

# MOUNTS BAY YOUTH FC

## Monthly Lottery — Terms and Conditions

### 1. Introduction

**1.1** The Mounts Bay Youth FC Monthly Lottery (“the Lottery”) is operated by Mounts Bay Youth FC (“the Club”) for the purpose of raising funds to support the Club’s objectives, including the provision of football opportunities, coaching, equipment, facilities, and player development for children and young people.

**1.2** Mounts Bay Youth FC is a non-commercial society established for the purpose of enabling participation in, and supporting, sport. The Club is affiliated to the Cornwall County Football Association (Organisation ID: 114803).

**1.3** The Lottery is conducted in accordance with the Gambling Act 2005 and is registered as a Small Society Lottery with Cornwall Council under the registration number entered below:

**Cornwall Council Registration Number:**

**1.4** The Lottery Promoter is a member of the Club authorised in writing by the Club Committee to act in that capacity.

### 2. Eligibility

**2.1** Participation is open to individuals aged 16 years or over.

**2.2** Persons under the age of 16 may not purchase lottery entries or sell lottery entries on behalf of the Club. It is an offence under the Gambling Act 2005 to invite or allow a child under 16 to enter the Lottery.

**2.3** The Club reserves the right to require proof of age where appropriate, and to withhold any prize and refund the relevant entry fee where an entry is found to have been made by a person under 16.

**2.4** Committee members, coaches, volunteers, parents, guardians, supporters and members of the public may participate, provided they meet the eligibility requirements.

### 3. Lottery Entries

**3.1** Entries shall be available at a cost of £5.00 per number per month unless otherwise determined by the Club Committee. Every entry in a given draw shall be the same price.

**3.2** Each participant shall be allocated one or more lottery numbers.

**3.3** Upon joining the Lottery, each participant will receive written or electronic confirmation of their entry which will state: (a) the name of the promoting society (Mounts Bay Youth FC); (b) the price of the entry; (c) the name and address of the Lottery Promoter; and (d) the date of each draw, or information enabling the date of each draw to be determined. Participants should retain this confirmation.

**3.4** Participants may retain the same lottery number(s) for future draws provided payments remain up to date.

**3.5** Lottery numbers remain the property of Mounts Bay Youth FC and may be reallocated where payments are not maintained.

**3.6** Entry into any draw is conditional upon payment being received before the published draw date.

## **4. Payments**

**4.1** Payments should be made by standing order, bank transfer, direct debit or any other method approved by the Club.

**4.2** It is the responsibility of participants to ensure payments are made on time.

**4.3** Any participant whose payment is outstanding at the draw closing date shall not be included in that month's draw.

## **5. Draws**

**5.1** Draws shall normally take place monthly.

**5.2** The date and method of each draw shall be determined by the Club and publicised to participants.

**5.3** Winning numbers shall be selected using a random and auditable method.

**5.4** The Club reserves the right to postpone a draw where exceptional circumstances arise.

**5.5** The result of each draw shall be final.

## **6. Prizes**

**6.1** Prize values may vary according to the number of entries received.

**6.2** The Club will determine the number and value of prizes for each draw.

**6.3** Prize winners will be notified as soon as reasonably practicable after the draw.

**6.4** Prizes not claimed within six months of notification may be treated as a donation to the Club.

**6.5** In accordance with Schedule 11 of the Gambling Act 2005: (a) no single prize shall exceed £25,000; (b) the total value of entries sold in any single draw shall not exceed £20,000; and (c) the aggregate value of entries sold in any calendar year shall not exceed £250,000.

**6.6** The combined amount deducted from the proceeds of any draw for prizes and reasonable expenses shall not exceed 50% of the proceeds of that draw, in accordance with clause 7.2, and shall in any event not exceed the statutory maximum of 80% under the Gambling Act 2005.

**6.7** Prizes shall not be rolled over between draws.

## **7. Use of Lottery Proceeds**

**7.1** The Lottery is operated solely for the benefit of Mounts Bay Youth FC.

**7.2** A minimum of 50% of the proceeds of each draw shall be applied directly to the purposes of the Club. This exceeds the statutory minimum of 20% required under Schedule 11 of the Gambling Act 2005.

**7.3** Proceeds may be used for:

- Football equipment
- Training facilities
- Pitch hire
- Coaching and development
- Tournament participation
- Club administration
- Other purposes consistent with the Club's objectives

**7.4** Funds shall not be distributed to members, participants, or committee members for personal gain.

## **8. Administration and Compliance**

**8.1** The Club shall maintain records of all entries, payments, draws, prizes and expenses relating to the Lottery.

**8.2** Following each draw, the Club shall submit a return to Cornwall Council within three months, setting out the proceeds of the draw, the amounts deducted for prizes and expenses, and the amount applied to the purposes of the Club.

**8.3** The Club shall pay the annual registration fee to Cornwall Council and shall otherwise comply with all requirements of the Gambling Act 2005 and its registration as a Small Society Lottery.

## **9. Publicity**

**9.1** By entering the Lottery, winners agree that their name and winning number may be published by the Club unless they specifically request otherwise.

**9.2** The Club may announce winners through its website, social media platforms, newsletters, email communications, or team communication channels.

## **10. Data Protection**

**10.1** Personal information collected for the administration of the Lottery shall be used solely for Lottery administration and Club communications where appropriate.

**10.2** Personal data shall be processed in accordance with applicable UK data protection legislation.

**10.3** Participant information will not be sold or disclosed to third parties except where required by law.

## **11. Cancellation and Refunds**

**11.1** Participants may cancel their entry at any time by notifying the Lottery Promoter.

**11.2** Refunds will not normally be issued for draws that have already taken place or for periods during which an entry was active.

**11.3** The Club reserves the right to cancel or suspend the Lottery where necessary to comply with legal or regulatory requirements.

## **12. Liability**

**12.1** The Club shall not be liable for any loss arising from circumstances beyond its reasonable control.

**12.2** The Club’s decision regarding the administration of the Lottery shall be final.

### **13. Complaints**

**13.1** Any complaint relating to the Lottery should be submitted in writing to the Lottery Promoter, Mounts Bay Youth FC, at the address or email entered below:

**Club address:**

**Email:**

**13.2** The Club will investigate and respond within a reasonable period.

### **14. Amendments**

**14.1** Mounts Bay Youth FC reserves the right to amend these Terms and Conditions at any time where necessary for legal, regulatory, or operational reasons.

**14.2** Any material changes will be communicated to participants.

### **15. Governing Law**

**15.1** These Terms and Conditions shall be governed by the laws of England and Wales.

**Approved by the Mounts Bay Youth FC Committee — Version 1.1**

**Date of Adoption:**

#### **Lottery Promoter**

Name:

Date:

Signature:

*Click to sign digitally, or sign by hand if printed*

#### **Club Secretary**

Name:

Date:

Signature:

*Click to sign digitally, or sign by hand if printed*