it is the winner's responsibility to ensure the vehicle is adequately insured prior to taking it on the public roads (if it is legal to do so);

The promoter has no responsibility for the prize(s) once it has been delivered. The winner is solely responsible for complying with all relevant laws and regulations relating to the vehicle, its operation and ensuring they operate it in a safe and responsible manner;

No vehicle/road tax is included; and

The winner is solely responsible for ensuring they have all necessary safety equipment and clothing (for example, helmets, boots and gloves) and for wearing them whilst operating the vehicle.

4.5. Please note that when entering the draw either online and/or by post you will not have been deemed to have entered the draw until we have confirmed your entry into the draw by emailing you and by confirmation to your account by logging into your account and checking under the "my account" section. You will then be asked to enter your date of birth to confirm that you are over 18 years of age and that you have read and understood these terms and our privacy policy.

4.6. We reserve the right to refuse or disqualify your entry if we have reasonable grounds to believe that you have acted in breach of these terms and you shall be liable for the return and/or reimbursement of all and any prizes (as defined below) to us.

4.7. We reserve the right to reject entries that are unlawful, indecent, racist, inflammatory, defamatory or which we consider to be otherwise harmful. We also have the right to suspend or cancel your account.

4.8. We accept no responsibility for any late, lost or misdirected entries including but not limited to entries not received due to technical disruptions, network congestion, loss in service of online entry mechanisms, computer error in transit, delay in postal services or any other reason.

4.9. There will only be one draw operating at any one time for each competition.

4.10. The draw will close when the closing date with the count down clock has ended.

4.11. The prize for each draw ("prize") will be displayed on our website.

4.12. There will only be one winner for each draw.

4.13. You must create your online account and only enter the draw on your own behalf. You are not allowed to enter a draw on behalf of anyone else.

4.14. You can enter a maximum number of times as displayed in the description section under the relevant competition.

5. The draw

5.1. Draw numbers will be entered into using google's random number generator or such other random number generator used from time to time. The draw number randomly selected will be deemed the winner of the draw ("winner").

5.2. There will be one winner per draw unless otherwise stated on our website.

5.3. The draw will be performed and streamed via facebook live on our page "random lottery" and/or such other social media platform that we decide.

5.4. The winner will be notified as soon as possible. We shall initially attempt to contact the winner using the email address and contact details you provided at the time of creating your account. It is your responsibility to make sure that the details provided to us are correct and up to date. It is also your responsibility to make sure that an email from us has not gone into your spam or junk email folders. We will not be responsible or liable if you have provided inaccurate details or if you have failed to contact us in response to one of our emails within 5 days from the date of our email to you.

5.5. If we are unable to contact a winner within 5 days (which we may extend at our absolute and sole discretion) from the draw taking place, or the winner fails to respond to us or the winner has breached these terms, the winner will forfeit the prize and the draw will be drawn again from the remaining entries in accordance with clause 5.2 and 5.3 above.

5.6. The winner shall provide us with two valid forms of identification (one of which must be photo identification) prior to receiving any prize. Failure to provide identification which is acceptable to us shall mean that the winner forfeits his entry and prize, and the draw will be redrawn in accordance with clause 5.1 and 5.2 above.

5.7. Following our successful verification of the winner (and we reserve the right to verify the winner in our sole and absolute discretion) we will contact you to arrange the free delivery of your prize to the address in Great Britain as stated on your account.

5.8. We shall endeavour to transfer cash prizes to the winner within 30 days from the date of the draw.

5.9. In all other cases, we will provide the winner with instructions on how to book or obtain their prize.

5.10. Some prizes, including but not limited to bespoke and/or custom made prizes are subject to availability.

5.11. The winner is responsible for any costs or expenses involved in claiming or using the prize other than those that are expressly stated as being included as part of the prize.

5.12. We are not liable for any damage or loss to a prize caused by any third party. If a prize is damaged or fails to be delivered, we have no obligation to provide a replacement prize.

5.13. Winners shall be responsible for all tax and other such charges which could apply as a result of receiving a prize and should seek independent financial advice. We shall have no responsibility or liability to you or any tax authority in this regard.

5.14. The prize may be subject to additional terms imposed by the supplier or other organisation connected to this promotion.

5.15. If necessary due to circumstances beyond our control, we may (at our option) substitute the prize for:

5.15.1. A reasonable equivalent of equal or higher value; or

5.15.2. A cash alternative.

5.16. The prize is for the named winner only and cannot be given or transferred to any other person.

5.17. Partial details of the winner can be obtained by sending an email to us at [info@MegaLucks.com](mailto:info@MegaLucks.com) and will be published at competitions – official site random cars – donate and win cars, money, instant prizes (MegaLucks.com) 6 months after the closing date and time.

