LEGAL ADVICE FOR

DAVID PAGE T/A WINACLASSIC.CO.UK

[PAG27.1]

CONFIDENTIAL AND LEGALLY PRIVILEGED

KEYSTONE LAW

Keystone Law is a leading firm of Solicitors based in London, which is recognised nationally for its expertise in licensing and gambling law and is ranked for its gambling expertise in national legal directories, Chambers & Partners and The Legal 500.

We have been asked to provide a legal opinion to David Page (a private individual) trading as Win A Classic ("Win A Classic") regarding the legality of a competition/draw website he is currently operating on domain www.winaclassic.co.uk. The Win A Classic website, which currently shows live draws, allows customers to enter draws to win motoring related and other prizes.

For paid entries, a player must answer a simple question, register for an account with their contact details and make payment. For postal entries, entrants must register for an account and then submit their entry on a pre-paid letter/postcard. Win A Classic then adds their name into the draw when their postal entry arrives. Numbers in the draw are automatically allocated to both paid and postal entrants.

At the close of each draw, the winner's name is then drawn from all paid and postal entries utilising Google random number generator (or a similar verified random number generator). The selection of the winner is streamed live on Facebook and footage of the selection process can be viewed after the draw on its Facebook account.

By way of example, Win A Classic currently has a draw running to win a Jordan F1 car driving experience ("Jordan F1 Experience"). The maximum number of entries (paid and free) available are displayed, together with a counter showing the number of entries still to be sold. Entry to the Jordan F1 Experience draw costs £2.25, with numbers of paid and postal entries limited to 1999 tickets.

Future draws will have different entry prices, prizes and numbers of paid entries available, but will follow a similar entry process.

All Win A Classic draws are subject to terms and conditions as seen at https://www.winaclassic.co.uk/terms-conditions/

Legal advice is sought to establish whether offering these types of draws to residents of Great Britain would fall within the definition of regulated “gambling” under the Gambling Act 2005.

Under s.3 Gambling Act 2005, “gambling” is either “gaming”, “betting” or “participating in a lottery”. If activity does not fall within any of these three categories, it is not gambling and hence is unregulated[1]. Providing facilities for gambling without an authorisation (a licence) is a criminal offence. It is therefore necessary to consider whether entering a Win A Classic draw would fall within any of these three regulated categories:

GAMING

Under s.6 Gambling Act 2005, “gaming” is “playing a game of chance for a prize”. What is and is not a “game” is not defined in the Gambling Act 2005. Under VAT legislation, it has been confirmed by the Court of Appeal that it is not necessary for there to be other participants to play a game i.e. a game can be played alone and another competitor is not required[2]. A game of chance does not have to be wholly dependent on chance, as the legal definition includes games involving elements of both skill and chance. A prize is anything with a monetary value. It is not necessary to risk losing anything for it to be gaming (i.e. there is no requirement for there to be a stake).

Win A Classic draws involve both chance and a prize and therefore partially satisfy the gaming definition. However, the participant must play a game for the activity to be gaming. In 2010, the First Tier Tribunal (tax) considered the definition of “playing a game” in the context of VAT legislation involving tickets purchased from electronic lottery ticket vending machines (“ELVTM”) in *Oasis Technologies UK Limited v HMRC* [3] and stated:

"There is no definition of "game" in section 6 [Gambling Act 2005], and so we must construe this term according to its ordinary meaning. There is no single meaning that can be attached to this term. According to the Shorter Oxford English Dictionary, it can variously be regarded as meaning an amusement, fun or sport, or as meaning a diversion, whether or not one in the nature of a contest played according to rules and decided by superior skill, strength or good fortune. We consider that this demonstrates that "game" has a wide meaning, to be construed according to its context".

[1] Section 339 Gambling Act 2005
[2] IFX Investment Company Ltd & Ors v Revenue And Customs [2016] EWCA Civ 436 (04 May 2016)
[3] Oasis Technologies (UK) Limited v HMRC [2010] UKFTT 292 (TC)

"We have had regard to all the evidence, both oral and documentary, from the Appellant and independently, including the DVD evidence, the photographs of the machines in their various forms, and the descriptions of the operation of the machines and their effects and features. We share the view urged upon us by Ms Sloane that the games are properly described by the Gambling Commission as "pseudo games", but we also consider that the ELTVM falls within the description of the DCMS Gambling Review Report as an interaction or electronic lottery play that is not the straight sale of a ticket, and that this will appear to the layman as gaming. It is immaterial for this purpose that the game itself does not provide the chance, and it is equally immaterial that the machine, in its screen saver, declares that it is a lottery. Each of the visual representations, from the display of virtual tickets that can be electronically scratched of pull-tabbed to the poker or bingo games or games involving the rolling of dice or other interactive features, is in our opinion, viewed objectively, a game that is presented as involving an element of chance. Each game is, accordingly, a "game of chance" within the meaning of section 6(2) GA 2005."

We have considered whether entering a Win A Classic draw could fall within the legal definition of "gaming". In our opinion, playing games (such as poker, bingo or dice games, or even selecting a cross in spot the ball) differs significantly from entering a Win A Classic draw. Win A Classic entry involves answering a simple question, having a number allocated and the winner being randomly selected in a draw. Entrants do not even have to participate by selecting a number in the draw. In our view, this process would not be viewed by a layman as gaming, as there is no game involved (such as poker, bingo or dice games). Furthermore, there is no competitive or gaming element involved, as no action is required to enter, other than answering a simple "skill" question.

Whilst only the Courts can decide this issue, in our view, it is extremely difficult to see how any Court could conclude that, viewed objectively, entering a Win A Classic draw involves playing a game. We are therefore content to advise that entering a Win A Classic draw is not playing a game and would therefore not fall into the legal definition of gaming.

