



## **Scottish MTB Trail Fund: Trek Raffle - Terms and Conditions**

If you feel you have a problem with gambling, please visit <https://www.begambleaware.org>

Scottish Cycling Foundation (SCF), registered charity SC051130. Scottish Cycling's Development Mountain Biking in Scotland department helps manage SCF's mountain biking funds. Developing Mountain Biking in Scotland (DMBinS), also known as the 'Promoters' or 'We', are promoting a small society lottery to raise funds for the Scottish MTB Trail Fund (STF) to help support community-led mountain bike trail development and maintenance projects across Scotland. SCF is registered to operate small society lotteries with Glasgow City Council and authorises Scottish Cycling, and its department – Developing Mountain Biking in Scotland (DMBinS), to promote 'The Raffle' on its behalf.

These terms and conditions apply to the 'Scottish MTB Trail Fund: Trek Bike Raffle' (The Raffle).

1. Entry to the 'The Raffle' is open via this JustGiving page to mainland Great Britain residents (this excludes Northern Ireland, Isle of Man, Channel Islands and BFPO addresses according to Gambling Act 2005) of age 18 and over. By submitting a monetary entry via this JustGiving page, each entrant:
  - i. confirms that they are eligible to do so and are eligible to claim any prize that they may win; and
  - ii. is agreeing to be bound by these terms and conditions.
2. No entries can be sold by or to on behalf of or for a person under the age of 18 years.
3. If an entry is sold unknowingly on behalf of or for a person under the age of 18, he/she will be disqualified from 'The Raffle' and will forfeit his/her prize, and the purchase price will be returned.
4. The cost of each entry is £5. For every £5 submitted via the JustGiving page, one entry into the raffle will be granted. Entrants may purchase more than one entry up to 100 tickets per entrant. Any further monies sent may be treated as a donation and will not be entered into the draw.
5. Proceeds will be sent to the Scottish Cycling Foundation for exclusive use of the Scottish Trail Fund.



6. Payment must be made in advance before an entrant can be entered into the draw. Only entries for which payment has been received in full are eligible to win a prize.
7. Entrants accept that we may be unable to provide refunds or replacement once raffle entries have been purchased.
8. The Promoters may, at their discretion, offer prize options for selected prizes. Prizes are not negotiable or transferable. Images of prizes displayed in marketing materials are for illustrative purposes only. The Promoters reserve the right to replace any prize with an alternative prize of equal or higher value if circumstances beyond their control make it necessary to do so.
9. All entries will be made online. Payments are processed by SCF's trusted partner, Giving.com trading as JustGiving (Registration number: 793668).
10. All ticket entries must be received by midnight on 29<sup>th</sup> October 2025.
11. Any entry monies received after the closing time will be treated as a donation to the Scottish Cycling Foundation's STF, and the tickets will not be entered into the draw.
12. Gift Aid cannot be claimed on raffle ticket monies, but Gift Aid can be claimed on donations.
13. The Promoters will not be responsible for entries that are lost, mislaid, damaged or delayed in transit for any reason, including as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
14. The Raffle draw will take place on Thursday, 30<sup>th</sup> October 2025. The winner will be notified by email or telephone no later than two working days after the date of the draw.
15. The first ticket drawn will win the prize. The winning raffle ticket will be drawn randomly.
16. The result of the raffle draw is final. No correspondence will be entered into.
17. Prizes:
  - i) 1 x First prize: Trek Fuel EXe 8 GX AXS T-Type, in your size (subject to availability).



18. If the prize is unclaimed after the Promoters have made reasonable efforts to contact the winner, it will be offered to another winner drawn at random from the raffle entries.
19. If the prize is unavailable, we reserve the right to substitute a prize of a similar nature and of at least equal value.
20. The decision of the Promoters is final; no correspondence will be entered into.
21. The Promoters may reject any application without giving a reason at their absolute discretion.
22. The Promoters' decisions made pursuant to these rules shall, once made, be final and binding.
23. Any queries, complaints or disputes relating to The Raffle should be made in writing via email to: [stuart.mccuedick@scottishcycling.org.uk](mailto:stuart.mccuedick@scottishcycling.org.uk)
24. Nothing in these terms and conditions shall limit the Promoters' liability for death or personal injury caused by its negligence, fraud, or for any other matter for which liability may not be limited by law.
25. The Promoters are not liable to entrants for:
  - i) Loss or damage, including the right to receive a prize, suffered by entrants if entrants have not complied with these rules, ANY RELEVANT PARTICIPATION INSTRUCTIONS OR THE RULES AND REGULATIONS OF THE Gambling Commission under legislation laid down in the Gambling Act 2005.
  - ii) Any delays or failures in the banking system used by entrants
  - iii) the loss, theft, delayed receipt of or damage to any communication or entry,
  - iv) The Promoters' failure or inability to contact entrants and/or award any prize due to any errors, omissions or inaccuracies in the contact or bank details entrants have provided or entrants' failure to update these if they change,
  - v) loss or damage incurred by any entrant in connection with or arising from the use of the prizes or participation in The Raffle,
  - vi) Any delays or failures in the JustGiving website or any software, hardware or any other systems used by the Promoters for the administration of The Raffle, or
  - vii) Any failure or delay beyond the Promoters' reasonable control.



26. The Promoters are not liable to entrants in contract, tort (including but not limited to negligence) or otherwise in connection with The Raffle for loss of revenue, contract, profits, anticipated savings or loss of data, any special, indirect, consequential losses, or loss of goodwill or reputation.
27. All warranties, conditions, and guarantees relating to The Raffle made by or on behalf of a Promoter, whether express or implied by law, course of dealings or otherwise, are excluded to the maximum extent permitted by law.
28. Any liability of the trustees of the Scottish Cycling Charitable Foundation arising out of this raffle or matters connected with it shall be limited to the value of the assets in the Scottish Cycling Foundation's possession at the time.
29. Employees of the Scottish Cycling Foundation and/or Scottish Cycling are excluded from entering The Raffle.
30. The Promoters will use entrants' information to enable them to take part in The Raffle.