



SOCIAL IMPACT PRIZE DRAW

GivePlay Privacy Notice

Clear information about how we use and protect personal data.

Promoter: GivePlay Ltd |
Version 0.2 | 6th September 2026

Our privacy promise
GivePlay is designed around trust, fairness and customer choice. We aim to collect only the information we need, explain how it is used, protect it appropriately, and give people practical control over marketing, cookies and their data rights.

This notice is written for GivePlay's UK prize-draw service, including paid entry, genuine free postal entry, instant-win products where offered, subscriptions, prize fulfilment, charity selection and customer-protection controls. It is not adapted by simple name replacement from another operator's policy.

1. About this notice

This Privacy Notice explains how GIVE PLAY LTD (trading as GivePlay) ("GivePlay", "we", "us" or "our") collects, uses, shares, stores and protects personal data when you visit or use our website, create or manage an account, enter a prize draw, use an instant-win product, take out or manage a subscription, select a charity, contact us, respond to a survey, interact with our advertising or become a winner.

It also explains your rights under the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (PECR), and relevant amendments made by the Data (Use and Access) Act 2025.

This notice should be read alongside our Terms and Conditions, individual Draw Rules, Cookie Notice, Responsible Participation information and any short privacy information shown when we collect data for a specific purpose. Those documents supplement this notice and do not replace it.

2. Who we are and how to contact us

GIVE PLAY LTD is the controller responsible for deciding how and why personal data is used in connection with the GivePlay service. GivePlay is a commercial prize-draw operator; it is not a charity. Entrants may choose a participating charity to support, but entry payments are commercial revenue and are not charitable donations or eligible for Gift Aid.

Our details are:

Item	GivePlay detail
Legal entity	GIVE PLAY LTD
Company number	17443489
Registered office	124 City Road, London, EC1V 2NX
Website	www.giveplay.org
Privacy contact	cmmunity@giveplay.org
Data-protection lead	Mr Lee Willows, Co-Founder, Data-protection Lead
ICO registration	Pending

Please keep the information in your account accurate and tell us if your details change. All changes can be updated via your account or email community@giveplay.org

3. The personal data we collect

Depending on how you use GivePlay, we may collect and use the following categories of personal data:

1. **Identity and contact data:** name, title, date of birth, age confirmation, postal address, email address, telephone number and account identifiers.
2. **Account and authentication data:** username, password hash or other authentication credentials, login records, account status, preferences and security settings.
3. **Eligibility and verification data:** country of residence, identity-document details or copies where reasonably required, age/identity verification results, address checks and records showing whether eligibility checks were passed.

4. **Entry and draw data:** draws entered, entry route, entry numbers or identifiers, ticket quantity, dates and times, promotional codes, instant-win outcomes, prize credits, refunds and draw results.
5. **Free-entry data:** information supplied in a valid postal entry, including your name, address, date of birth or age confirmation, contact details, draw identification and any information required by the relevant Draw Rules.
6. **Subscription and transaction data:** subscription plan, renewal and cancellation status, payment amount, date, currency, payment status, billing address, refunds and transaction references.
7. **Payment data:** our payment provider processes full card details. GivePlay should normally receive only a masked card reference, card type, expiry information, payment token, billing result and fraud/risk signals rather than your full card number or security code.
8. **Charity-choice data:** the charity or cause you choose, campaign allocation and related impact preferences. We generally use this to calculate support and aggregated impact, not to disclose your identity to a charity.

The personal data we collect (continued)