BETTING

"Betting" is the second category of "gambling" under s.3 Gambling Act 2005. Betting is "making….a bet on (a) the outcome of a race, draw, event or process (b) the likelihood of anything occurring or not occurring or (c) whether anything is or is not true". A bet does not have to include a traditional stake but could also involve an entry fee. The use of a random number picker by David Page t/a Win A Classic to select the winner does engage consideration of

whether the process could constitute “betting” under the gambling legislation. The selection of a name (associated with a number) by the random number generator would be the outcome of an event or process. Trying to predict the number to be drawn could therefore fall within the legal definition of betting, in much the same way as betting on National Lottery numbers (outside of entering the National Lottery draw itself) is regulated by the Gambling Commission as betting.

However, it should be noted that in Win A Classic draws, numbers are selected at random for the player. The customer therefore does not try to predict the outcome of the random number generator. Furthermore, s.11 Gambling Act 2005 provides further clarification of what constitutes “betting” in relation to prize draws. This explains that a person still makes a bet, despite the fact there is no traditional stake, where a person has to guess the outcome of an event or process.

In Win A Classic draws, the customer does not guess the outcome, as he does not select any number. In addition, under s.11(b) the player must be “required to pay to participate”. In our view, the provisions of s.11 Gambling Act 2005 mean that the Win A Classic entry process will always fall outside of the definition of betting, due to the lack of any prediction of the outcome of the random number generator and the availability of the free entry route, which means that payment is not required to participate.

LOTTERY

Finally, we turn to “participating in a lottery” which is the third category of “gambling” in s.3 Gambling Act 2005. This is the most likely category into which a Win A Classic draw could fall, if no free entry route were available.

Under s.14 Gambling Act 2005, an arrangement is a simple lottery (no matter how it is described) where (a) persons are <u>required to pay</u> to enter (b) prizes are allocated and (c) the allocation process relies <u>wholly on chance</u>. A complex lottery involves payment and the allocation of prizes by a series of processes, where the first of those processes relies wholly on chance.

As can be seen from (a) above, the arrangement will only be a (simple or complex) lottery if persons are <u>required to pay</u> to enter. Schedule 2 of the Gambling Act 2005 explains what a requirement to pay means - paying money, transferring value, or paying for goods or services at a price which reflects the opportunity to enter (i.e. the “normal”

price is inflated to take account of entry into the draw). Where (a) entrants have a choice between paying or sending a communication; and (b) that communication is a letter (either first or second class post is acceptable) or other method of communication (e.g. e-mail or normal rate telephone call); and (c) the choice is publicised in such a way as to be likely to come to the attention of each person who wishes to participate; and (d) the system for allocating prizes does not differentiate between those paying and sending a communication, there will be no requirement to pay and the arrangement will not fall into the definition of a lottery.

Smith & Monkcom "The Law of Gambling" states that the free entry route "must be publicised in sufficiently large lettering and with sufficiently clarity and prominence that those who are entering are likely to see it". The test is that the free entry route is likely to come to the attention of each individual who proposes to participate and not that it does come to their attention. What is likely depends on the circumstances of the case.

In the *Telemillions*[4] case (decided in 1995, under previous gambling legislation) a Magistrates' Court considering a criminal prosecution, concluded that the fact only a small proportion of entrants did use the free entry route was strong evidence that the route was not sufficiently prominent to come to the attention of all participants. In our view, the *Telemillions* case is no longer good law and would be decided differently under the Gambling Act 2005. It is our view that, provided the free entry route is prominent advertised, so that customers are aware of the option of paying or entering for free, the number of people who actually enter for free is irrelevant.

It is known that the Gambling Commission has recently been writing to draw operators stating that the Gambling Act 2005 imposes a requirement to advertise a "free entry" route and that referring to "postal entry" is not sufficient. We do not necessarily agree with this view. Whilst it is correct that the heading at Schedule 2 s.8 Gambling Act 2005 is headed "the choice of free entry", this refers to a choice between paying or sending a communication. The communication may be an ordinary post letter or another method of communication (i.e. an option to enter by a standard rate telephone call, standard rate text or e-mail is also acceptable). The free entry method available is up to the operator to determine, so the entrant cannot choose which free entry route to use. Where the operator choses to offer postal entry as its "free" method of communication under Schedule 2, entry is not free, as there is a cost involved to the entrant. From 2nd October 2023, the cost to post a first-class letter is £1.25 (second-class postage costs 75p). We acknowledge a recent ASA ruling relating to *Omaze*[5], however this is a ruling under the CAP Code

[4] R v Interactive Telephone Services (The Telemillions case) (unreported)
[5] https://www.asa.org.uk/rulings/omaze-inc-g20-1073875-omaze-inc.html

and not the Gambling Act 2005. We are therefore happy to advise that prominently advertising an option to enter by post would suffice. In our view, there is no legal requirement to use the words "free entry" or similar wording stating that postal entry is "free". In any event, it should be noted that Win A Classic draws do use the word "free" when advertising the postal entry route.

In relation to the Jordan F1 Experience draw, the "Free Postal Entry Route" option is clearly prominent at the point of entry, which can be seen in a copy of the entry webpage at Appendix 1A. Directly below the "Enter for £2.25" button on the entry page it states "Free Postal Entry Route". This is in a similar font size to the paid entry text. Clicking on this link takes the participant directly to the Postal Entry Route popup (see Appendix 1B). In addition, there is a Free to Enter webpage and the homepage has a "Free to Enter" footer. Section 3.6 of the terms clearly states that a free postal entry route is available and sets out the postal entry process. The terms can be seen at Appendix 1C.

Win A Classic has confirmed to us that it treats postal entries exactly the same as paid entries. Its draw closing dates allow sufficient time for a postal entry to be submitted and received for entry into a draw (there are no short closing time draws offered that would exclude postal entrants). Customers therefore have a choice of whether to pay, or to enter each draw for free, by post. Win A Classic system for allocating prizes[6] does not differentiate between those entering by post and those paying to enter.

