

## Terms and Conditions for Steps of Hope Car Raffle (Terms and Conditions)

NSW Art Authority Number: GOCAU/2386 (Art Union Authority)

### General

1. The operator of the Steps of Hope Art Union Lottery (the **Raffle**) is Steps of Hope Limited ABN 84 636 391 298 (**Operator**). The Operator is a not-for-profit organisation.
2. The Raffle is conducted for the charitable purposes of Steps of Hope Limited (**Charitable Purpose**).
3. The laws of New South Wales apply to the conduct of the Raffle and the construction of these Terms and Conditions.

### Fundraising

4. The Operator reserves the right to amend these Terms and Conditions in its sole and absolute discretion, subject to the terms of its Art Union Authority. Such changes may be made without any further notice to an eligible person or an entrant.
5. This Raffle ensures that the Operator receives 100% of all donations and a minimum of 30% of the gross proceeds of the Raffle.
6. The net proceeds of the Raffle are to be applied for the Charitable Purpose.

### Details of Prize

7. The prize is a Mercedes A180 Hatch 2022 (**Prize**), retail price valued at \$61,008.30.
8. The Prize includes Comprehensive Third Party insurance (valued at \$418.00). The winner of the Prize accepts the Prize subject to these Terms and Conditions. The Prize is subject to availability at the time of the draw. If the Prize is unavailable for any reason, the Operator reserves the right to substitute another prize of equal or greater value for that prize or any part of it.
9. The Prize is non-transferable, non-refundable and non-redeemable for cash or other consideration.
10. The value of the Prize is accurate at the commencement of the Raffle period. Any changes in value of the Prize is beyond the control of the Operator. The Operator accepts no responsibility for any variation of the prize value.
11. All other charges including optional extras and accessories, petrol, personal costs and all other costs, fees, charges or expenses associated with the Prize, including the transfer of the Prize to the winner, which are not specified in these Terms and Conditions is the responsibility of the winner of the Prize.

### Conditions of Entry

12. The entry to the Raffle is open to residents of New South Wales only.
13. A person who purchases a ticket in the raffle (**Entrant**) must be over the age of 18 years.
14. Persons engaged in the management of the Operator and members of their immediate families and any other persons engaged in the conducting of this Raffle are not eligible to enter the Raffle. Any such persons purchasing a Raffle ticket will be disqualified.

15. By purchasing a Raffle Ticket, the Entrant is deemed to have accepted these Terms and Conditions.

### **How to Enter**

16. Entry into the Raffle is by way of purchasing a ticket to the Raffle (Raffle Ticket).
17. Raffle Tickets will be sold online on the Operator's website at [sohope.org.au](http://sohope.org.au). Tickets sold online will be emailed within 3 business days to the email address provided by the Entrant.
18. The Raffle Tickets to be sold will be numbered consecutively.
19. The Entrant purchasing a Raffle Ticket must provide the contact details of the Entrant including name, phone number, email and residential address of the purchaser or any nominee of the purchaser. Where the Entrant does not provide sufficient contact details for the Operator to identify the Entrant or contact the Entrant in the case of the Entrant being a winner of the Prize, the Operator reserves the right to deem the Raffle Ticket to be invalid.
20. There is a limit of a maximum of 100 Raffle Tickets per Entrant, subject to Raffle Ticket availability.

### **Raffle Ticket Price**

21. The Raffle Ticket price is as follows:
  - (a) \$10.00 per ticket;
  - (b) \$45.00 for a bundle of 5 tickets;
  - (c) \$80.00 for a bundle of 10 tickets; and
  - (d) \$450.00 for a bundle of 60 tickets.
22. A maximum of **15,000** Raffle Tickets will be available for sale.

### **Duration of the Competition**

23. The sale of Raffle Tickets will operate for the period:
  - (a) beginning at 9am on 26 November 2022;
  - (b) ending at 11:59pm on 30 April 2023.

### **Selection of Winner**

24. The Prize will be drawn at 12:00pm on 10 May 2023(**Determination Date**).
25. The winner of the Raffle will be determined by method of selecting a numbered raffle ticket at random from a barrel. The first ticket selected will be the prize winner of the Prize.

### **Notification of Winner**

26. The winner of the Raffle will be notified by email and phone by 10 May 2023.
27. The details of the Prize will be emailed to the email address of the winner as nominated in the entry of the winner in the Raffle.
28. The winner of the Prize will be announced to the public on the Operator's website on 10 May 2023.
29. Details of the winner's name and address will not be published or made available to the public without the consent of the winner.

### **Claiming of Prizes**

30. The Winner must claim the Prize within 3 months of the Determination Date by contacting the Operator and providing all reasonably necessary information for the Operator to confirm the identification of the Winner, such as a valid Australian Driver's Licence or Australian passport.
31. If the winner of the Prize does not have a valid Australian Driver's Licence or is unable to accept the Prize within New South Wales, the Prize may be transferred to a nominated person with the approval of the Operator.
32. The winner will collect the prize from 104/108 Victoria Road, Rozelle NSW 2039 (**Collection Point**).
33. The Operator is not liable for any damage to or delay in transit of the Prize, or for any costs associated with the Prize winner travelling to the Collection Point.

### **Unclaimed Prizes**

34. If the winner does not claim the Prize within 3 months of the Determination Date, the relevant winner will be deemed to have forfeited the Prize and the Operator will conduct a redraw from the remaining Raffle Tickets on 10 August 2023 to determine a new winner in accordance with these Terms and Conditions. The relevant winner will be notified in accordance with these Terms and Conditions.
35. The Prize must be preserved until it is awarded to the winner, or new winner in the case of an unclaimed prize.
36. Every reasonable effort must be taken to contact the winner of the Prize. If contact cannot be made, the Operator must retain the Prize for the time period stated in the rules.

### **Disputes**

37. In the event that there is a dispute concerning the Raffle, the details of the dispute are to be submitted to the Operator in writing.
38. The Operator is to determine the dispute within 28 days of receiving the written dispute.

### **Cancellation of Raffle**

39. The Operator reserves the right to cancel or withdraw the Raffle before the draw of the Determination Date.
40. If the Raffle is cancelled before the Determination Date, the Operator will make all reasonable attempts to refund the purchase price for the Raffle Ticket to the Entrants. Where an Entrant is uncontactable and the Operator has not been able to refund the purchase price after conducting reasonable attempts, the relevant Entrant is deemed to have foregone its right to a refund.

### **No Liability**

41. To the extent permitted by law, the Operator is not responsible or liable for:
  - (a) inaccurate or incorrect transcription of entry information;
  - (b) purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, or entered other than as directed in the entry instructions.
42. A winner's right to the Prize is not affected due to an error in the production of tickets.

43. The Operator will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from negligence) in connection with this Raffle or acceptance or use of the Prize except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

#### **Privacy**

44. The Operator is bound by the *Privacy Act 1988* (Cth) (**Privacy Act**). The Operator will handle any personal information that the Operator collects about an entrant in accordance with the Privacy Act.
45. The Entrant agrees that the Entrant may be contacted by the Operator in the future in relation to other promotions or events conducted by the Operator. The Operator will collect and store the personal information of the Entrant for the purpose of communicating with the Entrant in relation to other promotions or events held by the Operator.

#### **Donations**

46. The Operator has tax deductible gift recipient status issued by the ATO.
47. Where funds are received as a donation or a minor sum is deemed to be a donation, and the amount is \$2 or more, SOH may issue a tax-deductible receipt at the request of a donor.
48. The purchase price of a Raffle Ticket is not a donation which is tax-deductible to the Entrant.