9. **Technical and usage data:** IP address, device and browser type, operating system, time zone, approximate location derived from IP, device or cookie identifiers, pages viewed, clicks, referring source, session events and diagnostic logs.
10. **Marketing and communications data:** marketing choices and consent records, channel preferences, messages sent and opened, links clicked, suppression status, campaign responses and social-media interactions.
11. **Customer-protection data:** spend or entry patterns, limits, pauses, marketing exclusions, account restrictions, requests for support, and information you choose to provide when asking us to help manage participation.
12. **Fraud and security data:** device, account, payment and behavioural signals, failed verification attempts, chargebacks, duplicate-account indicators, suspected misuse, audit logs and investigation outcomes.
13. **Customer-service and complaint data:** correspondence, call or chat records where used, complaint details, supporting evidence, outcomes and records of data-rights requests.
14. **Winner and prize-fulfilment data:** information required to verify a winner and deliver or transfer a prize, including identity, address, bank or payment details, travel information where relevant, signatures, ownership-transfer documents and correspondence with prize partners.
15. **Publicity data:** first name, surname initial, broad location, photographs, video, voice, testimonials or a winner story. Wider publicity will be based on a separate, informed choice or release where appropriate.
16. **Survey and preference data:** answers you choose to provide about products, prizes, service quality or customer interests.
17. **Profile or inferred data:** limited predictions about likely interests or preferred prizes derived from account, entry and engagement data, where this is lawfully enabled.

Special-category and criminal-offence data

GivePlay does not need special-category data (such as health, disability, ethnicity, religion, political opinions, sexual orientation or biometric identification data) for ordinary entry. You may choose to share limited health, disability or vulnerability information when asking for accessibility or participation support. We will use it only where necessary, with an appropriate Article 6 lawful basis and Article 9 condition, and with additional safeguards. Please do not send more sensitive information than is needed.

We do not routinely seek criminal-conviction data. If a legally required winner, fraud or sanctions check would involve this kind of data, we will first identify and document the additional legal condition and provide any further transparency information required.

We may create aggregated or genuinely anonymous information for reporting and analysis. Information that cannot reasonably identify an individual is not personal data. If we combine anonymous or aggregated information with identifiable data, we treat the combined information as personal data.

4. How we collect personal data

18. **Directly from you:** when you browse, register, enter, subscribe, use a promotional code, select a charity, contact us, exercise a right, complete a survey or claim a prize.
19. **Automatically:** through our website, account systems, logs, cookies and similar technologies, subject to the choices and exemptions explained in our Cookie Notice.

20. **From service providers:** including the hosted platform/CRM provider, payment processor, age and identity verification provider, fraud-prevention providers, communications providers, analytics services and prize-fulfilment partners.
21. **From partners and referral sources:** such as affiliates, creators, publishers or corporate partners, where they provide an attribution identifier or data in accordance with their own transparency duties and the law.
22. **From public or official sources:** such as Companies House, public registers, social-media interactions or information needed to verify a winner or investigate suspected fraud, where lawful and proportionate.

5. How and why we use personal data

We use personal data only where we have identified an appropriate lawful basis. More than one basis may apply where an activity has distinct purposes. We record our decision before processing and review it if the purpose changes.

Purpose	What we do	Lawful basis
Provide and secure the website	Deliver pages and account functions; authenticate users; maintain availability; diagnose faults; protect systems.	Contract where needed to provide a requested service; legitimate interests in operating a secure service; consent or a PECR exemption for device storage/access.
Create and manage accounts	Register you, maintain profile and preferences, send essential service messages, process closure.	Contract; legitimate interests in accurate administration and security.
Accept paid and free entries	Record valid entries, apply promotions, reconcile entries and maintain the draw record.	Contract; legitimate interests in fair and auditable administration; legal obligation for accounting records where applicable.
Run subscriptions and payments	Take and reconcile payments, renew/cancel subscriptions, issue receipts/refunds and resolve failed payments.	Contract; legal obligation for tax/accounting; legitimate interests in payment security and debt prevention.
Verify eligibility and identity	Confirm age, UK residency and identity; prevent duplicate or prohibited accounts; validate winners.	Contract; legitimate interests in eligibility, fairness, customer protection and fraud prevention; legal obligation where a specific law applies.
Select and contact winners	Conduct an auditable draw, match the winning entry, notify the winner and validate the claim.	Contract; legitimate interests in fair, transparent administration.
Fulfil prizes	Arrange payment, booking, delivery or ownership transfer; liaise with travel or prize partners.	Contract; legal obligation where applicable; consent if optional sensitive or publicity information is involved.