In our view, the availability of the postal entry route is sufficiently prominent on the Win A Classic website that it is likely to come to the attention of each person who wishes to participate (even if they do not actually enter using the free entry/postal route). It should be noted that the legal test is not that the postal entry route must have the same prominence as the paid entry route.

Whilst we do not consider this to be a legal requirement under Schedule 2 Gambling Act 2005, postal entries are not restricted to one postal entry per person, per competition.

[6] See Gambling Act 2005, Schedule 2 8 (1) (d) – in our view, this does not mean that those entering by paying and those entering by post must have an equal chance of winning a prize, but rather that one paid entry and one postal entry must have an equal chance of winning in the draw (i.e. paid entries cannot be favoured by the draw process). We do not consider that Schedule 2 requires an operator to give a postal entrant the right to enter a draw as many times as a paid entrant. We have noted a recent ASA ruling in https://www.asa.org.uk/rulings/team-hard-racing-ltd-a20-1083038-team-hard-racing-ltd.html which states that restricting postal entries to one per person discriminates against postal entrants, is unfair and therefore breaches CAP Code 8.2. However, this is a decision of the ASA Council and is only its interpretation of the CAP Code. This decision is not a legal ruling, is not binding and does not consider the legal position under the Gambling Act 2005.

In our view, these draws do not fall into the legal definition of a lottery.

CONCLUSION

On the basis of the above, **we conclude that**:

David Page's "Win A Classic" draws do not fall into the definition of "gaming", "betting" or "participating in a lottery" under the Gambling Act 2005 and are not gambling under s.339 Gambling Act 2005 and are therefore free of regulation and licensing requirements.

These unregulated draws can lawfully be offered in Great Britain by David Page t/a Win A Classic.

It is legal to offer Win A Classic draws in Great Britain without the need for any authorisation or licence.

As such, advertising or promoting Win A Classic draws in Great Britain would not present any legal risk.

This scheme is correctly categorised in law as a "free draw" due to the availability of a genuine free postal entry route.

Unregulated free draws such as this do not have any age limit for entry (although we would advise that 18+ should be utilised to tie in with the requirements of most social media companies).

EXCLUSIONS

This legal advice relates to operating these draws in Great Britain under the Gambling Act 2005.

If you are intending to allow residents of countries outside Great Britain to enter, then the terms and conditions should make specific provision for this. It's important that the onus is placed on entrants to ensure that entering is lawful in the country in which they reside and that the terms make provision for this e.g. for delivering a prize outside GB (including who is liable for any tax or duty payable). Note that for technology, luxury goods, cars etc, import duty, personal tax, delivery costs etc may apply.

Other than where we have referred to these above, we have not examined nor advised you on the adequacy or legality of your proposed terms and conditions.

We confirm that we have been instructed to advise David Page t/a Win A Classic and this advice is provided solely for his benefit. It must not be disclosed to or shared with any other party without our consent (sharing with Meta is hereby consented to). This advice must not be relied on by any person other than David Page t/a Win A Classic; and any such other person must seek their own independent legal advice in relation to the subject matter.

This advice is given by Keystone Law and no partner, director, member, consultant or employee of Keystone Law assumes any personal responsibility for it, nor shall owe any duty of care in respect of it. The total liability of Keystone Law, whether in contract, tort or otherwise, for all loss or damage arising from or in connection with this advice and any and all other advice given by us is limited to £5,000,000. This limit applies to all causes of action against it in respect of, or arising from, or in any way connected with, this advice/opinion.

Furthermore, we are not tax advisers and do not provide advice on taxation. You must seek independent professional advice about your VAT/remote gaming duty/lottery duty liability when operating this type of draw. It is possible that entries will be subject to VAT and/or that you will be required to pay remote gaming or lottery duty and you should investigate this thoroughly with an independent tax professional before proceeding.

Keystone Law.

Richard Williams (Solicitor) – Partner

Keystone Law Limited, Solicitors – 25 September 2023

[PAG27.1]

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Captured at: 2023/09/25 08:47 PM URL: https://www.winaclassic.co.uk/product/jordan-f1-car-driving-experience-yes-driving-a-real-fully-fledge-f1-car/

APPENDIX 1A

Jordan f1 car driving experience yes driving a real fully fledge F1 car We may draw this early if sold out

~~£2.99~~ **£2.25** Per Ticket

Prize	Jordan f1 car driving experience yes driving a real fully fledge F1 car We may draw this early if sold out
Delivery	digital
Competition Ends	24th December 2023 9:00 pm
Minimum Tickets Sold	1
Ticket Limit	1999
This competition will have	1 winner

0%

Tickets sold: 0/1999 — Tickets remaining: 1999

Time Remaining:

89	22	13	56
Days	Hours	Minutes	Seconds

Select Tickets

1 TICKET	2 TICKETS	3 TICKETS	4 TICKETS
ODDS 1999/1	ODDS 999.5/1	ODDS 666.35/1	ODDS 499.75/1
£2.25	£4.50	£6.75	£9.00

TOTAL PRICE: £22.50 for 10 Tickets

Answer the question:

who does Damion Hill work for now

SKY TV | BBC | CHANNEL 4

10

10

Enter for £22.50

Free Postal entry route

About This Competition

Overview
Live out all your racing car hero dreams with this Jordan Driving Experience. This is chassis number 1, driven by the world-famous Takuma Sato and the only drivable EJ12 in existence.

Signed by the team's boss Eddie Jordan, you'll experience the sheer concentration and reflexes required to drive in motorsport across four driver training demo laps and 20 throttle control exercise laps, both on Memphis Circuit. Moving onto Circuit 112, take on four sighting laps including one high-speed passenger ride.

