

Safebreaks Devon CIC

Fundraising Terms and Conditions

Version 3.0 | Effective: July 2026

Welcome to Safebreaks Devon CIC's Fundraising Terms and Conditions. These terms apply to all our fundraising activities, including our online monthly lottery, charity raffles (small society lotteries), fundraising stalls, sales of goods, and donations. We have written this document in plain English so it is easy to understand, while still covering the important legal points. By taking part in our fundraising (buying a lottery or raffle ticket, purchasing from our stalls, or making a donation), you agree to the following terms.

1. Introduction

Who We Are: Safebreaks Devon CIC is a Community Interest Company based in Devon, UK (Company Number 12106234). Our mission is to support adults with additional needs in the community through various services and activities. Fundraising helps us raise vital funds to enhance our services and provide community benefit.

Purpose of These Terms: This document explains the rules and guidelines for participating in our fundraising. It covers our online monthly lottery, in-person raffles, prize information, purchasing from our stalls, making donations, and important legal disclaimers. We want everything to be fair, transparent, and compliant with UK law, so please read these terms before you take part.

2. Raffles and Lotteries

We run raffles and prize draws to raise funds, both in person and online. These are classed as small society lotteries under the UK Gambling Act 2005, and we follow the law closely. The points in this section apply to all our raffles and lotteries. Section 3 sets out additional terms specific to our online monthly lottery.

- **Legal Compliance and Licensing:** Safebreaks Devon CIC is registered with Teignbridge District Council to run a Small Society Lottery in accordance with the Gambling Act 2005 (registration reference TEIR0528). This registration allows us to legally hold raffles and lotteries for fundraising. We operate within the limits set by law; for example, at least 20% of proceeds is applied to the purposes of the society, and we stay within prize limits (no single prize over £25,000).
- **Age Restrictions:** You must be 18 or older to buy a ticket or enter our lotteries. The law permits sales from age 16 for small society lotteries, but we have chosen to set our minimum age at 18 across all our raffles and lotteries as part of our commitment to responsible fundraising. We may request proof of age if we believe a purchaser is under 18. Tickets cannot be purchased for or on behalf of a person under 18. If anyone under 18 is found to have entered, they will be disqualified and any prize win is void, with the ticket price refunded.
- **Ticket Sales and Pricing:** Each ticket is sold at a fixed price, which we will advertise clearly (for example, £3 per ticket). All tickets cost the same, and no discounts or free tickets are

permitted, in line with the requirements of the Gambling Act 2005. Payment for tickets must be received in full before the draw takes place; otherwise the entry is not valid. We will provide a ticket or ticket number for each entry as proof of purchase, so please keep it safe as you may need it to claim a prize.

- **Draw Date and Winner Selection:** We will announce the draw date and method in advance. All valid tickets will be entered into the draw. Winners are selected randomly and fairly. Draws are witnessed or otherwise verifiable to ensure they are impartial; for online draws, the method described in section 3 applies.
- **Winner Notification:** If you win a prize, we will contact you using the details you provided (for example, by phone or email). We may also announce winners publicly (for example, at the event, on our website, or on social media), but only using basic details such as first name and ticket number, in line with privacy laws, and for our online lottery only where you have consented. If you do not wish for any public announcement of your name, please let us know and we will respect that.
- **Unclaimed Prizes:** Please claim your prize promptly. If we cannot contact a winner, or the prize is not claimed within a reasonable time (for example, 28 days from the draw date), we reserve the right to offer the prize to an alternate winner or use it in a future fundraiser. We will make reasonable efforts to reach winners before taking this step.
- **No Cash Alternative:** Prizes are as described in our publicity. We cannot usually offer a cash alternative instead of the stated prize, nor can prizes be exchanged for other items. If a prize becomes unavailable for any reason, we will substitute it with an item of equal or greater value wherever possible.
- **Responsible Gambling:** We are committed to running our raffles and lotteries in a socially responsible way. Please remember that a raffle is a form of gambling. Only spend what you can afford on tickets, and if you need help or information about problem gambling, organisations such as GamCare and BeGambleAware can provide support. Participants who feel they have a gambling problem can exclude themselves from our draws upon request by contacting us using the details in section 9; we will action self-exclusion requests promptly and without question.