5.18. Entrants who do not want their details included on the list of winners referred to above must notify us within a reasonable period of time before the closing date and time of this promotion.

5.19. All winners will be required for post draw publicity which may include interviews with press, the provision or taking of photographs and/or videos for use in press and on social media platforms. Please see our personal information section below. Please note that your current social media profile picture may be displayed on our website under the winners section.

#### 6. Personal information and data protection

6.1. We collect and use personal information that you provide to us when entering a draw and when you visit our website in accordance with our privacy policy. This information will be used by us and our third parties who assist us with the operation and administration of the draw.

6.2. You should read our privacy policy carefully prior to entering into a draw so that our use of your personal information is acceptable to you. We will only ever use your personal information in accordance with our privacy policy.

6.3. By entering into a draw you agree and consent that we may use and/or publish your surname, county, occupation, character, appearance and likeness without any consideration or payment to you in accordance with our privacy policy.

6.4. We shall ensure that we protect your personal information in accordance with the applicable data protection laws including but not limited to the data protection act 2018 and the uk gdpr.

#### 7. Your intellectual property rights and our use of your entry

7.1. You will retain ownership of all intellectual property rights (including copyright) in your entry, but you agree to grant us a licence to use it for any purpose connected to this promotion.

7.2. The licence will last for the duration of the relevant intellectual property right and includes the right for us to:

7.2.1. Edit or modify your entry (including resizing, adjusting the colour and adding elements such as text);

7.2.2. Adapt it or incorporate it into other materials;

7.2.3. Sub-licence it to third parties or companies in our group to use for the purposes described in these terms; and

7.2.4. Republish it (or any version modified in the way described above) on any media anywhere in the world.

7.3. You confirm that your entry:

7.3.1. Is your own original work and does not breach any third party's intellectual property rights (for example, by including a company's trade mark without permission);

7.3.2. Is not defamatory, offensive, threatening, discriminatory, distasteful, pornographic or illegal;

7.3.3. Can be submitted to us and used without breaching any contractual obligation to any person; and

7.3.4. Does not contain anything which may be confidential or commercially sensitive.

7.4. If your entry contains photographs or video images of people, you must ensure that you inform them that you intend to use the material for the purposes of this promotion and obtain their consent.

7.5. We may ask you for evidence of any such consent and reserve the right to disqualify your entry if you are unable to provide it or if we have doubts about its adequacy.

7.6. You are not entitled to any fees for granting the licence and you are not entitled to terminate it unless we agree in writing.

#### 8. Important legal information

It is really important that you pay particular attention to this clause as it contains important legal information.

8.1. Entry into a draw is non-refundable.

8.2. We accept no responsibility for liability to you for reasons outside of our control to include (but not limited to) technical failures, malfunctions, internet accessibility or availability, web congestion, acts or omissions of any service provider, unauthorised intervention, computer virus, tampering, fraud or any other reason which affects the running, integrity, fairness, or administration of the draw in any way and no compensation or damages will be payable to you.

8.3. We reserve the right in our absolute and sole discretion to suspend or cancel or terminate the draw in exceptional circumstances and to disqualify any person from that draw and from future draws who has directly or indirectly caused or who causes the draw to be terminated, cancelled, delayed or suspended.

8.4. We may vary these terms or terminate, cancel, delay or suspend a draw at any time in our absolute and sole discretion if we feel that it is reasonable to do so. If we terminate, cancel delay, or suspend a draw we shall not be liable to you and no compensation will be offered.

8.5. Our decision in relation to any draw is final.

8.6. We give no warranty or guarantee as to the quality, suitability and/or fitness for any particular purpose of any prize. To the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby expressly excluded.

8.7. To the maximum extent permitted by law, we shall not have any liability to you or any winner in connection with or arising from any draw howsoever caused, including costs, expenses, damages and any other liabilities, provided that nothing in this clause shall limit our liability for personal injury or death caused by our negligence.

