

UNITY LOTTERY AGREEMENT

TERMS AND CONDITIONS

1. Application and Entire Agreement

- 1.1 These Terms and Conditions apply to the provision of the Services detailed in this agreement by us (the Company) to you (the Client).
- 1.2 You are deemed to have accepted these Terms and Conditions when you complete the Unity application form.
- 1.3 You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the agreement to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. Recitals

- (a) The Company is engaged in the supply of lottery administration services and, in particular, the Unity lottery.
- (b) The Client wishes to take advantage of those Services for the efficient administration of a lottery.
- (c) This Agreement records the terms of the Services to be supplied by the Company to the Client.

3. Definitions

- 3.1 The following terms shall have the following meanings:
- 3.2 "Confidential Information" means any and all information which relates to the business affairs, products, developments, trade secrets, know how, personnel, customer and suppliers of either party or information which may reasonably be regarded as the confidential information of the disclosing party.
- 3.3 "Intellectual Property" means all vested, contingent and future intellectual property rights including but not limited to copyright, trade marks, design rights, trade names, patents, know-how, trade secrets, database rights or any similar right exercisable in any part of the world including any application for the registration of any patents or registered designs or similar registrable rights in any part of the world
- 3.4 "Lottery" means the Unity lottery to be set up and organised by the Client with the assistance of the Company under the terms of the Gambling Act 2005 as amended and any other statutory or regulatory requirements from time to time in force.
- 3.5 "Member" means any person who has paid the requisite amount to enable them to be entered into a draw of the Lottery and who shall be and continue to be a Member until the Company shall receive notification from the Client that that person wishes to cease to be a Member or until the Member is automatically cancelled by the computer system when the Member has missed an agreed number of draws through non payment of the requisite amount.
- 3.6 "Notice": means any notice required to be given in accordance with the terms of this Agreement, which notice must be in writing.
- 3.7 "Payments" means any amount to be paid by the Client and/or the Company in accordance with the terms of this Agreement.

- 3.8 "Records" means the data relating to the individual Members of the Lottery, to include the Members' name, address, record of payments and winnings and other data that in the reasonable opinion of the Company is required for the effective provision of the Services.
- 3.9 "Required Authorisation" means the authorisation of the relevant registration authority or Gambling Commission to register the Client allowing the Client to run the Lottery and to promote it in Great Britain in accordance with an approved scheme for the running of lotteries.
- 3.10 "Services" means the lottery administration services to be provided by the Company under the terms of this Agreement and the attached Schedule.
- 3.11 "Term" means the Initial Term and Subsequent Terms as more particularly detailed in Clause 4 of this Agreement.
- 3.12 "White mail" means any correspondence received from the Members by the Company in relation to a query, change of Records or complaint.

4. Appointment and Term

- 4.1 The Client appoints the Company to carry out the Services for the Term in return for the Payments.
- 4.2 The Term shall be an initial period of one calendar year commencing on the date of the first Lottery draw made by the Company on behalf of the Client (the Initial Term).
- 4.3 Thereafter, this Agreement shall continue for additional consecutive Terms of one calendar year (the Subsequent Terms) subject always to the right of either party to give the other party three months Notice in writing to terminate this Agreement.
- 4.4 Any Notice given in accordance with Clause 4.3 above must be given so as to take effect either at the end of either the Initial Term or at the end of any of the Subsequent Terms save always that this Agreement may be terminated sooner if both parties consent in writing.

5. The Company's Obligations

- 5.1 To provide the Services detailed in the Schedule to this Agreement and to submit appropriate invoices and/or payment records on a monthly basis to the Client.
- 5.2 To pay to the Client no later than the last working day of each month a sum equal to 50% of the total gross receipts paid to the Company by each Member in respect of their membership of the Lottery in the previous month.
- 5.3 To use reasonable care and attention in the provision of the Services and the performance of its obligations under this Agreement

6. The Client's Obligations

- 6.1 To make the Payments to the Company as follows:-
- 6.1.1 An initial set up fee of £199 which shall be payable on submission of the Client's formal application to join the Lottery (such application being on the Company's approved application form as shall exist from time to time).
- 6.1.2 An ongoing monthly amount (including VAT) equivalent to 50% of the total gross receipts paid to the Company by each Member in respect of their membership of the Lottery for that month. The Client agrees that the Company may deduct these amounts from the total receipts on an ongoing basis, subject to paying to the Client the balance of the receipts as set out in Clause 5.2