How and why we use personal data (continued)

Purpose	What we do	Lawful basis
Record charity choice and impact	Allocate campaign support, reconcile amounts and publish aggregated impact reports.	Contract where part of the entry proposition; legitimate interests in transparent impact reporting.
Provide customer support and handle complaints	Answer questions, investigate issues, keep evidence, give outcomes and improve service.	Contract; legal obligation for data-protection complaints and rights; legitimate interests in resolving disputes and improving service.
Customer protection and participation controls	Apply limits, pauses, exclusions, marketing suppression and account interventions requested by you or justified by risk.	Contract; legitimate interests in safer, fair participation; recognised legitimate interests only where the statutory purpose and conditions apply.
Prevent and investigate fraud, crime and misuse	Use account, payment, device and behavioural signals; investigate chargebacks, abuse and security incidents; preserve evidence.	Recognised legitimate interests for preventing or investigating crime where applicable; otherwise legitimate interests; legal obligation where required.
Send direct marketing	Send GivePlay news, draw and offer messages by email, SMS, telephone, post or other chosen channels; maintain opt-out records.	Consent where required; legitimate interests where permitted, including any valid PECR soft opt-in. You can object or opt out at any time.
Advertising, measurement and personalisation	Measure campaigns, suppress existing or opted-out customers, build audiences and tailor content or prize recommendations.	Consent for non-exempt tracking and personalised advertising; legitimate interests for proportionate first-party analysis and service improvement where lawful.
Winner transparency and publicity	Publish limited winner information to demonstrate genuine awards; use interviews, images or stories for wider publicity.	Legitimate interests in transparent promotions for limited winner details, subject to objection; consent or a separate release for wider publicity.
Research, surveys and product development	Understand preferences, test ideas, analyse service quality and develop new features using minimised or aggregated data where possible.	Consent where promised or sensitive data is involved; otherwise legitimate interests in improving GivePlay.
Business, legal and regulatory administration	Keep corporate and financial records, obtain professional advice, establish or defend legal claims, respond to lawful requests and support a business reorganisation.	Legal obligation; legitimate interests in running and protecting the business and legal rights.

When you must provide information

Some information is needed to create an account, enter a draw, process a payment, confirm eligibility or fulfil a prize. If you do not provide required information, we may be unable to register an entry, provide the relevant service or award a prize. We will explain what is mandatory at the point of collection. Marketing information and optional winner publicity are not conditions of entry.

6. Prize draws, free postal entries and instant wins

We process paid and valid free postal entries so that each eligible entry can be registered, included in the relevant draw and audited. The entry route is recorded for administration and reconciliation; it does not change an eligible entry's chance of winning. Free postal-entry details are not used for electronic marketing unless we have a separate lawful route to do so and have provided the required choice.

For instant-win products, the system may record the entry identifier, time, prize allocation and outcome immediately so we can show the result, protect prize inventory, investigate disputes and fulfil a win. The mechanism may be automated, but the award is governed by the applicable product rules and audit controls.

We retain sufficient draw and entry records to demonstrate that entries were handled correctly, investigate complaints and defend legal claims. We restrict access and minimise the data used in audit reports wherever possible.

7. Subscriptions and payments

If you choose a recurring subscription, we use your subscription status, payment token and transaction history to administer renewals, provide entries, send essential reminders or service information, process cancellation and resolve failed payments. Essential messages about an active subscription are service communications, not marketing.

Payments are handled by an authorised payment provider. GivePlay does not intend to store full card numbers or card security codes on its own systems. The payment provider may act as our processor for some activities and as an independent controller where it has its own legal, fraud-prevention or regulatory obligations. Its privacy information will apply to those independent activities.

8. Charity choice and impact reporting

Where a campaign lets you choose a participating charity, we record that selection to calculate and evidence the allocation promised in the relevant Draw Rules. Unless we clearly tell you otherwise and have an appropriate lawful basis, participating charities receive aggregated campaign and impact information rather than an identifiable list of entrants.