3. Online Monthly Lottery

We run a monthly online lottery at safebreaks.co.uk. The terms in section 2 apply, plus the following:

- **How It Works:** Each month we offer one advertised prize. Ticket sales open and close on the dates shown on the lottery page, and the draw takes place on the published draw date, normally around the 25th of each month. Each monthly draw is a separate lottery with its own tickets; tickets do not roll over between draws.
- **Guaranteed Draw:** Every draw takes place on the published draw date regardless of the number of tickets sold. We never extend, postpone, or cancel a draw because of ticket sales. A draw would only ever be cancelled in the force majeure circumstances described in section 7, in which case all tickets for that draw are refunded in full.
- **Ticket Limit:** To keep our lottery fun and responsible, each person may buy a maximum of 20 tickets per draw. We enforce this limit across all purchases made by the same person,

including where the same email address or phone number is used. Purchases that would exceed the limit will be declined or refunded.

- **Maximum Tickets Per Draw:** Each draw has a maximum of 5,000 tickets. If a draw sells out, ticket sales close early and no further entries are accepted. We state the maximum so that entrants always know their worst-case odds of winning.
- **Your Digital Ticket:** When your payment is confirmed, we will email you a confirmation containing your ticket number(s). This email is your ticket and your proof of purchase. It will show the society name (Safebreaks Devon CIC), the promoter's name and address, the ticket price, your ticket numbers, and the draw date. Please keep it safe.
- **Payment:** Payment is taken online by bank payment through our payment provider, GoCardless, using their Instant Bank Pay service. Your payment is made securely from your bank account; Safebreaks Devon CIC does not see or store your bank login or account credentials. Tickets are only allocated once your payment is confirmed. If a payment fails or is not completed, no entry is created. If a duplicate payment is made in error, please contact us promptly and we will refund the duplicate.
- **The Draw:** Winners are selected after ticket sales close using a computerised random selection that is cryptographically secure. The winning ticket number, the date and time of the draw, and the method used are recorded so that every draw is verifiable and impartial. The result is final once recorded, except in the case of a disqualified entry (for example, an entrant found to be under 18), in which case a redraw will take place.
- **Winner Announcement and Archive:** We publish the results of each draw on our website, showing the prize, the draw date, and the winning ticket number. We will only publish a winner's first name if they have consented to this. If a winner prefers not to be named, the result will show the winning ticket number only. We keep a public archive of past draws for transparency.
- **Prize Delivery:** Voucher and experience prizes are normally delivered by email. Physical prizes can be collected from our office in Newton Abbot or delivery arranged with the winner. Section 4 (Prizes and Gift Cards) applies to all prizes.

4. Prizes and Gift Cards

Our lotteries, raffles, and fundraising events offer prizes which may include gift cards, vouchers, experiences, or donated items. The following terms apply to prizes and gift cards:

- **Donated Prizes ("As Is" Condition):** Many prizes are generously donated by supporters or local businesses. We pass them on in good faith, but we do not make any guarantees about the quality or fitness of the prizes. Prizes are provided "as is", meaning we are not giving any additional warranty or promise about the item. For example, if an electronic gadget is a prize, Safebreaks Devon CIC is not responsible if it later does not work as expected or has defects; any such issues would ideally be taken up with the manufacturer or donor if possible.
- **No Liability for Prizes:** To the fullest extent allowed by law, Safebreaks Devon CIC will not be liable for any injury, damage, or loss that results from using a prize won in our lottery or raffle. For example, if you win an experience day or an item, you partake or use it at your

own risk. This does not affect any guarantee or warranty that a manufacturer or provider may offer on the prize itself; it simply means we are not giving additional promises.