Continue the driving adventure with 10 laps in the F1000 single seater or Ariel Atom, with a training coach in a pace car. Finally, conquer B-17 Bomber Circuit for four sighting laps including one high speed and 10 driving laps in the Jordan model including introductory Pace Car laps. With a free media pack included, this experience promises to be obscenely fast and totally unrivalled.

We may draw this early if sold out

Related products

Free to enter Italian Job Driving Experience drive all three vehicle on a circuit near you and its free to enter

~~£2.99~~ £0.00 Per Ticket

Enter Competition

Win £100 instantly and support the Big Red Night Bus

~~£1.00~~ £0.25 Per Ticket

Enter Competition

Our Lucky Winners!

Take a look at some of our most recent lucky winners! Keep looking out for more and more winners to be added to this area!

No winners just yet!

Win a Classic Car or Motorbike ›

Back To Comps

2023

Captured at: 2023/09/25 08:48 PM URL: https://www.winaclassic.co.uk/product/jordan-f1-car-driving-experience-yes-driving-a-real-fully-fledge-f1-car/

APPENDIX 1B

Postal Entry Route

Send an unenclosed postcard to Win a Classic 98/100 Dickson Road Blackpool Lancashire FY12BU containing the following information:

- The competition you wish to enter
- Your full name and postal address
- Telephone number and email address
- Your date of birth
- Your answer to the competition question

Your entry will be subject to our terms and conditions.

Welcome to Win a Classic

Home Page Completed Future Draw's and the Best odd's Login Register Entry Lists Free to Enter

SALE!

experience
lly fledge F1
ts early if sold

Delivery digital

Competition Ends 24th December 2023 9:00 pm

Minimum Tickets Sold 1

Ticket Limit 1999

This competition will have 1 winner

Tickets sold: 0/1999 Tickets remaining: 1999

Time Remaining:

89 Days 22 Hours 11 Minutes 58 Seconds

Select Tickets

1 TICKET	2 TICKETS	3 TICKETS	4 TICKETS
£2.25	£4.50	£6.75	£9.00

TOTAL PRICE: £32.50 for 10 Tickets

Answer the question:

who does Damion Hill work for now

SKY TV BBC CHANNEL 4

10

Enter for £32.50

Buy Tickets Only Option

About This Competition

Overview

Live out all your racing car hero dreams with this Jordan Driving Experience. This is chassis number 1, driven by the world-famous Tokuma Sato and the only driveable EJ12 in existence.

Signed by the team's boss Eddie Jordan, you'll experience the sheer concentration and reflexes required to drive in motorsport across four driver training demo laps and 20 throttle control exercise laps, both on Memphis Circuit. Moving onto Circuit 112, take on four sighting laps including one high-speed passenger ride.

Continue the driving adventure with 10 laps in the F1000 single seater or Ariel Atom, with a training coach in a pace car. Finally, conquer B-17 Bomber Circuit for four sighting laps including one high speed and 10 driving laps in the Jordan model including introductory Pace Car laps. With a free media pack included, this experience promises to be obscenely fast and totally unrivalled.

We may draw this early if sold out

2003 - Jordan F1 Car Experience at Drift Limits 18/07/2022 Copy link

Watch on YouTube

Related products

SALE!

Free to enter Italian Job Driving Experience drive all three vehicle on a circuit near you and its free to enter

£3.99 £0.50 Per Ticket

Enter Competition

SALE!

Win £100 instantly and support the Big Red Night Bus

£10.00 £0.99 Per Ticket

Enter Competition

Our Lucky Winners!

Take a look at some of our most recent lucky winners! Keep looking out for more and more winners to be added to this area!

No winners just yet!

Winners FAQ Privacy Policy Terms & Conditions Future Draw's and The Best Odd's
Entry Lists Free To Enter The Big Red Night Bus

win a classic

Win a Classic Car in Maryland

Back To Comps

Captured at: 2025/08/25 08:50 PM URL: https://www.wincheats.co.uk/terms-and-conditions/
Welcome to Win a Cheat.
APPENDIX 5C:

TERMS & CONDITIONS

Dated 2022

Trading as 'Win a Cheats'

www.wincheats.co.uk

98-100 Dickson Road

Blackpool

Lancashire

Email: info@wincheats.co.uk

Phone: 01253345585

Facebook page: facebook.com/wincheats

- **Legal Underlying**

Wincheats operate Competitions – these are skill based games resulting in the allocation of prizes in accordance with these terms and conditions.

1. Qualifying Persons

1.1 By entering a Competition you, the 'Entrant', will be deemed to have legal capacity to do so, you will have read and understood these terms and conditions and you will be found to have said to be under obligations with respect to all or any related promotional material. Win a Cheat will not be held responsible for any Entrant entering a Competition unlawfully, i.e. if the Competition benefits any laws in your country of residence. If you are in any doubt you should immediately leave the website and check with the relevant authorities in your country.

1.2 Competitions are governed by English Law and any matters relating to the Competition will be resolved under English Law and the Courts of England shall have exclusive jurisdiction.

1.3 You hereby agree that (a) the Website, the Competitions, account registration, and/or discos are for your own personal, non-commercial use, and (b) you are only allowed to use your account, and the Website, to participate in an out or these terms and conditions.

2. Competition Entry

2.1 The Competitions are open for entry to all persons aged 18 or over, residing in the United Kingdom, excluding staff employed by Win a Cheats, their family, professional advisers or anyone else connected with the development or operation of the Website or contacts administration of the Competition in any way, shape or form.

2.2 In order to enter a Competition, you will need to register an account with us online. When registering an account online you will be asked to provide an email address, in addition to other personal details.

