

## 1. Promoter details

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The "Queensland Reds Ute Raffle" (**Raffle**) is being conducted by Queensland Rugby Union Limited (ACN 055 120 217), a not-for-profit organisation (**QRU, we or us**). We can be contacted in relation to the Raffle via the following details:

- Email: [Corporate.Sales@redsrugby.com.au](mailto:Corporate.Sales@redsrugby.com.au)
- Telephone: 1300 753 733
- Address: St. George Rugby House, 231 Butterfield Street, Herston QLD 4006

## 2. Permit number

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Qld permit number 228367

New South Wales GOCAU/2467

## 3. Terms and Conditions

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By purchasing a ticket into the Raffle, you accept the following terms and conditions:

### 3.1 Ticket prices

Ticket prices depend on the quantity purchased.

Tickets can be purchased online at the following website:  
<https://www.raffletix.com.au/?ref=43adc> (**Raffle Website**).

The Raffle starts at 10am on Monday 19 September 2022 and closes at 11.59pm AEST on 11.59pm Wednesday 6 September 2023 or once all tickets are sold, whichever occurs earlier. No entries will be accepted after closing.

Each ticket represents one entry into the Raffle. There will be 40,000 total tickets available for purchase in the Raffle. Tickets can be purchased in the following quantities:

- 1 ticket for \$10;
- 3 tickets for \$25;
- 8 tickets for \$50; and
- 20 tickets for \$100.

### 3.2 Eligibility

To be eligible to win the Prize, you must be:

- a Queensland or New South Wales resident;
- over 18 years of age; and
- hold a validly purchased ticket for the Raffle,

and you must not be:

- (d) a member of the management committee of QRU and its Related Entities;
- (e) directly engaged in managing the Raffle or conducting the draw, including any person who determines who is to win a prize in the Raffle;
- (f) a person involved in the management of any benefitting organisation;
- (g) an employee or contractor of QRU and its Related Entities; or
- (h) a member of the Immediate Family of a person mentioned in paragraphs (d) to (e) above.

Related Entities includes agents of QRU, such as RaffleTix.

Immediate Family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), grandchild or step-grandchild, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

By entering into the Raffle, you warrant and represent to QRU that you meet the above eligibility criteria. You agree to provide proof of age and residency to QRU upon request for verification purposes, prior to the Prize being awarded to you.

QRU accepts no responsibility for late entries or for any technical difficulties experienced by you.

It is your sole responsibility to ensure the accuracy of the information contained in your entry, including your contact details. Incorrect or incomplete entries may be disregarded by QRU.

### 3.3 **Prize**

The prize for the Raffle is a 2022 Suzuki Jimny GLX 1.5L Auto in White, with no more than 2500km travelled. The prize includes all on-road costs (stamp duty, 12 months' compulsory third party insurance, 12 months' registration fees) and the following, fitted accessories:

- (a) Rhino Roof Platform;
- (b) Roadvision Roof Light;
- (c) Hayman Reece Towbar;
- (d) Tough Dog lift Kit;
- (e) Kenda RT Tyres;
- (f) Floor Mats;
- (g) Darche Kozi Awning;
- (h) Custom Offroad Bashplates;
- (i) Full Vehicle Wrap;
- (j) Personalised Plates Queensland Licence Plate Set - "02 REDS"

**(Prize).**

Prize includes dealer delivery and all on-road costs in the Winner's State of residency (being QLD or NSW), as specified above. Prize must be collected from a Westpoint Autos dealership located in the Brisbane metropolitan area of Queensland (**Dealership**), as nominated by the Winner. If transport is required to collect the Prize from the Dealership, this will be at the Winner's expense. Any costs associated with the transfer of registration or similar are not included in the prize and will not be covered by QRU or Westpoint Auto. All other applicable costs, fees, charges, or expenses associated with acceptance or delivery of, or enjoying the use of, the Prize not listed above are not included and are the responsibility of the winner of the Prize (**Winner**).

For the avoidance of doubt, there is only one Prize in the Raffle, and the Prize consists of a single vehicle, as detailed above, which is valued at \$52,218 AUD (incl. GST and approximate on-road costs) as at the time of tickets going on sale.

If for any reason the Prize (including any accessories) is not available, the Winner agrees that the Promoter may substitute it for a similar prize of equal or higher value (at the Promoter's absolute discretion), subject to regulatory approval.

The Prize is not transferrable or exchangeable. The winner of the Prize cannot redeem the Prize for cash.

#### 3.4 **Raffle Draw**

The Raffle will be drawn and the Winner will be announced at Ballymore Stadium, 91 Clyde Road, Herston QLD 4006 at *10.30am 12 September 2023*.

Once the Raffle has closed a manual draw will be conducted using a QRU barrel (**Draw Device**). The Draw Device will be kept secure and will be inspected by an Official prior to the draw.

An Official includes the three representatives from QRU, HopgoodGanim Lawyers, and Westpoint Autos, respectively.

The Draw Device will have an opening large enough for the hand of an Official to reach in to conduct the draw. Printed numbered ticket stubs corresponding to tickets purchased via the Raffle Website will be placed into the Draw Device. Once all the tickets have been placed inside, the Draw Device will be secured.

An Official will inspect the tickets as they are placed in the Draw Device and will secure the lid once all the tickets have been placed inside. An Official will conduct the physical draw by rotating the Draw Device to ensure the tickets are mixed and then reach their hand inside to select a single ticket. This ticket will be recorded by an Official to ensure its validity.