- **Gift Cards and Vouchers:** If a prize is a gift card or voucher (for example, a store, hotel, or restaurant voucher), it is subject to the terms and conditions of the issuer. We will do our best to ensure any gift card or voucher given as a prize is valid at the time you receive it, but we cannot guarantee the balance, validity, or expiry date beyond that point. Once the card or voucher is handed over, the responsibility lies with the winner to use it before it expires or as per the issuer's rules. We are not responsible if a gift card prize expires or loses value before you use it, or if the issuer refuses to honour it under their own policies. We encourage winners to use vouchers promptly to avoid any issues with expiration or changes in the issuer's terms.
- **Prize Collection:** Winners are responsible for collecting or arranging delivery of their prizes. Wherever possible, we will hand over prizes at the event or immediately after the draw, or for online draws deliver them as described in section 3. If you are not present at the draw, we will contact you to arrange collection or delivery. Larger items may need to be picked up from our office or another agreed location. We ask that you collect your prize within a set time, usually within 2 to 4 weeks. If you anticipate difficulty in collecting a prize (for example, if you live far away), please inform us and we will try to work out a solution. If a prize remains unclaimed for an extended period (for example, 28 days or more) and we have not been able to make arrangements with you, we may treat it as a donation or re-use it for another fundraising purpose.
- **No Prize Endorsement:** Inclusion of a prize (including gift cards, products, or services) in our fundraiser does not imply our endorsement of that product, service, or the company that provides it. We are thankful for donations, but any views or issues with a prize item are between the winner and the prize donor or issuer.

5. Fundraising Stalls and Sales

We often fundraise by selling items or running stalls (for example, bake sales, craft stalls, bric-a-brac, or merchandise). When you buy something at one of our stalls or sales, the following terms apply:

- **All Sales Are Final (No Refunds for Change of Mind):** Purchases made at our fundraising stalls are considered donations towards our cause, with the item given as a thank-you. We do not offer refunds or returns if you simply change your mind about an item, bought the wrong size, or no longer want it. Please double-check before you buy, as all sales are final. This is in line with general consumer practice that there is no automatic right to return an item if there is no fault and you have just changed your mind.
- **Consumer Rights for Faulty Items:** Your statutory consumer rights are not waived just because this is a charity sale. If any product you purchase from us is faulty, damaged, or not as described, you are entitled to a remedy under the Consumer Rights Act 2015. This means you can return the faulty item to us and we will offer a repair, replacement, or refund as appropriate. We want you to be happy with what you buy, so please let us know if there is an issue.

- **Accuracy of Descriptions:** We try to accurately describe the items we sell, especially second-hand goods. However, many items are donated, and while we visually inspect them, we may not be aware of every detail. We will answer any questions you have about an item to the best of our knowledge. For second-hand items, please expect reasonable wear and tear; all items are sold in the condition as seen.
- **Electrical Goods:** We do not sell second-hand electrical goods unless they have been PAT tested and confirmed safe by a qualified person. Items that have not been tested are not offered for sale at our fundraisers.
- **Food and Drink Sales:** If our stall involves selling food (for example, homemade cakes, treats, or refreshments at an event), we comply with relevant food safety and hygiene regulations. Our volunteers follow proper food handling procedures, and where possible we will label common allergens on homemade items (for example, noting if something contains nuts, gluten, or dairy). However, please be aware of your own allergies and dietary needs; if you have a severe allergy, please consider that home kitchens may handle various allergens, and we cannot guarantee a completely allergen-free environment. By purchasing and consuming food from us, you accept that you do so at your own risk. We recommend consuming food items on the day of purchase or as advised, especially perishable goods.
- **On-site Services at Events:** At some events we may offer small services for donations (for example, face painting or a charity car wash). Where you pay or donate for a service, your statutory rights under the Consumer Rights Act 2015 apply, meaning we will perform any service with reasonable care and skill. We cannot offer additional professional warranties beyond that. We are not liable for minor mishaps that do not fall short of that standard, such as a splash of water during a charity car wash. If something goes seriously wrong, we will correct the issue or refund the donation.

6. Donations

We greatly appreciate every donation we receive. Donations help us continue our community work. By making a donation to Safebreaks Devon CIC, you acknowledge the following:

- **Voluntary Donations:** Donations (whether money or goods) are given voluntarily by supporters who want to help our cause. We assume that when you donate, you are doing so willingly and you have the right to donate that money or item. Once received, donations become the property of Safebreaks Devon CIC, to be used for our community purposes.
- **Non-Refundable:** In general, donations are non-refundable. Because donations are a gift to support our work, we do not typically return donated funds. There may be exceptions in rare cases of error (for example, if a duplicate payment was made by mistake or a bank error), in which case please contact us promptly and we will consider refunds on a case-by-case basis. If you simply reconsider after donating, we are not able to refund, as funds may already have been allocated to projects or committed.
- **Use of Funds:** All donated monies will be used to further the community benefit purposes of Safebreaks Devon CIC. As a Community Interest Company we operate under an asset lock, meaning our assets and funds can only be used for the social objectives of the CIC and not for the personal gain of those running it. Funds go towards our services, activities, and

operational costs that enable us to support adults with additional needs (for example, running community events, paying staff or volunteers, equipment, and facility rentals). We are committed to transparency and can provide general reports on how funds are spent.

