

Terms & Conditions:

'White Ribbon Swansea to Blacktown Say NO to Domestic Violence Charity Ride' raffle

The raffle commences Monday 25 September, 2017 and closes Monday 27 November, 2017

1. PROMOTER

The Promoters are Wash House (ABN 22 742 410 284), Blacktown Women & Girls Health Centre (ABN 98 059 698 895) and The Women's Cottage (ABN 12 756 046 044) ("the Promoter").

2. CONDITIONS OF ENTRY

Information on how to enter and the prize(s) form part of these Terms and Conditions. By entering the raffle, participants agree to be bound by these Terms and Conditions. Participation in this raffle is deemed acceptance of these Terms and Conditions.

3. RAFFLE PERIOD

The raffle commences at 8.30am AEST on Monday 25 September, 2017 and closes at 8.30am Monday 27 November, 2017 ("raffle period").

4. HOW TO ENTER

To be eligible to enter, individuals must purchase one (1) raffle ticket for \$10 between Monday 25 September, 2017 8.30am and Monday 27 November, 2017 8.30am. ("Raffle Period") ("Qualifying Purchase").

5. LIMITATIONS ON ENTRY

Entrants must be 18 years of age or older.

6. DRAWS (SELECTION OF WINNERS)

a) The draw will take place at Blacktown Workers Club, 55 Campbell Street, Blacktown on Monday 27 November 2017 at 08:45am AEST. The draw will be conducted by Mr Rod Cullen, Dealer Principal - Lander Toyota Blacktown.

If the draw dates change for any reason, entrants will be informed in writing.

c) The first valid raffle that is drawn from the barrel will be deemed the provisional winner (subject to verification) and will receive a new Toyota Yaris Hatch 5 Door Automatic non-metallic valued at \$17,490 drive away.

7. PRIZE

The prize is a new Toyota Yaris Hatch 5 Door Automatic non-metallic. The total prize pool is \$17,490.

a) The first valid raffle drawn will win a new Toyota Yaris Hatch 5 Door Automatic non-metallic valued at \$17,490 drive away. The winner will be required to collect the car from Lander Toyota, 122 Sunnyholt Road, Blacktown NSW 2148.

b) The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the prize is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

8. NOTIFICATION OF WINNER

The winner will be notified by phone within two (2) business days of the each draw as outlined in 7b). The winner's name will also be published in the Sydney Morning Herald.

9. UNCLAIMED PRIZE DRAW

A draw for the prize, if unclaimed may take place at Blacktown Workers Club, 55 Campbell Street, Blacktown on Wednesday 21 February, 2018 at 8.30am AEST.

In the case of a winner they will be notified by phone within two (2) business days of the each draw as outlined in 7b). The winner's name will also be published in the Sydney Morning Herald.

10. PRIVACY

The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.washhouse.org.au, www.womensandgirls.org.au and www.womenscottage.org.au. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

11. LIMITATION OF LIABILITY

- (a) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- (b) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
 - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in prize value to that stated in these Terms and Conditions;
 - (e) if the delivery of any vehicle is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter;
 - (f) any tax liability incurred by a winner or entrant; or
 - (g) use of the prize.

12. GENERAL

- (a) The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's

discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

- (b) Incomplete, indecipherable or illegible entries will be deemed invalid.
- (c) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- (d) The Promoter's decision is final and no correspondence will be entered into.
- (e) If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- (f) Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize, then the prize will be forfeited.
- (g) Total prize pool value is AU\$17,490. Prize is not transferable or exchangeable.
- (h) Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- (i) If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- (j) As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.