Public impact updates may include totals, campaign outcomes and anonymised or aggregated patterns. A charity will receive your contact details only where this is needed for a specific jointly explained activity, you ask us to pass them on, or you give an informed marketing choice.

9. Marketing, advertising and personalisation

We want marketing to be relevant, proportionate and easy to control. We may send marketing where you have consented or, for our own similar products and services, where the PECR soft opt-in is valid and we gave you a clear chance to opt out when details were collected and in every message. We will not treat acceptance of this Privacy Notice or the Terms and Conditions as marketing consent.

23. Use the unsubscribe link or instructions in a message.
24. Change available communication settings in your account.
25. Use our cookie-preference centre for non-essential tracking choices.
26. Contact the privacy address in section 21.

We may retain the minimum information necessary on a suppression list after you opt out so that we do not contact you again by mistake. Opting out of marketing does not stop essential messages about your account, entries, subscription, payments, prize claim, security or changes that materially affect a service you use.

If enabled, we may use entry, account and engagement data to group customers by broad interests, recommend relevant prize categories, measure campaign performance, exclude existing customers from acquisition advertising or create audience segments on advertising platforms. We will obtain consent where tracking or profiling technology requires it, use minimised or pseudonymised identifiers where practicable, and provide controls. We do not sell personal data.

We will not share your contact details with another company so that it can send its own electronic marketing unless you have made a specific, informed choice or another clear lawful route applies.

10. Cookies and similar technologies

Our website may use cookies, pixels, software development kits, local storage, device identifiers and similar storage or access technologies. Some are necessary for security, authentication, payments, preferences and core functionality. Others support analytics, service improvement, advertising measurement or personalisation.

We will not set or access non-exempt technologies before obtaining valid consent. Where the law permits an exemption, including for qualifying statistical or functionality purposes, we will meet the conditions for that exemption, provide clear information and offer any required opt-out. Our Cookie Notice and preference centre will identify the live technologies, providers, purposes and durations and will let you change your choices.

11. Customer protection, fraud checks and automated tools

GivePlay may use rules and automated tools to support age or identity checks, detect duplicate accounts or unusual payment activity, apply requested limits or pauses, suppress marketing, protect entries and prioritise cases for human review. These tools may produce a risk flag or recommendation; they are designed to support fair and secure administration, not to make assumptions about a person's health or character.

We do not intend to make a decision based solely on automated processing that has a legal or similarly significant effect without the safeguards required by data-protection law. If we introduce such processing, we will give meaningful information about the decision, provide a route to make representations, enable human reconsideration and allow you to contest the outcome. We will conduct a data-protection impact assessment where the processing is likely to create a high risk.

A temporary block or verification request may be applied automatically to protect an account or payment. You can ask customer support for a human review. We may withhold details of fraud controls where disclosure would undermine security or prevention, but this does not remove your statutory rights.

12. Who we share personal data with

We share only what is reasonably necessary with recipients such as:

27. **Hosted platform, CRM and IT providers:** to run accounts, entries, draws, audit records, customer communications, reporting, hosting, backup and support.
28. **Payment, banking and fraud-prevention providers:** to authorise and reconcile payments, recurring billing, refunds, chargebacks, prize payments and risk checks.
29. **Age and identity verification providers:** to verify eligibility or winners and return a result or risk signal.
30. **Independent draw, randomness and audit providers:** to select or verify winners and evidence an auditable process, using minimised identifiers where practicable.
31. **Prize suppliers and fulfilment partners:** to book, deliver, pay or transfer prizes and provide winner support.
32. **Charity partners:** normally aggregated impact and allocation information; identifiable information only for a clearly explained, lawful purpose.
33. **Customer-service and communications providers:** to manage email, SMS, telephone, webchat, support tickets and essential service communications.

34. **Analytics, advertising, affiliate and social-media partners:** to attribute referrals, measure campaigns, suppress audiences or show relevant advertising, subject to consent and other legal requirements.
35. **Professional advisers and insurers:** including lawyers, accountants, auditors, banks, insurers and compliance specialists.
36. **Regulators, the Advertising Standards Authority, dispute-resolution bodies, courts, law enforcement and public authorities:** where required or lawfully requested, or to protect rights, safety and platform integrity.
37. **A buyer, investor or successor:** as part of due diligence, financing, restructuring, merger or sale, subject to confidentiality and data-protection safeguards.