2.3 Win a Cheats reserves the right to refuse an Entrant's entry, close an Entrant's account Entry at any time, or declare an entry null and void (with no refund being given) if the Entrant is deemed to be abusive to the services by engaging in any form of fraud (actual or apparent), being abusive to other customers in staff, engaged in fraudulent misrepresentation and/or consistent hacking or otherwise interfering with the functioning of the website.

2.Promotion Periods

2.1 You will need an active account with Win a Cheats to enter any Competition on the Website (see section 5.2)

2.2 The Promoter may run multiple competitions that will be operated at the same time and each Competition will have a specific prize. Each Competition will require the Entrant to exercise skill, knowledge, and judgement, to correctly answer a skill based question.

2.3 Competitions may be entered via the Website or by free postal entry. Availability and pricing of the Competitions are at the discretion of The Promoter and will be specified at the point of sale on the Website.

2.4 Maximum number of entries/tickets per Entrant will vary depending on each individual Competition, details can be found on the individual Competition page on the Website.

2.5 To enter a Competition via the Website, follow the on-screen instructions to select the Competition you wish to enter; select the number of tickets you wish to purchase (see section 5.4 for details on maximum number of entries); select the number assigned to each ticket carefully and confirm you agree to the Competition terms and conditions. Once provided your payment and personal details (the entry fee only), Your account will be electronically approved by the payment provider. You will be contacted via email to confirm that your entry to the Competition is complete.

2.6 To enter a Competition by free postal entry please send an unenclosed postcard or letter with the following details:

Name, address, date of birth, contact phone number, email address, name of prize/Competition you'd like to enter, and your answer for the Competition entry question.

Post to: Win a Cheats, 98100 Dickson Road Blackpool Lancashire FY3BR2

You will not be notified to confirm your free postal entry has been received. Your entry will be deemed to have been received and will be entered into your account. Free postal entries are limited to one Competition entry per postcard, with the maximum number of entries per Entrant detailed on each individual Competition page (see section 5.4). For a postal entry to be considered valid it must be received before the Competition closing date and must contain an Entrant's personal details that exactly match those of a registered online account, you can register for an online account here.

2.7 The Promoter reserves the right to refuse and entry or disqualify any incomplete entries if it has reasonable grounds for believing that an Entrant has contravened any of these terms and conditions.

2.8 To the extent permitted by applicable law, all entries to the Competition are final and no refunds shall be made at any time or for any reason, except in the case of the cancellation of the Competition by the Promoter or any entries cancelled after the Competition closing date.

2.9 The Promoter does not accept responsibility for entries which they do not receive due to high internet traffic, hardware failure, software failure, server faults, failure to complete systems, or any other reason.

2.10 All Entrants are automatically entered into Win a Cheats' database for the purpose of conveying information as to the status of their Competition entry/entries, as well as any future Promotions or Competitions offered by Win a Cheats.

2.11 The Entrant agrees that the Consumer Protection (Distance Selling) Regulations 2000 for any goods and services ordered online to be supplied within 30 days will not apply to any Competition on the Website.

2.12 The Competition rules shall not create or be construed as creating any form of contract, joint venture or other agreement between any Entrant and the Promoter.

2.13 Entrants authorise the Promoter to enter their personal details into their database and to use the information in accordance with the provisions of the Data Protection Act 1998 and subject to the terms of Privacy Policy.

2.Prize Draw

4.1 Each Competition will run for a specified promotion period with the closing date of the Competition defined by either, the maximum number of available tickets being sold, or the chosen Competition closing date. Please see each individual Competition on the Website for these details.

4.2 The Promoter reserves the right to cancel a Competition at any time either before or after tickets have been sold, and refund entry fees to the Entrants as required. Refunds will be processed within a reasonable time frame, and once processed the Promoter shall have no further liability to the Entrant in any other person.

4.3 Charities will receive ten percent (10%) per ticket which will be donated to charities near our own heart and at our discretion any donor/ raffle that is run for a specific charity will receive 100% of the money raised as in the description of the draw and no other funds / prizes will be payable by ourselves

3.Competition Winner

3.1 Details of the Prize Draw for a Competition will be confirmed once the Competition has closed with the entries received within 48 hours via the Facebook page and/or the Website.

3.2 An entry list will be posted in the Website and/or the Facebook page prior to the Prize Draw.

3.3 Assigned ticket numbers for a Competition may be subject to change at any time until the entry list has been published.

3.4 Win a Cheats Prize Draw is done using Google's random number generator. The number of tickets sold per competition will determine how many numbers will be entered into the generator Every draw will be live streamed on Facebook or VK.

3.5 In the event that a Competition closes early (see section 4.1), the Winner will be selected from all valid and eligible entries received prior to the date of closure.

3.6 The Promoter's decision is final, and no correspondence will be entered into about the result of the Competition following the determination of the Winner as described above.

4.Winners' Personal Data

4.1 The Promoter will check the validity of the Winner's entry by matching the details with an internal database that attempts to contact the Competition Winner within 48 hours of the Prize Draw using the contact number and email address provided at the time of Entry and (or as subsequently updated) and held securely in our database. It is the Entrant's sole responsibility to check and update these details, if for any reason they are submitted incorrectly, the Promoter will not be held responsible.

4.2 The Winner will forfeit the Prize if, (a) the Promoter is unable to contact a Winner within 7 days (this may be extended at the sole discretion of the Promoter) of the Prize Draw, (b) the Winner fails to confirm acceptance of the prize within 7 days of the Prize Draw, or (c) the Winner is disqualified as a result of contravening any of these terms and conditions. In the event of the Prize being forfeited, ownership of the Prize will remain with the Promoter, and it may be used in a future Competition.