- **Receipts and Records:** If you donate online or in a way that requires a receipt (such as a bank transfer or large donation), we will provide an acknowledgement or receipt upon request. For cash donations in person, you can also ask for a receipt from a staff member or volunteer if needed. We keep records of donations in our accounts as required by law.
- **Tax and Gift Aid:** Please note that Safebreaks Devon CIC is a Community Interest Company and not a registered charity. Donations to a CIC are not eligible for Gift Aid or tax relief in the way donations to a registered charity are. This means we cannot reclaim any tax on your donation via Gift Aid, and you (the donor) normally cannot claim a tax deduction for it. Please consult your tax advisor if you have questions about the tax implications of any giving.
- **Donated Goods or In-Kind Support:** If you donate physical items to us (for example, items to sell at a fundraiser or prizes for our lottery), you confirm that you own those items and can legally give them away. We may sell or use donated goods in the best way to support our fundraising. We cannot guarantee to use donated items in a specific way unless agreed. We also reserve the right to decline certain donated goods if they are not suitable (for example, unsafe, in poor condition, or inappropriate for our organisation). We are not able to return donated items, so please ensure you intend to part with them permanently.

7. Liability and Disclaimers

We want everyone to stay safe and have a positive experience with our fundraising. However, we need to make clear what Safebreaks Devon CIC is and is not responsible for. This section limits our liability to the extent allowed by law and explains certain risks you assume by participating:

- **Event Safety and Personal Injury:** We take reasonable steps to ensure that our fundraising events (raffles, fairs, stalls, and so on) are safe and well managed. By attending an event or participating, you accept that you are responsible for your own safety and the safety of any minors with you. Safebreaks Devon CIC will not be liable for any injury, accident, or harm that occurs to you or your property at our events unless it is caused by our negligence or failure to take reasonable care. We strongly encourage all attendees to behave safely and look out for hazards. Nothing in these terms excludes or limits our liability for personal injury or death resulting from our negligence, as that is not allowed under UK law.
- **Limitation of Liability for Loss or Damage:** To the fullest extent permitted by law, we shall not be responsible for any indirect or consequential losses arising from your participation in our fundraising. This means we will not be liable for things such as loss of opportunity, loss of income, personal travel costs, or other costs that are not the direct price you paid us. Any claim against us will be limited to, at most, the amount you directly paid for our product or event. For example, if you bought a £5 item from a stall that turned out to be faulty and somehow caused £100 of incidental damage, we would refund the £5 and where appropriate replace the item, but we would not be liable for the £100 consequential damage, unless the law specifically requires it. Nothing in these terms limits any rights you have under consumer law or other laws that cannot be excluded.