Our processors must act only on documented instructions, keep data secure, help us meet data-rights and breach duties, control subprocessors, delete or return data at the end of the service and support audits. Some recipients, such as banks, payment providers, travel suppliers, regulators or social-media platforms, may also act as independent controllers for their own purposes.

Winner information

To demonstrate that prizes are genuinely awarded, GivePlay may publish or make available limited information such as a winner's first name, surname initial and broad location. You may object before publication or ask us to stop future publication. An objection will not affect eligibility or the award of a prize. We may still need to provide winner information privately to the Advertising Standards Authority or another competent body where required. Photographs, video, interviews and detailed winner stories will be handled separately and, where appropriate, with consent or a written release.

13. International transfers

Some technology, payment, communications, analytics, advertising or prize partners may process personal data outside the United Kingdom. Before making a restricted transfer, we assess the recipient, location, purpose and safeguards. Depending on the transfer, we may rely on UK adequacy regulations (including an applicable data bridge), the UK International Data Transfer Agreement, the UK Addendum to approved standard contractual clauses, binding corporate rules, or a specific statutory exception.

Where required, we carry out a transfer risk assessment and apply supplementary technical, contractual or organisational measures. You may contact us for further information about the safeguards relevant to your data, although we may redact commercially confidential or security-sensitive material.

14. How long we keep personal data

We keep personal data only for as long as it is reasonably needed for the purpose collected, including to provide the service, evidence fair draw administration, meet legal, tax and accounting duties, handle complaints, prevent fraud and establish or defend legal claims. We consider the amount, nature and sensitivity of the data, risk of harm, available alternatives and applicable limitation periods.

At the end of a retention period, we securely delete or anonymise the information. Backup copies may persist for a limited period and will be isolated from normal use until overwritten. We may retain information longer where a complaint, investigation, chargeback, legal hold or anticipated claim requires it. Proposed default periods are in Appendix A and must be validated against live systems before publication.

15. How we protect personal data

We use and require proportionate technical and organisational measures designed to protect personal data from accidental or unlawful loss, alteration, destruction, access or disclosure. Measures may include access controls, least-privilege permissions, multi-factor authentication, encryption in transit and at rest where appropriate, secure development and change controls, logging and monitoring, backups, staff confidentiality and training, supplier due diligence, vulnerability management and incident-response procedures.

No online service can guarantee absolute security. If a personal-data breach occurs, we will investigate, contain and assess it, notify the Information Commissioner's Office within the required period where necessary, and tell affected individuals without undue delay where the breach is likely to create a high risk.

16. Your data-protection rights

Depending on the circumstances and lawful basis, you may have the right to:

- **Be informed:** receive clear information about how your data is used.
- **Access:** ask for a copy of your personal data and related information.
- **Rectification:** correct inaccurate or incomplete data.
- **Erasure:** ask us to delete data where there is no overriding reason to retain it.
- **Restriction:** ask us to limit use of data in specified circumstances.
- **Object:** object to processing based on legitimate interests or recognised legitimate interests in appropriate circumstances. You have an absolute right to object to direct marketing.
- **Data portability:** receive certain data you provided in a structured, commonly used and machine-readable format, or ask us to transmit it to another controller where technically feasible.
- **Withdraw consent:** withdraw consent at any time for future processing where consent is the basis. This does not affect processing already carried out lawfully.
- **Safeguards for significant automated decisions:** make representations, obtain human intervention or reconsideration, and contest a qualifying solely automated decision.
- **Complain:** use our complaints process and complain to the Information Commissioner's Office.

Rights are not always absolute. For example, we may need to keep transaction or draw records to comply with law or defend a claim, and we must protect other people's information. If an exemption applies, we will explain our decision unless the law prevents us from doing so.