4.3 The Winner will be required to show proof of identification, either a valid UK Driving License or Passport, on delivery of the prize. This identification must match the personal details of the registered online account with www.wincheats.co.uk Any failure to meet this obligation may result in the Winner being disqualified and the Promoter retaining the Prize. Following receipt and verification of the details requested above, the Winner will be contacted in order to make arrangements for delivery of the Prize. The Prize may not be claimed by a Third Party on your behalf.

4.4 The Winner **will not be required** to provide photographs and/or pose for photographs and videos, which may be used in future marketing and public relations by the Promoter in connection with the Competition, and future Competitions, and in identifying them as a winner of a Competition.

5.Competition Prizes

5.1 By entering a Competition, you, the Entrant, **may agree** to the use of your name, hometown, and photographs and videos or other likeness to be used for public relations and marketing purposes as required by the Promoter if you are declared a Winner.

5.2 Acceptance of the Prize by the Winner will mean they are required to have their photo and video taken by the Promoter for promotional purposes (Public Relations and Marketing), both immediately after their win and in the future for use.

5.3 Entrants authorise the Promoter to enter their personal details into their database and to use the information in accordance with the provisions of the Data Protection Act 1998 and subject to the terms of Privacy Policy.

6. Limits of Liability

6.1 The Prizes are selected, and owned, by the Promoter from the date of the competition going live on the website to the date that the Winner receives the prize. Details of each prize can be found on the website in the competition pages. The Prize will only be the Prize awarded at the time of the Prize Draw, no alternatives will be offered under any circumstances.

6.2 For all Prizes, except Holidays (see section 6.4), the Promoter will take no responsibility for the Prize awarded after delivery. There is no insurance, tax, or warranty that comes with the Prizes and the Promoter cannot be held responsible for the Prize or any costs it incurs once handed over to the Winner.

6.3 The Promoter will not provide any warranty or accept any valuation to the Prize or guarantee functionality/ roadworthiness in any way, shape, or form. The Entrant must make up their own decision through their own enquiries and legal advice before entering the Competition.

6.4 In the case of the Prize being a holiday package, it is the responsibility of the Winner to ensure that they, and any other persons they will be travelling with have a valid Passport if required, valid visas and any other necessary travel documents required for the destination and travel insurance on the dates that the Prize is scheduled for.

6.5 Delivery of the Prize to the Winner's address in United Kingdom mainland address The Promoter reserves the right to change a delivery fee if the Winner resides in change the address where the delivery has already been agreed upon, or if the Winner wants to have the Prize delivered to an address outside of the United Kingdom mainland.

6.6 All Entrant expenses are the sole responsibility of the Winner.

6.7 All prizes are subject to the terms and conditions of the Promoter, the Prize manufacturer, and/or the Prize supplier.

8. Electronic Communications

8.1 The Promoter accepts no liability for any errors in the description and details of the Prize vouchers on the Website. Since the death or personal injury because of an amount or error as mentioned, the Promoter (including their agents and employees) will not be liable for any loss, including economic loss, suffered by any person or property it is the responsibility of the Entrant, and ultimately the Winner, to satisfy himself/self as to the accuracy of any such details of the Prize.

8.2 The Promoter will not be liable for any loss suffered by an Entrant as a result of incomplete entries or failed communications with the Promoter. The Promoter will also not be responsible for any loss as a result of use of the Website.

8.3 If any of these terms and conditions are judged to be invalid, illegal, or unenforceable, this shall not affect the other provisions within here.

10. Data Protection Notice

10.1 No responsibility will be accepted for any computer, telephone, cable, network, electronic or internet malfunction, software malfunction, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorised human act including any errors or mistakes.

10.2 The Promoter shall use its best endeavours to award the prize for a Competition to the correct Entrant. If due to reasons of hardware, software or other computer related failure or due to human error the Prize is awarded incorrectly, the Promoter reserves the right to reclaim the Prize and award it to the correct Entrant, at its sole discretion and without admission of liability.

10.3 In the event that a Competition is closed without achieving a Winner, win a Cheats will give all entrants Game Credit to enable them to replay equivalent tickets in a subsequent competition The Promoter also reserves the right to refuse the prize allocation to extend the closing date of any Competition The Promoter shall not be liable for any economic or other consequential loss suffered or sustained in any process to whom an award has been incorrectly made, and no compensation shall be due. Win a Cheats shall use its best endeavours to ensure that the software and material used to operate its Competitions perform correctly and accurately across the latest versions of popular internet, tablet and mobile browsers. For the avoidance of doubt, only the latest recorded in our systems, however displayed or calculated, shall be entered into the relevant Competition and the Promoter shall not be held liable for any Entrant that error as a result of malfunctioning software or other error.

10.4 Any personal data that you supply to the Promoter or authorise the Promoter to obtain from a third party, for example, a credit card company, will be used by the Promoter to administer the Competition and fulfil prizes where applicable. In order to process, record and use your personal data the Promoter may disclose it to (i) any credit card company, where some you pay; (ii) any person to whom the Promoter proposes to transfer any rights and/or responsibilities under this agreement the Promoter may have with you; (iii) any person to whom the Promoter proposes to transfer its business or any part of its (iv) statutory with any legal or regulatory requirement of the Promoter in any country and (v) present, direct or prospects fraud and other crime. In order to process any award and disclose your personal data the Promoter may need to transfer such information outside the United Kingdom, in which event the Promoter is responsible for ensuring that any personal data continues to be adequately protected during the course of such transfer.

DEFINITIONS:

PROMOTER: Wincheats

ENTRANT: You, the customer

COMPETITION: All competitions advertised on the website

WINNER: The Entrant with the ticket number matching that drawn for each Competition

PRIZE DRAW: The live draw of each competition

WEBSITE: www.wincheats.co.uk

PRIVACY NOTICE

Last updated on 2010

Thank you for choosing to be part of our community at wincheats ("**Company**", "**we**", "**us**", "**our**"). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about this privacy notice, or our practices with regards to your personal information, please contact us at hello@wincheats.co.uk

When you visit our website (https://www.wincheats.co.uk) (the "**Website**"), and more generally, use any of our services (the "**Services**", which includes the Website), we appreciate that you are trusting us with your personal information. We take your privacy very seriously. In this privacy notice, we seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy notice that you do not agree with, please discontinue use of our Services immediately.