- 6.2 To apply for and / or maintain the Required Authorisation and to notify the Company immediately if for any reason the Required Authorisation is suspended, withdrawn or otherwise invalidated.
- 6.3 To ensure any third parties employed to act on the Client's behalf to sell memberships are made aware of the Code of Practice ensuring that no one under the age of 16 is approached, members date of births are recorded and responsible gambling is promoted.
- 6.4 Not to do or permit any act by which, in the opinion of the Company, the Company's rights in the Intellectual Property may be prejudiced or put in jeopardy

7. VAT and Other Taxes

- 7.1 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other similar duties or taxes which may be imposed from time to time
- 7.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums

8. Termination

- 8.1 This Agreement may be terminated forthwith by either party giving Notice in writing to the other if the other party shall:
- 8.1.1 be in material breach of any of the terms of this Agreement which in the case of breach capable of remedy is not remedied by that other party within 30 days of receipt of a written Notice specifying the breach and requiring its remedy
- 8.1.2 be unable to pay its debts or (being an unincorporated body or person) enters into a voluntary arrangement with his/its creditors or (being a company) enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver appointed or in either case ceases for any reason to carry on business or takes or suffers similar action which in the reasonable opinion of the party giving Notice means that the other may be unable to pay its debts
- 8.2 This Agreement may be terminated forthwith by the Company if the Client does not maintain or loses either permanently or temporarily the Required Authorisation.
- 8.3 This Agreement may also be terminated in accordance with the provisions of Clause 4 of this Agreement

9. Effects of Termination

- 9.1 The Client undertakes to the Company that upon termination of this Agreement howsoever arising it shall immediately pay to the Company all arrears of the Payments and any other sums due under the terms of this Agreement
- 9.2 The Company undertakes to the Client that upon termination of this Agreement howsoever arising it shall immediately pay to the Client all arrears of the Payments and any other sums due under the terms of this Agreement
- 9.3 The Client will deliver up to the Company any documents software or other property supplied to it by the Company for its use during the Term of the Agreement
- 9.4 The Company will deliver up to the Client any documents software or other property supplied to it by the Client for its use during the Term of the Agreement

- 9.5 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

10. Confidentiality

- 10.1 Either party receiving information from the other which is Confidential Information or which is marked "confidential" or which may reasonably be supposed to be confidential, including, without limitation, know-how or any information contained in any software or other materials supplied by either party, shall not without the other's prior written consent use or disclose such information save for the purposes of fulfilling their obligations or exercising their rights under this Agreement.
- 10.2 The above shall not apply to information that is lawfully known to the other party at the time of disclosure or which is already in the public domain other than as a result of a breach of this clause or which is trivial or obvious.
- 10.3 Each of the parties undertakes to the other to take all steps as shall from time to time be necessary to ensure compliance with the provisions of this clause by its employees, agencies and subcontractors.

11 The Records and Data Protection

- 11.1 This clause acknowledges the rights and obligations of both the Client and the Company under data protection law (where "data protection law" includes General Data Protection Regulation ("the GDPR"), the Data Protection Act 1998 and in particular is intended to satisfy the requirements of Article 28(3) of the GDPR. For the avoidance of doubt, nothing in this Agreement relieves either the Client or the Company of their own direct responsibilities and liabilities under the GDPR or data protection law.
- 11.2 In this clause the terms "personal data", "processing" "data controller", "data processor", "sub-processor" and "personal data breach" have the same meaning as in the GDPR.
- 11.3 In this clause "Client Personal Data" means any personal data contained in the Records and relating to the following categories of data subjects:
- 11.3.1 subscribers of the Lottery
- 11.4 The provision of the Services by the Company involves the processing of Client Personal Data on behalf of the Client. The Client and the Company hereby acknowledge that the Client is the data controller and the Company is the data processor in relation to any Client Personal Data.
- 11.5 The categories of Client Personal Data which shall be processed by the Company under the terms of this Agreement are:
- 11.5.1 name;
- 11.5.2 date of birth;
- 11.5.3 postal address;
- 11.5.4 email address;
- 11.5.5 mobile telephone number;
- 11.5.6 telephone number;