There is normally no fee. We may charge a reasonable fee or refuse a request only where the law allows, such as where a request is manifestly unfounded or excessive. We may ask for proportionate information to verify your identity and clarify the scope. We aim to respond without undue delay and ordinarily within one month, subject to any lawful extension for complexity or multiple requests.

17. Data-protection complaints

You can make a data-protection complaint using the contact details in section 21. Please include enough information for us to understand the concern, the data or interaction involved, relevant dates and the outcome you are seeking.

We will acknowledge a data-protection complaint within 30 days of receiving it. Without undue delay, we will take appropriate steps to investigate and respond, keep you informed where the investigation is ongoing, and tell you the outcome. We keep a record so we can evidence our response and improve our practices.

You may also complain to the Information Commissioner's Office (ICO), the UK's data-protection regulator. We would appreciate the opportunity to address your concern first, but you do not have to contact us before approaching the ICO. Visit ico.org.uk/make-a-complaint or call 0303 123 1113.

18. Age restriction and children's data

GivePlay prize draws and accounts are intended only for people aged 18 or over who meet the eligibility rules. We do not knowingly accept entries from, or create accounts for, children. We may use age-gating and proportionate age-assurance measures to enforce this rule. If you believe a child has provided personal data, contact us so we can investigate, restrict the account and delete the data where appropriate.

19. Changes to this notice

We keep this notice under regular review. We will publish the updated version with a revised date. If a change materially affects how we use personal data, we will take reasonable steps to bring it to your attention, such as an account notice or email, and obtain consent where a new consent is required.

20. Third-party links and services

Our website may link to charities, prize suppliers, travel providers, payment services, social-media platforms or other third parties. Those organisations may collect data as independent controllers under their own privacy information. We do not control their independent practices, so please review the relevant notice before providing information.

21. Contact details

For privacy questions, rights requests or complaints, contact community@giveplay.org or write to us at 124 City Road, London, EC1V 2NX.

Publication date: 06 September 2026



Appendix A. Proposed retention schedule

Internal validation required

These periods are a proportionate starting point based on GivePlay's proposed operating model.

Data category	Proposed default retention
Account profile and authentication	While active, then normally 6 years after closure or last transaction; security credentials should be deleted or disabled promptly at closure.
Entry, draw, instant-win and transaction records	Normally 6 years after the relevant draw, transaction or last account interaction, to evidence administration, tax records and legal claims.
Free postal-entry records	Normally 6 years after the relevant draw where needed for audit and claims; minimise retained envelope and contact data.
Subscription and payment records	Normally 6 years after the financial year or transaction relationship ends, subject to accounting and tax requirements.
Full payment-card data	Not stored by GivePlay. Retained by the payment provider under its own legal and security schedule.
Identity documents	Delete copies as soon as verification or prize transfer is complete; proposed maximum 90 days unless a dispute, fraud investigation or legal duty requires longer. Retain the verification result separately where necessary.
Verification results and winner records	Normally 6 years after verification or prize fulfilment; longer for ownership records or legal claims where necessary.
Customer-service and complaint records	Normally 6 years after closure, with shorter periods for routine low-risk enquiries where feasible.
Data-rights request and complaint log	Normally 6 years after completion to evidence compliance; retain only necessary proof of identity.
Marketing contact and engagement data	While marketing is active and normally no more than 24 months after meaningful engagement without refreshed permission or another lawful reason.
Marketing suppression record	Minimal identifier retained for as long as needed to honour the opt-out, potentially indefinitely.
Cookie and consent records	For the duration stated in the Cookie Notice and long enough to evidence the choice; review at least annually and when purposes change.
Security, device and fraud logs	Proposed 12-24 months, or longer where linked to an active investigation, chargeback, legal hold or confirmed abuse.
Winner publicity	Limited winner register for the period needed to evidence the award; photos, video and stories under the release or until consent is withdrawn for future use, subject to lawful archival and prior publication.
Charity allocations and impact data	Normally 6 years for financial and campaign evidence; public reports should be aggregated or anonymised.
Backups	According to the documented backup rotation, proposed maximum 90 days before overwrite, unless isolated for incident recovery or legal hold.