This privacy notice applies to all information collected through our Services (which, as described above, includes our website), as well as any related services, sales, marketing or events.

Please read this privacy notice carefully as it will help you understand what we do with the information that we collect.

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14. **WHAT INFORMATION DO WE COLLECT?**

Personal information you disclose to us

In Short: We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when you register on the Website, express an interest in obtaining information about us or our products and Services, when you participate in activities on the Website or otherwise when you contact us.

The personal information that we collect depends on the context of your interactions with us and the Website, the choices you make and the products and features you use. The personal information we collect may include the following:

Personal Information Provided by You. We collect names, phone numbers, email addresses, mailing addresses, usernames, passwords, contact preferences, billing addresses and other similar information.

Payment Data. We may collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by Cardinals. You may find their privacy notice link(s) here: https://www.cardinalcommerce.com/legal/privacy-policy.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

Information automatically collected

In Short: Some information – such as your Internet Protocol (IP) address/ browser and device characteristics – is collected automatically when you visit our website.

We automatically collect certain information when you visit, use or navigate the Website. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our website and other technical information. This information is primarily needed to maintain the security and operation of our website, and for internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies.

The information we collect includes:

- *Log and device data.* We may automatically collect log data, which may include your IP address, browser type, operating system, your Internet service provider, pages that you visit, which links you click, which features you use, and other actions you take on the website, and hardware settings on any device you use to access the website. We may also collect device data such as your computer's Internet Protocol address, hardware settings, browser type, browser language, the date and time of your request and other interactions with our advertisements and services, and hardware and software information.
- *Cookies and Tracking Technologies.* We may use cookies and similar tracking technologies (e.g., web beacons, pixels, tags, and scripts) to gather information when you interact with our website. Some online tracking technologies help us maintain the security of our website and your account, prevent crashes, fix bugs, save your preferences, and assist with basic site administration functions.

We may also permit third parties and service providers to use tracking technologies on our website for analytics and advertising, including to help manage display of advertisements, to tailor advertisements to your interests or guard against trade fraud. For further information, including about how to disable certain tracking technologies in certain browsers, please see our Cookie Policy.

15. HOW CAN YOU REVIEW, UPDATE OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please submit a request form by clicking here. We will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal information, which may be express and/or implied consent depending on the applicable law, you have the right to withdraw your consent at any time. You can also at any time opt-out from receiving future emails and other electronic communications from us by following the opt-out process in the relevant email or other electronic communication. If you withdraw your consent, we may be unable to provide you with certain services. If you withdraw your consent, we will not affect the lawfulness of the processing we engaged in before your withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

If you are a resident of the European Economic Area and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

If you have questions or comments, you may email us at hello@wincheats.co.uk or by post to:

Wincheats
98-100 Dickson Road
Blackpool
Lancashire
FY3BR2
United Kingdom

16. WHAT IF YOU ARE A CALIFORNIA RESIDENT?

California Civil Code Section 1798.83 permits our customers who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to hello@wincheats.co.uk or write us at the address above.

17. HOW DO WE MAKE UPDATES TO THIS NOTICE?

In Short: We may update this privacy notice from time to time. The updated version will be indicated by an revised "Last updated" date and the updated version will be effective as soon as it is accessible.

We may update this privacy notice from time to time. The updated version will be indicated by an revised "Last updated" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

18. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments, you may email us at hello@wincheats.co.uk or by post to:

Wincheats
98-100 Dickson Road
Blackpool
Lancashire
FY3BR2
United Kingdom

name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our website and other technical information. This information is primarily needed to maintain the security and operation of our website, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies.

The information we collect includes:

- *Log and Usage Data:* Log and usage data is service-related, diagnostic, usage and performance information our servers automatically collect when you access or use our website and which we record in log files. Depending on how you interact with us, this log data may include your IP address, device information, browser type and settings and information about your activity in the Website (such as the date/time stamps associated with your usage, pages and files viewed, searches and other actions you take such as which features you use), device event information (such as system activity, error reports (sometimes called 'crash dumps') and hardware settings).
- *Device Data:* We collect device data such as information about your computer, phone, tablet or other device you use to access the Website. Depending on the device used, this device data may include information such as your IP address (or proxy server), device and application identification numbers, location, browser type, hardware model Internet service provider and/or mobile carrier, operating system and system configuration information.
- *Location Data:* We collect location data such as information about your device's location, which can be either precise or imprecise. How much information we collect depends on the type and settings of the device you use to access the Website. For example, we may use GPS and other technologies to collect geolocation data that tells us your current location (based on your IP address). You can opt out of allowing us to collect this information either by refusing access to the information or by disabling your Location setting on your device. Note however, if you choose to opt out, you may not be able to use certain aspects of the Services.

2. HOW DO WE USE YOUR INFORMATION?

In Short: We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.

We use personal information collected via our website for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- **To facilitate account creation and login process.** If you choose to link your account with us to a third-party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and login process for the performance of the contract.
- **To post testimonials.** We post testimonials on our website that may contain personal information. Prior to posting a testimonial, we will obtain your consent to use your name and the content of the testimonial. If you wish to update, or delete your testimonial, please contact us at hello@wmoclassic.co.uk and be sure to include your name, testimonial location, and contact information.
- **Request feedback.** We may use your information to request feedback and to contact about your use of our website.
- **To enable user-to-user communications.** We may use your information in order to enable user-to-user communications with each user's consent.
- **To manage user accounts.** We may use your information for the purposes of managing our account and keeping it in working order.
- **To send administrative information to you.** We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.
- **To protect our Services.** We may use your information as part of our efforts to keep our website safe and secure (for example, for fraud monitoring and prevention).
- **To enforce our terms, conditions and policies for business purposes, to comply with legal and regulatory requirements or in connection with our contract.**
- **To respond to legal requests and prevent harm.** If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.