- 11.5.7 such other data as is necessary to process and administer the Member's purchase of a Lottery Chance.
- 11.6 The Company shall process Client Personal Data for the duration of the Term and no longer.
- 11.7 The Company shall process personal data contained in the Records for the purpose(s) of:
- 11.7.1 properly administering the Lottery; and
- 11.7.2 providing the Services.
- 11.8 The Company shall:
- 11.8.1 only carry out the processing of personal data contained in the Records on the written instructions of the Client (unless required by law to act without such instructions);
- 11.8.2 not use a sub-processor without the prior written authorisation of the Client. If the Company (having received prior written authorisation from the Client) uses a sub-processor, the Company shall impose the terms incorporated in this clause on the sub-processor. For the purposes of this clause, sub-processor shall not be deemed to include third party companies (such as server hosting companies or mail delivery companies) used by the Company in the ordinary course of business and shall be limited to those third party organisations whom the Company wishes to engage to carry out some or all of the Services to be provided to the Client by the Company pursuant to the terms of this agreement.
- 11.8.3 (including its employees, temporary workers and agency workers) not disclose personal data contained in the Records to any data subject or to a third party other than at the written request of the Client or as provided for in this Agreement;
- 11.8.4 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, in relation to Client Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR;
- 11.8.5 assist the Client in meeting its obligations to data subjects under Chapter III of the GDPR. In particular the Company shall:
- (a) promptly notify the Client if it receives a request or complaint from a data subject under any data protection law in respect of his or her personal data; and
- (b) not respond to that request or complaint itself.
- 11.8.6 assist the Client in ensuring compliance with the Client's obligations under Articles 32-36 of the GDPR;
- 11.8.7 by no later than 30 days after the Termination of this Agreement (howsoever caused), securely destroy or return to the Client all of the Records (including for the avoidance of doubt all Client Personal Data) as the Client shall direct in writing;
- 11.8.8 make available to the Client all information necessary to demonstrate compliance with the obligations laid down by Article 23 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client;
- 11.8.9 immediately inform the Client if, in its opinion, an instruction given by the Client does not comply with the GDPR or other data protection law;
- 11.8.10 notify the Client without undue delay on it becoming aware of any personal data breach affecting personal data contained in the Records and shall provide the Client with sufficient information to allow the Client to meet any obligations to notify the Information Commissioner and/or data subjects of the personal data breach under data protection law;

11.8.11 not transfer any personal data contained in the Records outside the European Economic Area without the Client's prior written authorisation and shall ensure that any such transfer complies with Chapter V of the GDPR.

11.9 The Company hereby acknowledges and undertakes to comply with its obligations (in its capacity as data processor) under Chapter IV of the GDPR.

11.10 The Records are and shall remain the property of the Client.

11.11 The Company shall provide the Records to the Client at any time upon the Client's written request in either a text or comma separated variable file format.

12. Miscellaneous

12.1 Warranty

Each of the parties warrants its power to enter into this Agreement and has obtained all necessary approval (if required) to do so

12.2 Receipt

The receipt of any Payments by either party shall not prevent them from questioning the correctness of any statement in respect of such money

12.3 Force Majeure

Neither the Company nor the Client shall be in breach of this Agreement if there is total or partial failure by it of its duties and obligations under this Agreement occasioned by any act of God fire act of government or state or insurrection embargo and any other reason beyond the control of either party. If the cause continues for a continuous period of more than sixty days and substantially affects the basis of this Agreement either party shall have the right to terminate this Agreement upon giving thirty days written Notice of such termination to the other party.

12.4 Severance

If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable or an indication to that effect is received by either of the parties from any competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the Company's discretion it may be severed from this Agreement whereupon the remaining provisions of this Agreement shall remain in full force and effect

12.5 Whole Agreement

This Agreement contains the whole agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This agreement may be varied only by a document signed by both parties.

12.6 Discretion

Any exercise of discretion, judgement or opinion or approval of any matter mentioned in this Agreement or arising from it shall only be binding on a party if the party consents to be so bound and provides the other party with written confirmation of that consent.