8.8. Our total maximum aggregate liability to each winner shall be limited to the total value of any one prize.

8.9. Our total maximum aggregate liability for non-winners shall be limited to the amount paid to enter the draw.

8.10. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

8.10.1. Losses that were not foreseeable to you and us when these terms were formed;

8.10.2. Losses that were not caused by any breach on our part;

8.10.3. Business losses; and

8.10.4. Losses to non-consumers.

8.11. Nothing in these terms shall affect your statutory rights.

8.12. If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms.

8.13. If you want to contact us about this promotion or have a complaint, you can reach us by:

8.13.1. Telephone: +44 7454 481785;

8.13.2. Email: [info@MegaLucks.com](mailto:info@MegaLucks.com) ; or

8.13.3. ++++++

8.14. These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and the court in the country where you reside within Great Britain shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.

#### 9. Additional information about our website terms

9.1. The following terms explain how you may use this website and any of its content.

9.2. You should read these terms carefully before using the website. By using the website or otherwise indicating your consent, you agree to be bound by these terms. If you do not agree with any of these terms, you should stop using the website immediately.

9.3. These terms apply to any parts of the website, its functionality and content provided to you free of charge for entertainment purposes only.

#### 10. Using the website

10.1. The website is for your personal and non-commercial use only.

10.2. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the website.

10.3. We make no promise that the website is appropriate or available for use in locations outside of Great Britain. If you choose to access the website from locations outside Great Britain, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.

10.4. We try to make the website as accessible as possible. If you have any difficulties using the website, please contact us using the contact details at the top of this page.

10.5. As a condition of your use of the website, you agree not to:

10.5.1. Misuse or attack our website by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or

10.5.2. Attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website.

10.6. We may prevent or suspend your access to the website if you do not comply with these terms or any applicable law.

#### 11. Registration and password security

11.1. Use of the website requires registration, particularly in order to access your account area of the website.

11.2. We are not obliged to permit anyone to register with the website and we may refuse, terminate or suspend registration to anyone at any time.

11.3. You are responsible for making sure that your password and any other account details are kept secure and confidential.

11.4. If we have reason to believe there is likely to be a breach of security or misuse of the website through your account or the use of your password, we may notify you

and require you to change your password, or we may suspend or terminate your account.

## 12. Infringing content

### 12.1. We will use reasonable efforts to:

12.1.1. Delete accounts which are being used in an inappropriate manner or in breach of these terms; and

12.1.2. Identify and remove any content that is inappropriate, defamatory, infringes intellectual property rights or is otherwise in our reasonable opinion unacceptable to us

When we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.

12.2. If you believe that any content which is distributed or published by the website is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

## 13. Ownership, use and intellectual property rights in the website

13.1. The intellectual property rights in the website and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the website (content) are owned by us and our licensors.

13.2. We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

13.3. Nothing in these terms grants you any legal rights in the website or the content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the website or the content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the website or the content.

13.4. Trade marks: MegaLucks is our trademark. Other trade marks and trade names may also be used on the website or in the content. Use by you of any trade marks on the website or in the content is strictly prohibited unless you have our prior written permission.

## 14. Submitting information to the website

14.1. While we try to make sure that the website is secure, we do not actively monitor or check whether information supplied to us through the website is confidential, commercially sensitive or valuable.

14.2. Other than any personal information which will be dealt with in accordance with our privacy policy, we do not guarantee that information supplied to us through the website will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

## 15. Accuracy of information and availability of the website

15.1. We try to make sure that the website is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the website will be fit or suitable for any purpose. Any reliance that you may place on the information on the website is at your own risk.

15.2. We may suspend or terminate access or operation of the website at any time as we see fit.



15.3. Any content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our website and its content.

15.4. While we try to make sure that the website is available for your use, we do not promise that the website will be available at all times or that your use of the website will be uninterrupted.

#### 16. Hyperlinks and third party sites

The website may contain hyperlinks or references to third party advertising and websites other than the website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms of that third-party site and is at your own risk.

#### 17. Events beyond our control

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; flood, fire, explosion or accident; or epidemics or pandemics.

#### 18. Rights of third parties

No one other than a party to these terms has any right to enforce any of these terms.

#### 19. Variation

19.1. No changes to these terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause.

19.2. We reserve the right to vary these terms from time to time. Our updated terms will be displayed on the website and by continuing to use and access the website following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these terms from time to time to verify such variations.

#### 20. Disputes

20.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

20.2. If a dispute cannot be resolved or you are unhappy with the outcome, you may want to use alternative dispute resolution ("adr"). ADR is a process for resolving disputes between you and us that does not involve going to court.

20.3. If you do not wish to use adr or are unhappy with the outcome of adr, you can still bring court proceedings.

20.4. The laws of England and Wales will apply to these terms. If you want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to these terms.