#### 3.5 **Notification and Publication**

QRU will notify the Winner by telephone and in writing within 10 Business Days of the draw occurring.

Business Day means a day that is not a Saturday, Sunday or public holiday in Queensland.

The Winner's name will be published on the Raffle Website and the QRU's website and social medial channels, including Instagram and Facebook.

### 3.6 **Delivery**

Delivery of the Prize will be made to the authorised Westpoint Autos dealership nominated by the Winner for pick up, which dealership must be located in the Brisbane metropolitan area of Queensland (**Dealership**). The date of delivery will be no more than one month from claim of the Prize. The Queensland Rugby Union or Westpoint Auto will not cover any of the Winner's travel costs involved with getting to the Westpoint dealer.

### 3.7 **Winner obligations**

The Winner must provide accurate contact details to QRU, including the up-to-date phone and email address for the Winner. This information will be provided to Westpoint Autos and the Dealership to facilitate delivery of the Prize in accordance with these terms and conditions.

### 3.8 **Redraw**

It is your sole responsibility to ensure you meet the eligibility criteria in paragraph 3.2 above, and to ensure that the contact details provided to us are accurate. QRU may redraw the Prize, and you release us from all liability in connection with redrawing the Prize you originally won, on the draw day or at a later date where:

- (a) you do not meet the criteria in paragraph 3.2 above;
- (b) you act in breach of these terms and conditions;
- (c) you do not claim the Prize, after one year has elapsed from the draw date (**Prize Claim Date**); and/or
- (d) you cannot be contacted to arrange delivery of the Prize, after multiple attempts by Westpoint Auto and notice is provided to QRU's Chief Executive within 7 days of this inability to locate you.

The terms and conditions in this document will apply to any redraw of the Prize.

If a Prize is not claimed by the Prize Claim Date or is deemed invalid in accordance with the Entry Restrictions, the Promoter reserves the right (subject to regulatory approval, if required) to sell that Prize. Proceeds from such sale will be paid to the Promoter to be used for not-for-profit purposes.

### 3.9 **Legal**

Nothing in these terms limits, excludes or modifies 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 *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the states and territories of Australia (collectively, the **Non-Excludable Guarantees**).

Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, QRU and its related entities (including its respective directors, officers, employees and agents) are not responsible for and exclude 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 QRU'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 QRU) due to any reason beyond the reasonable control of QRU;
- (d) any change in Prize value after the date tickets become available for purchase, where such change is not as a result of any action or inaction by QRU;
- (e) any tax liability incurred by a beneficiary of a Prize (including the Winner and any subsequent recipient of the Prize); or
- (f) use/acceptance/delivery of the Prize.

You agree that your rights and obligations under these terms and conditions will be construed, take effect in accordance with and be governed by the laws of the State of Queensland, Australia, and you expressly submit to the exclusive jurisdiction of the Courts of Queensland, Australia and of all courts competent to hear appeals from them.

### Collection notice under the *Privacy Act 1988* (Cth)

As part of your entry to this Raffle, you agree to your personal information being collected by QRU and used in accordance with the Raffle terms and conditions, QRU's Privacy Policy (which is available at <https://qld.rugby/privacy-policy>) and the following collection notice:

- (a) QRU is the party collecting your personal information in connection with the Raffle. You can contact us at [redsmembership@redsrugby.com.au](mailto:redsmembership@redsrugby.com.au) or write to us at 231 Butterfield Street, Herston, QLD, 4006.
- (b) QRU may use the details it collects from you, including any contact details you give to us in relation to your participation in the Raffle:
  - (1) for your entry into the Raffle;
  - (2) for any promotional and publicity purposes; and
  - (3) to send you information and direct marketing communications about our products, services, events, offers or any other activities (including third party products, services, offers and events) which we consider may be of interest to you, and any other purpose described in our Privacy Policy;
- (c) If you do not provide correct contact details in connection with your entry into the Raffle, or the information you provide is incorrect or incomplete, then:
  - (1) we may not be able to accept your Raffle entry, your entry may be disqualified, you will not be able to enter the Raffle, or we may be unable to deliver the Prize if you are a Winner; and
  - (2) we will be unable to send you direct marketing communications (unless you have consented to such communications through other dealings with us);
- (d) we may disclose the information provided under this form to third parties that are related to, or affiliated with, QRU, such as any organisation as expressly covered in our Privacy Policy, as well as Westpoint Autos and the Dealership;
- (e) QRU's Privacy Policy (detailed above) also sets out the process as to how you can access and correct any of your personal information collected in relation to the Raffle as well as to how you can make a complaint in relation to QRU's handling of your personal information;

- (f) in order to manage and facilitate the Raffle and for the purposes in paragraph (b), it is possible that some of the information collected may be disclosed outside of Australia, including to our IT service providers who may utilise data hosting facilities. You consent to your information being disclosed to a destination outside Australia for this purpose, including but not limited to New Zealand and Singapore and you understand and acknowledge that Australian Privacy Principle 8.1 will not apply to such disclosures of your personal information.

By continuing with your entry into the Raffle, you indicate that you have read this collection notice and acknowledge that your personal information will be collected, used and disclosed in accordance with this collection notice and as otherwise detailed in our Privacy Policy and, to the extent it is necessary, that **you give your voluntary express consent** to QRU to collecting, using, storing, disclosing and disposing of your personal information in this manner.