- **Website and Payment Availability:** We aim to keep our website and online lottery available and working smoothly, but we cannot guarantee uninterrupted access. We are not liable if you are unable to buy a ticket because of website downtime, connectivity problems, or a payment failure, although where a fault of ours prevents a paid entry from being included in a draw, we will refund the ticket price.
- **Personal Property:** We are not responsible for personal property that is lost, stolen, or damaged at our events or venues. Please take care of your belongings when attending a fundraiser (for example, keep your purse, phone, and valuables secure). If you misplace something, let us know and we will do our best to help or check lost property, but we cannot compensate you for the loss. If you park a vehicle or bicycle at an event, it is at your own risk; we do not accept liability for damage or theft of vehicles in parking areas we do not control.
- **Third-Party Liability:** Sometimes third parties may be involved in our events or fundraising (for example, a band playing music, a venue owner hosting us, an external caterer providing food, or our payment provider processing transactions). We will do our best to partner with responsible parties, but Safebreaks Devon CIC is not liable for the acts or omissions of third parties that we do not control. Any service or product provided by a third party is subject to that third party's own terms and liability. We will help facilitate resolutions but cannot guarantee third-party performance.
- **Force Majeure:** If we have to cancel, cut short, or change a fundraising event or draw due to circumstances beyond our control (often called “force majeure”), we are not liable for any inconvenience or losses you might experience as a result. Such circumstances include, for example, extreme weather (flood, snowstorm), fire, explosion, acts of God, epidemic or pandemic-related restrictions, serious illness in our team, venue closure, legal restrictions, or any other emergency. In such cases, we will always try to (a) inform participants as soon as possible, (b) reschedule the event or draw or move it online if feasible, or (c) if rescheduling is not possible, refund any pre-paid tickets or stall fees. We will not be responsible for other costs you may have incurred related to the event, for instance travel or accommodation bookings, or any other indirect costs. If an event is cancelled due to our fault or decision (and not force majeure), we will refund any fees for that event.
- **No Warranty for Enjoyment:** We hope you have a great time with our fundraisers and enjoy any prizes or purchases, but we cannot promise that everything will meet your personal expectations. All activities are offered on a “best effort” basis. For example, we cannot guarantee that a particular planned performer will appear at a charity event, or that a workshop will meet every attendee's expectations, although we will do our best.
- **Participant Conduct and Indemnity:** We expect all participants to behave lawfully and respectfully at our events and in our online fundraising. We reserve the right to ask anyone causing disturbance or risk to leave an event, and in serious cases individuals may be banned from future events or draws. You agree to indemnify Safebreaks Devon CIC against any losses, claims, costs, or damages we suffer as a direct result of your unlawful, reckless, or grossly negligent conduct at our events.

8. Privacy and Data Protection

Safebreaks Devon CIC respects your privacy. In the course of our fundraising, we collect some personal data from participants (for example, when you buy a lottery ticket online or make a donation). We handle any personal information in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Safebreaks Devon CIC is the data controller for your information, and is registered with the UK Information Commissioner's Office (ICO) under registration number ZB600155.

- **Data We Collect:** For our online lottery, we collect your name, email address, and phone number when you buy a ticket, together with a payment reference from our payment provider. We do not see or store your bank account login or card details; payment is handled by GoCardless, who act as an independent controller of the payment data they process (see their privacy notice at gocardless.com). For in-person raffles, we usually record a name and a contact method for each ticket sold so we can reach you if you win. For donations, we keep a record of the transaction and the donor's details as provided. If you participate in an event or volunteer, we may also hold emergency contact information or relevant medical information if you provide it (for example, noting food allergies). We aim to collect only what we need for the specific fundraising activity.
- **How We Use Your Data:** We use personal information only for the purposes for which it was given: to run our draws, contact winners, and deliver prizes; to process and acknowledge donations; to keep records for auditing and legal compliance (the Gambling Act 2005 requires us to maintain records of lottery ticket sales and winners for a period, and financial law requires us to document donations); and, where you have opted in, to tell you about our news, future draws, or upcoming events.
- **No Unwanted Marketing:** We will not add you to any mailing list without your clear consent. Buying a lottery ticket or making a donation will never automatically put you on a marketing list. At checkout you will see a separate, optional tick box asking if you would like to hear about future draws and Safebreaks news; it is never pre-ticked, and you can opt out again at any time using the unsubscribe link in any message or by contacting us. We do not sell or share your personal data with third-party companies for marketing purposes.
- **Winner Publication:** If you win, we will ask whether you consent to your first name being published alongside the winning ticket number on our website and social media. If you do not consent, we will publish the winning ticket number only. You can withdraw consent at any time and we will remove your name from the archive.
- **Data Security:** We take reasonable measures to keep your information secure. Digital records are kept on protected systems and secure cloud services accessible only to authorised staff and volunteers. Physical records (such as paper raffle stubs or sign-up sheets) are stored safely and disposed of securely when no longer needed. We limit access to personal data; only those who need to process the data (such as the lottery administrator or treasurer) will see it.
- **Data Retention:** We only keep personal data for as long as necessary. For our online lottery, we remove entrants' contact details (email, phone, and surname) within approximately 90 days of the draw's regulatory return being filed, keeping only the records the Gambling Act 2005 and financial law require, such as ticket numbers, sales totals, and draw results. If you have opted in to marketing, we keep your contact details on our marketing list until you

unsubscribe. Donation records may be kept longer as part of our financial accounts, which we are required by law to keep for a number of years. When data is no longer required, we erase or destroy it in a secure manner.

