**MEDWAY COUNCIL**

**THE DISTRIBUTION OF COMPLEMENTARY GILLINGHAM FOOTBALL CLUB TICKETS**

**(the “Distribution”)**

**TERMS AND CONDITIONS**

1. **THE PROMOTER**
   1. The Promoter is: Medway Council of Gun Wharf, Dock Road, Chatham, Kent ME4 4TR.
2. **DEFINITIONS**

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| **“Eligible Charity or Group”** | A registered charity, a sporting group, a voluntary organisation, a Scouting or other such organisation, or any other group or organisation within Medway that the Promoter deems as falling within this definition. |
| **“Charitable Purpose”** | As defined within the Charities Act 2011, as may change from time to time. |
| **“Relevant Function”** | Any function that is performed for the benefit of persons ordinarily resident within the area of Medway, England. |
| **“Hashtag”** | A word or phrase preceded by a hash mark (#), used within a message or publication on social media which is used to identify a keyword or topic of interest and facilitate a search for it. |
| **“Ground Regulations”** | The Regulations at the Medway Priestfield Stadium, the Rules and Regulations of FIFA, UEFA, The Football Association and The Football League as may change from time to time. |
| **“Announcement Date”** | Means the first working day of the month, or as otherwise determined by the Promoter from time to time and subject to the completion of internet fraud checks. |
| **“Opening Date”** | The 1 August 2018 (01.08.2018), at 10:00am. |
| **“Closing Date”** | The 1 March 2019 (01.03.2019), at 12:00 noon. |
| **“Looked after Children”** | As defined in the Children Act 1989, as may change from time to time. |
| **“Vulnerable Adults”** | A person who is or may be in need of community care services by reason of disability, age or illness; and is or may be unable to take care of or is unable to protect himself or herself against significant harm of exploitation. |
| **“Applicant”** | An Eligible Charity or Group, or school, that has submitted a valid entry to this Distribution of Tickets. |
| **“Successful Applicant”** | Means the Eligible Charity or Group, school, or other eligible group or organisation as may be determined by the Promoter, whose expression of interest was drawn in the blind ballot. |
| **“Allocation”** | The awarding of a Ticket to an Applicant. |
| **“Ticket”** | Means a match day ticket for a league game at the Medway Priestfield Stadium. |