12.7 Change of Address

Each of the parties shall give notice to the other of the change or acquisition of any address or

telephone facsimile email address or similar information at the earliest possible opportunity but in any event within 48 hours of such change or acquisition

12.8 Notice

12.8.1 Any Notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery registered post e-mail or fax to the address of the relevant party shown at the head of this Agreement and shall be deemed to have been received by the addressee within 72 hours of posting

12.8.2 Any Notice of proceedings or other notice in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in accordance with this clause

12.9 Headings

Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clauses to which they relate

12.10 Proper Law and Jurisdiction

This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England and both parties submit to the exclusive jurisdiction of the English Courts.

12.11 Waiver

Failure or neglect by either party to exercise any of its rights or remedies under this agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this agreement nor prejudice that party's right to take subsequent action.

12.12 Status of the Company

12.12.1 During the Term the Company shall be an independent contractor and shall not be a servant or partner of the Client

12.12.2 In such capacity the Company shall bear exclusive responsibility for such discharge of any corporation tax and VAT liability arising out of the remuneration for its work performed by it under this Agreement

12.12.3 The Company shall not be subject to directions from the Client as to the method in which it shall perform its work.

12.13 Costs

Each of the parties shall pay its own costs and expenses incurred by it in connection with this Agreement

THE SCHEDULE

The Services to be provided by the Company under Clause 5 of this Agreement

Initial Set-Up:

- Advice on lottery registration.
- License to use the design of the Lottery game.
- Provision of a marketing pack as provided by the Company from time to time, to comprise of leaflets / entry forms, posters, artwork.
- The provision of a fully managed cheque processing system.
- The provision of a fully managed direct debit collection system.
- The provision of a fully managed credit card processing system.
- The provision of a web page specific to the Client on the Unity website.

Set up and operation of a complete lottery administration system for the Client:

- Data capture of new Members information into the lottery software.
- Capture of Member source information and analysis that may be generated using the Company's software programmes.
- The amendment of existing Members details within the lottery software as requested by the Member.
- The entry into the lottery software of payments made by Members who pay by cheque and the processing of all related documentation.
- The entry into the lottery software of payments made by Members who pay by direct debit and the processing of all related documentation.
- The entry into the lottery software of payments made by Members who pay by credit card and the processing of all related documentation.
- The entry into the lottery software of winning £5 entries awarded to the respective Member.
- The processing, printing and postage of all prizewinners' cheques and letters, new Members letters, low credit letters and any other letters produced from time to time directly to Members each week.
- Weekly collection of winning numbers and identification and verification of winners.
- The provision of the prizes for the lottery.
- Processing prize winners list.
- Production of Member data files as either a text or comma separated variable file.
- Provision of lottery and management reports as may be generated from the Company's lottery software programmes on a weekly basis to assist the Client to complete and submit their Gambling Commission or Local Authority submissions as required. Also, to enable the Client to analyse the ongoing performance of their lottery.
- The forwarding to the Client on a weekly basis of any 'White Mail' received at the Company's address.
- 'Lottery Helpline' for Members' enquiries operated during the Company's office hours.
- Storage of 3 standard size boxes of A4 headed paper (measuring 23cm x 23cm x 30cm) and 3 standard size boxes of envelopes (measuring 24cm x 12cm x 27cm) ,Additional storage requirements will incur a further weekly charge, quoted for upon request.
- Associated lottery paperwork will be returned to the Client by the Company on a regular basis at cost.

For the purposes of this Agreement and for the avoidance of any doubt, a Member shall be regarded as any individual person or registered Company introduced by the Client who has paid the requisite amount to enable them to be entered into one or more draws of the Lottery as a player.



A Member shall cease to be a Member if either the Company shall receive notification that that Member wishes to cease to be a Member or the Member's membership is automatically cancelled by the Company's computer system by reason of the Member missing a preset number of draws through not paying for their Lottery number(s).

Any Member who has not paid for their ticket in any given draw but whose membership has not yet been cancelled as detailed above shall remain a Member for the time being but shall not be entered into any draw in respect of which they have not made their due payment in full to the Company.