- **Fulfill and manage your orders.** We may use your information to fulfill and manage your orders, payments, returns, and exchanges made through the Website.

- **Administer prize draws and competitions.** We may use your information to administer prize draws and competitions when you elect to participate in our competitions.

- **To deliver and facilitate delivery of services to the user.** We may use your information to provide you with the requested service.

- **To respond to user inquiries/offer support to users.** We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.
- **To send you marketing and promotional communications.** We and/or our third-party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. For example, when expressing an interest in obtaining information about us or our website, subscribing to marketing or otherwise contacting us, we will collect personal information from you. You can opt-out of our marketing emails at any time (see the "WHAT ARE YOUR PRIVACY RIGHTS?" below).
- **Deliver targeted advertising to you.** We may use your information to develop and display personalized content and advertising (and work with third parties who do so) tailored to your interests and/or location and to measure its effectiveness.

3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

In Short: We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.

We may process or share your data that we hold based on the following legal basis:

- **Consent:** We may process your data if you have given us specific consent to use your personal information for a specific purpose.
- **Legitimate Interests:** We may process your data when it is reasonably necessary to achieve our legitimate business interests.
- **Performance of a Contract:** Where we have entered a contract with you, we may process your personal information to fulfill the terms of our contract.
- **Legal Obligations:** We may disclose your information where we are legally required to do so to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).
- **Vital Interests:** We may disclose your information where we believe it is necessary to investigate, prevent, or act regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

- **Business Transfers:** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

4. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

In Short: We may use cookies and other tracking technologies to collect and store your information.

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

5. HOW LONG DO WE KEEP YOUR INFORMATION?

In Short: We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this notice will require us keeping your personal information for longer than the period of time in which users have an account with us.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymise such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

6. HOW DO WE KEEP YOUR INFORMATION SAFE?

In Short: We aim to protect your personal information through a system of organizational and technical security measures.

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security, and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our website is at your own risk. You should only access the Website within a secure environment.

7. DO WE COLLECT INFORMATION FROM MINORS?

In Short: We do not knowingly collect data from or market to children under 18 years of age.

We do not knowingly solicit data from or market to children under 18 years of age. By using the Website, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent such minor dependent's use of the Website. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data, we may have collected from children under age 18, please contact us at hello@wmoclassic.co.uk.

8. WHAT ARE YOUR PRIVACY RIGHTS?

In Short: In some regions, such as the European Economic Area (EEA) and United Kingdom (UK), you have rights that allow you greater access to and control over your personal information. You may review, change, or terminate your account at any time.

In some regions (like the EEA and UK), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal information. To make such a request, please use the contact details provided below. We will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal information, you have the right to withdraw your consent at any time. Please note however that this will not affect the lawfulness of the processing before its withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

If you are a resident in the EEA or UK and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: https://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

If you are a resident in Switzerland, the contact details for the data protection authorities are available here: https://www.edoeb.admin.ch/edoeb/de/home.html.

If you have questions or comments about your privacy rights, you may email us at admin@wmoclassic.co.uk.

Account Information

If you would at any time like to review or change the information in your account or terminate your account, you can:

- Contact us using the contact information provided.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, we may retain some information in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with applicable legal requirements.

Cookies and similar technologies: Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Website. To opt-out of interest-based advertising by advertisers on our Website visit http://www.aboutads.info/choices/.

Opting out of email marketing: You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list – however, we may still communicate with you, for example to send you service-related emails that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes. To otherwise opt-out, you may:

- Contact us using the contact information provided.

9. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

10. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

In Short: Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.

California Civil Code Section 1798.83, also known as the 'Shine The Light' law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Website, you have the right to request removal of unwanted data that you publicly post on the Website. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Website, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g. backups, etc.).

11. DO WE MAKE UPDATES TO THIS NOTICE?

In Short: Yes, we will update this notice as necessary to stay compliant with relevant laws.

We may update this privacy notice from time to time. The updated version will be indicated by an updated 'Revised' date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

12. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may contact our Data Protection Officer (DPO),David page, by email at admin@wmoclassic.co.uk, or by post to:

Win a classic

David page

98/100 Dickons Road

Blackpool

Lancashire

FY1 5BU

United Kingdom

13. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please visit: admin@wmoclassic.co.uk.

MOBILE TERMS OF SERVICE

Win a Classic

Last updated: sept 2023

The Win a Classic mobile message service (the "Service") is operated by The ("Wi-a Classic", "we", or "us"). Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes.

By consenting to Win a Classic's SMS/text messaging service, you agree to receive recurring SMS/text messages from and on behalf of Win a Classic through your wireless provider to the mobile number you provided, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g. order updates, account alerts, etc.). Promotional messages may include promotions, specials, and other marketing offers (e.g., cart reminders).

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with Win a Classic. Your participation in this program is completely voluntary.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

You may opt-out of the Service at any time. Text the single keyword command STOP to wmoclassic or click the unsubscribe link (where available) in any text message you receive. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you. If you have subscribed to other Win a Classic mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms.

For Service support or assistance, email admin@wmoclassic.co.uk.

We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honouring requests made in such messages.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or the Service.

We respect your right to privacy. To see how we collect and use your personal information, please see our Privacy Notice.

https://www.wmoclassic.co.uk/pr

Our Lucky Winners!

Take a look at some of our most recent lucky winners! Keep looking out for more and more winners to be added to this area!

No winners just yet!