1. **THE DISTRIBUTION** 
   1. The title of the Distribution is The Distribution of Complementary Gillingham Football Club Tickets.
   2. The purpose of the Distribution is to fairly distribute fifty (50) complimentary Tickets using a blind ballot.
2. **HOW TO ENTER**
   1. The Distribution will run from the Opening Date to the Closing Date inclusive, although Tickets may be redeemable after this period.
   2. All Distribution entries must be submitted in accordance with the procedure outlined in condition 4.3 and received by the Promoter by no later than twelve (12) noon on the Closing Date. All Distribution entries received after the Closing Date are automatically disqualified.
   3. To enter the Distribution:
3. Send a completed online expression of interest form, which can be found online at <https://www.medway.gov.uk/xfp/form/142>, together with an official email address for the Applicant’s Eligible Charity or Group and School, and any other information deemed necessary by the Promoter or by you, prior to the Closing Date.
4. The Promoter will confirm receipt of the completed expression of interest formby an automated email response.
5. A valid entry will be entered into the blind ballot for all available Tickets for the remainder of the season, subject to condition 8.
   1. The draw will be conducted, so far as possible, at the Promoter’s office in Medway by a briefed member of staff on the first working day of the month for the duration of the Distribution. All valid expressions of interest received until that date, prior to the Closing Date, will be entered into the draw for Tickets the following month. Draws are conducted using a blind draw.
   2. No purchase is necessary and there is no charge to register for use of the website.
   3. The Promoter will **not** accept:
6. Responsibility for Distribution 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
7. Proof of posting or transmission as proof of receipt of entry to the Distribution.
   1. By submitting a Distribution entry, you are agreeing to be bound by these terms and conditions.
   2. For help with entries, please contact the Promoter by email at [GFCTickets@medway.gov.uk](mailto:GFCtickets@medway.gov.uk) or visit the Distribution website: [www.medway.gov.uk/gfcTickets](http://www.medway.gov.uk/gfctickets).
   3. Please see [www.medway.gov.uk/gfcTickets](http://www.medway.gov.uk/gfctickets) for a copy of these Distribution terms and conditions.
8. **ELIGIBILITY**
   1. The Distribution is open to any Eligible Charity or Group which performs its Charitable Purpose or other Relevant Function for persons ordinarily resident within the area of Medway in England, or a school, and of whom the representative is at the time of making their application to enter this Distribution aged 18 years or over, except where they are:
9. Employees of the Promoter or its holding or subsidiary companies;
10. Employees of agents of or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the Distribution or its administration; or
11. Members of the immediate families or households of (a) and (b) above, unless:
12. Those persons within the scope of 4.1(c) are members of an eligible charity or group as defined at condition 2.
    1. The Distribution is open to organisations who represent Looked after Children and Vulnerable adults who are ordinarily resident in the area of Medway. The allocation of Tickets shall be the responsibility of the Promoter’s Children and Adults Directorate who will ensure that they are distributed fairly.
    2. In entering the Distribution, the Applicant confirms that they are eligible to do so and eligible to claim any Allocation. The Promoter may require the Applicant to provide proof that they are eligible to enter the Distribution.
    3. The Promoter will not accept Distribution entries that are:
13. Automatically generated by computer;
14. Completed by third parties or in bulk;
15. Illegible, have been altered, reconstructed, forged or tampered with;
16. Photocopies and not originals; or
17. Incomplete.
    1. There is a limit of one entry to the Distribution per Eligible Charity or Group, and schools. Entries on behalf of another person, charity, Eligible Charity or Group or school will not be accepted and joint submissions are not allowed. The Promoter reserves the right to void any duplicate entries.
    2. The Promoter reserves all rights to disqualify any Applicant if their conduct is contrary to the spirit or intention of the Distribution.
    3. Distribution entries cannot be returned.
18. **THE ALLOCATION**
    1. The Allocation is for fifty (50) Tickets, which shall be available for each league match game.
    2. The Promoter reserves all rights to allocate and reallocate Tickets at their discretion without giving any notice.
    3. The Successful Applicant must retain their Ticket at all times while attending the allocated league match game.
    4. The Allocation and Ticket does not include parking, travel, travel insurance, the cost of transfers to and from the allocated venue, food and drink or other concessions, spending money, tax or personal expenses. Any other costs incurred in addition to those set out above and that are incidental to the fulfilment of the Allocation are the responsibility of the Successful Applicant.
    5. The Allocation is not negotiable or transferable. If the Successful Applicant has been offered a Ticket and does not attend the specified event date at the designated time, or leaves the event before the end, they are not entitled to any form of refund, will not be allocated a new Ticket and no compensation will be given.
    6. Any Applicant or Successful Applicant, or other such person, who does not comply with these terms and conditions in full, may not be allocated a Ticket, their Ticket may be invalidated, they may be denied entry to their allocated event or they may be asked to leave the event without recourse to compensation or a replacement Ticket.
    7. The Promoter cannot guarantee any specific venue or date in the distribution of Allocation Tickets, nor can the Promoter guarantee that a Successful Applicant will receive a Ticket for a date specified as their preference.
    8. The Successful Applicant is required to comply with the Ground Regulations at Medway Priestfield Stadium, or any other venue as may be specified on the allocated Ticket.
    9. The Promoter does not accept responsibility to organise any access or other arrangements to the venue. The Successful Applicant is required to liaise directly with Gillingham Football Club, or any other venue as may be appropriate, should any arrangements be required.
