

North Ballarat Sports Club

COMMUNITY DRAW #23

Terms & Conditions of Entry

General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Subject to the clauses below, entry is open to all residents of Australia who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 18, as of the date of entry. No tickets can be purchased from outside of Australia.
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition.
5. The Promoter is North Ballarat Sports Club Inc, ABN 32 475 175 863, 725 Creswick Road, North Ballarat, VIC, 3350. Telephone (03) 5339 5944.

How to enter

6. Entries can be made by purchasing from the promoters page on rafflelix.com.au website throughout the promotion period. Please note that purchasing through this site means that the entrant also agrees to abide by the terms and conditions of the site as well as those of the promoter. These can be found at rafflelix.com.au

Open, Close, Draw dates

7. The competition commences on **Monday 12/10/2020** at 7:00pm (AEST) and closes **Monday 19/10/2020** at 6.00pm ('**Promotional Period**'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time. During this period there will be three weekly draws from tickets purchased during that week, as below

Start Date	End/Draw Date
12/10/2020	19/10/2020

Number of Entries permitted

8. There is no limit to the number of times that an individual may enter into a draw. The odds of winning is dependent on the number of purchases within promotion period.
9. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
10. Entries must provide contact details on major draw entry tickets to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.
11. The number of tickets allocated to an entrant is determined by the amount donated in each transaction, as below:-

\$ donation	tickets
5	5
8	10
10	15
15	25
20	35
25	50
50	150

Prizes & Draws

12. At 6.00pm on Monday 12/10/2020 a staff member will conduct an electronic draw indicating the winning ticket number(s). The first drawn winner will win a Double Pass to Grand Final Day @ North + \$50 Club Cash. A further ten draws will be conducted, and prizes awarded as per the table below.
 1. **Double Pass to Grand Final Day @ North + \$50 Club Cash! - Valued at \$130**
 2. **Great Northern Super Crisp 30 Pack – Valued at \$47**
 3. **Midvale Meats - \$40 Gift Voucher – Valued at \$40**
 4. **Midvale Meats - \$40 Gift Voucher – Valued at \$40**
 5. **Midvale Meats - \$40 Gift Voucher – Valued at \$40**
 6. **Peach’s Fruit Market - \$30 Gift Voucher – Valued at \$30**
 7. **Peach’s Fruit Market - \$30 Gift Voucher – Valued at \$30**
 8. **Peach’s Fruit Market - \$30 Gift Voucher – Valued at \$30**
 9. **North Ballarat Sports Club - \$30 Voucher – Valued at \$30**
 10. **North Ballarat Sports Club - \$30 Voucher – Valued at \$30**
13. The total prize pool is **\$447.00**
14. Winners will be notified by email/telephone and the promoters Facebook page at 8pm on each draw date
15. Prizes will be delivered within a 10km radius of the promoter’s premises at no cost. Should the winner live outside of this radius postage or delivery charges may apply.

Further Terms and Conditions

16. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

17. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
18. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
19. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection statement

20. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
21. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at reception. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, North Ballarat Sports Club (ABN 32 475 175 863) 725 Creswick Road, Ballarat,3350, Victoria.
22. By using the rafflelix.com.au website for donations, the entrant is also subject to the privacy policies of that site. These can be found at <https://www.raffletix.com.au/privacy>

Copyright, Statutory guarantees, Waiver and liability

23. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
24. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
25. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.

26. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
27. 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) any tax liability incurred by a winner or Entrant; or (f) use of a prize The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.