- **Your Rights:** You have several rights regarding your personal data, including the right to access a copy of the information we hold about you (a Subject Access Request); to ask us to correct inaccurate or out-of-date personal details; to request deletion of your personal data where we no longer need it; to object to or restrict our processing in certain circumstances; and to withdraw consent at any time where we have relied on it. Some records we are required to keep by law cannot be deleted until the required retention period has passed; we will inform you if that is the case.
- **How to Exercise Your Rights:** If you have any questions about your data or wish to make a request regarding your personal information, please contact us using the details in section 9. We will do our best to address your concerns. If you believe we have not handled your data properly, you also have the right to lodge a complaint with the UK Information Commissioner's Office (ICO), the regulator for data protection.
- **Photos and Media:** We may occasionally take photographs or videos at our fundraising events to share the success of the event (for example, posting on our social media or website). We will respect privacy in doing so; we aim to get consent from individuals in photos where practical, especially if a photo focuses on you or your group. We will not tie names to images without permission. If you see a photo of yourself that you would prefer we remove, just let us know and we will take it down. We never sell images or use them in paid advertising without explicit permission.
- **International Transfers:** We will not transfer your data outside the UK or EEA except in compliance with UK GDPR (for example, if we use an email provider or cloud service based abroad, we ensure it meets UK GDPR requirements for data security and transfer).

9. Final Terms and Contact Information

A few general provisions, and how you can reach us if needed:

- **Acceptance of Terms:** By participating in Safebreaks Devon CIC's fundraising activities, including buying an online lottery ticket, you are deemed to accept and agree to these Terms and Conditions. When buying online you will be asked to confirm your acceptance and that you are 18 or over before completing your purchase. If you do not agree, we respectfully ask you not to participate. We strive to make our activities inclusive and enjoyable, so if anything is unclear, please contact us for clarification rather than refusing to join in; we are happy to explain.
- **Changes to Terms:** We may update or amend these Terms and Conditions from time to time. Reasons may include changes in the law, new types of fundraising activities we undertake, or improvements for clarity and fairness. Whenever we make a significant change, we will publish the updated Terms on our website and make them available at events. The date of the latest revision will be noted at the top of the document. Continued participation in our fundraising after changes are made indicates your acceptance of the

new Terms. If we change something mid-activity (for example, mid-draw), we will notify participants of the change directly if it materially affects that activity.

- **Severability:** If any provision of these Terms is found to be unlawful or unenforceable by a court or regulator, that provision will be removed or limited to the minimum extent necessary, and the rest of the Terms will remain valid and in effect.
- **Governing Law:** These Terms and Conditions are governed by the laws of England and Wales. By participating in our fundraising, you submit to the jurisdiction of the English courts for any disputes that might arise.
- **Entire Agreement:** These Terms (together with any specific rules we issue for a particular draw or event, which will be considered incorporated herein) constitute the entire agreement between Safebreaks Devon CIC and participants in relation to our fundraising activities. They supersede any prior informal agreements or communications. Any variation to these Terms must be confirmed by Safebreaks Devon CIC in writing.

Contact Us

If you have questions, concerns, or feedback regarding these Terms and Conditions or any of our fundraising activities, please contact us. We are here to help and to ensure you have a positive experience.

Safebreaks Devon CIC

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Telephone: 01626 367 726

Website: www.safebreaks.co.uk

Promoter: Luke Williams, Managing Director, at the address above.

Company Information

Safebreaks Devon CIC is a Community Interest Company registered in England and Wales under company number 12106234. As a CIC, we operate for the benefit of the community, not private profit, under the asset lock arrangements set by the CIC Regulator. Our Small Society Lottery registration with Teignbridge District Council is held under reference TEIR0528.

Thank you for supporting Safebreaks Devon CIC and taking the time to read our Terms and Conditions. Your participation and contributions make a real difference in our community.