

# St James`s Hospital Foundation Car Raffle 2021/2022

## Terms and Conditions

### 1. Promoter

The promoter is St James`s Hospital Foundation, St James`s Hospital, Dublin 8 (CHY 7269) (the “Promoter”) under licence granted by Dublin Metropolitan District Court on Wednesday, 16 June 2021

### 2. Prize

- 2.1 The first prize is a new Kia Rio valued at €18,350. Please note there are no other prizes available.
- 2.2 The prize does not include road tax or any type of motor insurance.
- 2.3 The prize is not negotiable or transferable to another person. There is no cash alternative for the prize.
- 2.4 The Promoter accepts no responsibility or liability to the winner for any dissatisfaction with the prize. The prize is provided “as is” and the Promoter makes no representation and gives no warranty in respect of the prize.

### 3. How to Enter

- 3.1 The raffle will run from 10 am on Wednesday, 18 August 2021 (the “Opening Date”) to 9.30am on Friday, 17 December 2021 (the “Closing Date”) inclusive.
- 3.2 All competition entries must be received by the Promoter by no later than 9.30am on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 3.3 To enter the raffle:
  - (a) Entrants must verify that they are over the age of 18
  - (b) Entrants must provide first name, surname, email address and telephone number; and
  - (c) Purchase a raffle ticket at the price of €10 , 3 for €20 or 10 for €50 from the Promoter at the address set out in Clause 1 above.
  - (d) Enter the competition online at [www.supportstjames.ie](http://www.supportstjames.ie)
- 3.4 On purchase of a ticket for the raffle draw, all purchasers of tickets are automatically entered. Tickets must be retained as proof of purchase.
- 3.7 By purchasing a raffle ticket through whichever option outlined in Clause 3.3 above entrants agree to be bound by these terms and conditions. Entrants should retain a copy of these terms and conditions for reference.
- 3.8 The Promoter will not accept:
  - (a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
  - (b) proof of posting or transmission as proof of receipt of entry to the raffle.
- 3.9 By entering the raffle, the entrant agrees to take part in any publicity relating to the raffle draw, if invited to participate by the Promoter.

### 4. Eligibility

- 4.1 The raffle draw is open to all persons aged 18 or over at the date of the purchase of the raffle ticket except:
  - (a) employees of the Promoter or its holding or subsidiary companies;
  - (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the raffle or its administration; or

(c) members of the immediate families or households of (a) and (b) above.

4.2 In entering the raffle, the entrant confirms that he/she is eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the raffle.

4.3 The Promoter will not accept raffle entries that are:

- (a) automatically generated by computer;
- (b) completed by third parties or in bulk;
- (c) illegible, have been altered, reconstructed, forged or tampered with;
- (d) photocopies and not originals; or
- (e) incomplete

4.4 There is a limit of 20 tickets per person.

## **5. Winner Selection**

5.1 The winning raffle ticket will be drawn by the Promoter in front of a live audience on Friday, December 17<sup>th</sup> 2021.

5.2 If the writing on the raffle ticket that is drawn from the drum is illegible, another ticket will be drawn in its place.

5.3 The draw will be witnessed by 2 independent people.

5.4 The decision of the Promoter, as to the winners and validity of the entry is final and no correspondence will be entered into.

5.5 The Promoter will contact the winner personally within two weeks of the raffle draw, using the telephone number and/or email address provided with the raffle entry.

5.6 The Promoter must publish or make available information that indicates a valid raffle took place. The winner's name will be announced on the Promoter's website, [www.supportstjames.ie](http://www.supportstjames.ie).

5.7 The Promoter will not enter into correspondence with third parties and will not use alternative contact details to those supplied upon purchase of the raffle ticket.

## **6. How to Claim the Prize**

6.1 Please allow 14 days for delivery of the prize.

6.2 The winner must provide a valid driving licence and proof of insurance on collection.

6.3 The prize may not be claimed by a third party on the winner's behalf.

6.4 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted, or is not available, or has not claimed their prize by December 23<sup>rd</sup> 2021, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.

6.5 The Promoter does not accept any responsibility if the winner is not able to take up the prize.

## **7. Publicity**

Entrants agree and give consent that, if they are the winner, the Promoter will have the right, without additional payment or permission, to use their name for the purposes of announcing the winner of the raffle draw and for related promotional purposes.

## **8. Restrictions**

Individuals who attempt to circumvent the system running the draw in any way will not be eligible to participate in the raffle draw. If there is any reason to believe that there has been a breach of these terms and conditions by an entrant, the Promoter, may in its sole discretion invalidate the relevant entry; exclude the entrant from participating in the raffle and/or disqualify the entrant from the raffle draw.

## **9. Right to modify or cancel**

- 9.1 The Promoter reserves the right in its sole discretion to modify, cancel, terminate or temporarily suspend this raffle at any time without notification and with no liability to any entrant or any third party.
- 9.2 If the raffle draw is not capable of being conducted as specified in these terms and conditions or in the event of a virus, computer bug or unauthorised human intervention or any cause that is beyond the Promoter's reasonable control, the Promoter reserves the right to substitute the prize for another prize of equal value.

## **10. Limitation of Liability**

- 10.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstance be responsible or liable to compensate the winner or accept any liability (under contract, or otherwise under law) for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees.

## **11. Data Protection**

- 11.1 As data controller, the Promoter will only process Entrant's personal data exclusively for the purpose of conducting the raffle unless entrants choose to opt in for marketing purposes. Once the raffle has been completed, the Promoter will remove the entrant's data who have not opted in for marketing purposes within a period of a year.
- 11.2 Entrants agree and give consent that, if they are the winner, the Promoter will have the right to provide their personal data to Kia Liffey Valley for the purpose of realisation of the prize. See also section 5.6 and 7 with regard to announcement of winner.
- 11.3 Entrants data is processed by Blackbaud, the Promoter's data and software provider, in accordance with their agreement.
- 11.4 Entrants Legal Rights:
- (a) Entrants have the following rights as data subjects in accordance with the General Data Protection Regulation ("GDPR") and the Data Protection Act 2018:
- Right to access
  - Right to rectification
  - Right to erasure
  - Right to restrict processing
  - Right to data portability
  - Right to object
- (b) To exercise this rights please contact Fiachra O Riordan, CEO of St James's Hospital Foundation. If any entrants have concerns about the use of their data, please contact Fiachra O Riordan, CEO. If any entrant wishes to make a formal complaint, please contact the [Data Protection Commissioner](#). However, we ask that you raise the matter directly with us first.

## **12. Governing Law and Jurisdiction**

The terms and conditions herein are governed by Irish Law and the parties submit to the exclusive jurisdiction of the Irish Courts.