    10. Tickets are only valid for the date and time specified and may not be offered in connection with any offer, sold, or exchanged for cash.
    11. The Successful Applicant agrees to distribute the Allocation between their members using a fair criteria or selection process. They are not to use the Allocation, or any part of the Allocation, within any Distribution or sub-Distribution, including but not limited to a ballot or blind ballot, when distributing the Allocation between their members.
19. **SUCCESSFUL APPLICANT ANNOUNCEMENT**
    1. The Successful Applicant of the Distribution will be announced on the Announcement Date, or as soon as practicable thereafter.
    2. The blind draw and the decision of the Promoter is final and no correspondence or discussion will be entered into.
    3. The Promoter will contact the Successful Applicant personally as soon as practicable after the Announcement Date using the official email address provided with the Distribution entry.
20. **CLAIMING THE ALLOCATION**
    1. To claim the Allocation:
21. The Successful Applicant will be emailed by the Promoter at the email address provided on the expression of interest form on the first working day of the month, or as soon as practicable thereafter, and will have seventy-two (72) hours to confirm their acceptance of the allocated Tickets.
22. If the Successful Applicant fails to respond, their entry will be removed from the Distribution.
23. If the Successful Applicant is unable to accept the Ticket, for reasons deemed reasonable by the Promoter, or are unable to accept as a result of a postponement or cancellation by Gillingham Football Club, then that Successful Applicant’s application will be returned to the collective pot and included in the next available blind ballot.
24. If the Successful Applicant accepts the allocated Ticket within seventy-two (72) hours, then their details will be removed from all future ballots, and provided with their reference number and details as to how they can collect the Ticket.
25. Successful Applicants will be required to attend the Medway Priestfield Stadium, of Gillingham Football Club, on or before the allocated match day to collect their Tickets. They will be required to evidence their confirmation email, reference number and identification to obtain a Ticket.
    1. The Allocation may not be claimed by a third party on behalf of a Successful Applicant, unless otherwise agreed by the Promoter in writing.
    2. The Promoter will make all reasonable efforts to contact the Successful Applicant using the email address provided on the expression of interest form. If the Successful Applicant cannot be contacted or is not available, or has not claimed their Allocation within seventy-two (72) hours of the Announcement Date, or as otherwise determined, the Promoter reserves the right to reallocate that Allocation at their discretion to an eligible entrant selected from entries that were received before the Closing Date.
    3. The Applicant is responsible for ensuring that the official email address provided on the expression of interest form is correct.
    4. The Successful Applicant is responsible for the fair and equal Distribution of Tickets, where more than one is allocated.
    5. The Promoter does not accept any responsibility if a Successful Applicant is unable to take up the Allocation.
26. **LIMITATION OF LIABILITY**
    1. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate any Applicant, Successful Applicant or other person, or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Allocation or Ticket except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Statutory rights are not affected.
27. **CANCELLATION AND CHANGES**
    1. Occasionally, the Promoter may have to make changes to, and correct errors and other details both before and after bookings have been confirmed. This can mean cancelation of confirmed bookings and the Promoter must reserve the right to do so. If the Promoter has to make a significant change or cancel, then the Applicant or Successful Applicant will be informed as soon as possible. The Promoter will not pay any expenses, costs or losses incurred by any Applicant or Successful Applicant as a result of any change or cancellation.
    2. The Promoter cannot accept any responsibility should the allocated match be postponed or cancelled. The Promoter will not pay any expenses, costs or losses incurred by you as a result of any postponement or cancellation by Gillingham Football Club.
28. **OWNERSHIP OF DISTRIBUTION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**
    1. All Distribution entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
    2. By submitting your Distribution entry and any accompanying material, you agree to:
29. Assign to the Promoter all your intellectual property rights with full title guarantee; and
30. Waive all moral rights,

in and to your Distribution entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

* 1. You agree that the Promoter may, but is not required to, make your entry available on its website Medway.gov.uk and any other media, whether now known or invented in the future, and in connection with any publicity of the Distribution. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Distribution entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Distribution entry and any accompanying materials for such purposes.

1. **DATA PROTECTION AND PUBLICITY**
   1. The Promoter will only process your personal information for the purpose of this Distribution and for communication and marketing, as set out in Medway Council’s Privacy Policy, subsequent Privacy Notices and the applicable law as may change from time to time.

This can be found at: <https://www.medway.gov.uk/info/200217/freedom_of_information/347/data_protection/1>

* 1. You agree to include the Promoter’s Hashtag into any publication made relating to the Distribution: **#MedwayGills**

1. **GENERAL**
   1. If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the Distribution.
   2. The Promoter reserves the right to hold, void, suspend, cancel, or amend the Allocation and or Distribution where it becomes necessary to do so.
   3. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.
   4. If any part of these terms and conditions is unenforceable, this will not affect the enforceability of any other part.
   5. In the interpretation of these terms and conditions:
2. Words importing the singular shall include the plural and vice-versa.
3. Words importing the male gender shall include all other genders.