

# Aussie Helpers Raffle - TERMS & CONDITIONS

This Raffle is run by Aussie Helpers Ltd ("**Aussie Helpers**") of 18 Wills Street CHARLEVILLE QLD 4770, (ABN 29126111582). To contact Aussie Helpers, please call 1300 665 232.

- Information on how to enter forms part of the terms and conditions of entry.
- Purchase of a raffle ticket is deemed acceptance of these Terms and Conditions.
- All proceeds from the raffle tickets will be donated to Aussie Helpers.

## WHO CAN ENTER?

- Entry is open to all permanent residents of NSW, QLD, VIC, SA and WA, aged 18 years or older.
- Employees, directors or officers of Aussie Helpers, any companies or agencies associated with this raffle, and their immediate families, are ineligible to purchase raffle tickets. **Immediate families** means a person's spouse and family members residing at the same premises as the person of an employee of Aussie Helpers.

## HOW TO ENTER

- Raffle ticket sales will commence on Friday September 3<sup>rd</sup> 2021 at 9:00am (AEST) and conclude on Saturday 30 October 2021 at 8.00PM (AEST) ("**Promotion Period**").
- To enter, entrants must, during the Promotion Period:
  - purchase a raffle ticket/s in person and
  - provide their contact details (first name, last name, full address, valid email address and mobile phone number) in the section provided.

- No late entries will be accepted. Incomplete or incomprehensible entries will be ineligible.
- Entrants are not restricted or limited to the number of raffle tickets which may be purchased during the Promotion Period.
- Aussie Helpers reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity) 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. Failure by Aussie Helpers to enforce any of its rights at any stage does not constitute a waiver of these rights.

## **PRIZE**

- The prize is a new Mitsubishi Eclipse Cross 2021 ES 2WD 1.5L CVT in 'Lightning Blue' colour, valued at AUD \$34,700. Prize value is the recommended retail value as provided by the supplier and is correct at time of publishing.
- The prize includes on-road costs (stamp duty, 12 months registration, compulsory third party insurance and dealer delivery charges), but does not include comprehensive motor vehicle insurance. Aussie Helpers strongly recommends that vehicle insurance is purchased by the winner before the winner takes possession of the vehicle. All optional extras and accessories, and any other insurance not stated, fuel, personal costs and all other ancillary or related costs are not included.
- The prize will be delivered to the winner at Aussie Helpers expense within 28 days after the winner is decided. Risk of loss or damage to the vehicle passes to the winner upon delivery.
- The winner is responsible for making suitable arrangements to claim their prize, including providing all necessary information and completing the necessary paperwork to transfer title and registration in the vehicle.
- Prize cannot be transferred or redeemed for cash.
- If a prize is not available for any reason, Aussie Helpers reserves the right to substitute the prize with another item of equal or greater value if the winner agrees in writing and subject to any approvals from regulatory authorities.

## **SELECTION OF WINNER**

- The winner will be chosen at random by draw, which will take place on Saturday October 30th 2021, at 10PM (AEST), at the Hats Off to Our Farmers Gala, Gladstone Events Centre, cnr Wood & Bell Street, South Gladstone QLD 4680. Entrants need **not** be present to win.
- The first valid entry drawn will win the prize as described above.
- The winner will be notified by phone and in writing (i.e. email) within 2 days of the winner being drawn, and the winner's details will be published on the Aussie Helpers website from 1 November 2021.
- Proof of identification and entry considered suitable for verification is at the discretion of Aussie Helpers.
- Aussie Helpers will not enter into any correspondence regarding the competition result.

## **SECOND CHANCE DRAW**

- If the winner does not respond within 3 months of being notified that they have won the raffle, that winner is not readily identified and reasonable efforts have been made by Aussie Helpers to identify the winner were unsuccessful, they will automatically forfeit their prize and Aussie Helpers reserves the right to select another winner through a second chance draw.

## **STANDARD TERMS**

- Nothing in these terms and conditions limits, excludes, modifies or purports limit, exclude or modify Aussie Helpers liability in relation to the consumer guarantees under the Australian Consumer Law (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Aussie Helpers (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 raffle including:
  1. any technical difficulties or equipment malfunction (whether or not under Aussie Helper's control);
  2. any theft, unauthorised access or third party interference;

- any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Aussie Helpers) due to any reason beyond the reasonable control of Aussie Helpers.
1. any variation in prize value to that stated in these terms and conditions.
  2. any tax liability incurred by the winner or entrant; or
  3. use of the prize.
  4. To the extent permitted by law (including the Australian Consumer Law), if for any reason the raffle is not capable of running as planned, including (but not limited to) tampering or any other causes beyond the control of Aussie Helpers, which corrupt or affect the administration security, fairness or integrity or proper conduct of the raffle, Aussie Helpers reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be appropriate, and to cancel, terminate, modify or suspend the raffle, subject to regulatory approval.
  5. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, pandemics, acts of God, civil unrest, strikes; Aussie Helpers may in its absolute discretion cancel or postpone the promotion and recommence it at another time on the same conditions subject to regulatory approval.
  6. By entering into the raffle, the winner agrees to participate in promotional activity relating to the raffle and Aussie Helpers.
  7. Aussie Helpers is not liable for any tax implications arising from prize winnings, including fringe benefits tax. Independent financial advice should be sought prior to accepting the prize.
  8. The laws of QLD apply to this competition. Entrants submit to the exclusive jurisdiction of the laws of QLD.

## **AUTHORISATIONS**

9. Aussie Helpers Limited is a charity registered with the ACNC and licenced to undertake fundraising in the state of New South Wales (licence number CFN20317 ); Queensland (licence number CH2117 ); South Australia (licence number CCP4038); Victoria (licence number FR0016088);Western Australia (licence number CC22936).

