



Good for Footy

WESTERN AUSTRALIAN FOOTBALL COMMISSION

Terms and Conditions for the Toyota Good for
Footy Raffle (WA)

Raffle Name	Toyota Good for Footy Raffle (WA)
Promotor	The Toyota Good for Footy Raffle will be conducted by West Australian Football Commission (ABN 51 167 923 136) of West Australian Football Commission, 105 Banksia Street, Tuart Hill, WA, 6060 via its nominee Michael Collins (Promoter). Promoter is a not-for-profit organisation.
Permit Numbers	Authorised under: WA Permit: [LS215822820]
Promotion Period	The Raffle starts at 12pm on 08/03/2021 AWST. The Raffle closes at 12pm on 30/08/2021 AWST. No entries will be accepted after this time.
Relevant State(s)	Western Australia
Entry Restrictions	Entry is open to residents of Western Australia aged 18 years or older at the commencement of the Promotion.
Raffle Website	The Raffle Website will be accessible from the website's home page at www.toyota.com.au/aflraffle
Maximum number of tickets	100,000 tickets available for purchase. The Raffle will close at the earlier of the end of the Promotion Period or when all tickets are sold.
Raffle Entry Procedure	<p>To enter, eligible entrants must, during the Promotion Period, purchase one or more Raffle tickets via the following ways:</p> <p><u>Online Card Transactions</u></p> <p>Eligible entrants can:</p> <ol style="list-style-type: none"> 1. Visit the Raffle Website and follow the online purchasing process; or 2. Visit one of the personalised Club pages on the Raffle Website and follow the online purchasing process. <p>For online card transactions, the entrant must use a credit or debit card.</p> <p>Process for Online Transactions:</p> <ol style="list-style-type: none"> 1. Buyer visits the Raffle Website 2. If the buyer has followed a link to a specific Club's page on the Raffle Website he/she/they will be directed straight there. If the buyer does not use a Club-specific page link and visits the homepage of the Raffle Website – he/she/they will be encouraged to search for and identify a beneficiary Club from a drop-down list of registered Clubs. 3. If the buyer selects a Club, he/she/they will be directed to that specific Club page. If no Club is selected, then the sale will be recorded against the "Anonymous Pool" that will be evenly distributed to all activated participating Clubs at the end of the Promotion Period. 4. Buyer completes all required fields. 5. Payment is processed in real time by Stripe. 6. Tickets will be sold at \$5 per ticket plus an online payment processing fee. A payment processing fee applies to all credit and debit card sales. This payment processing fee is levied in order to recover the payment processing fees charged by a third-party payment processing service. The payment processing fee charged by the third-party payment processing service is 1.75% + \$0.30 per transaction (Stripe)

	<p>fees). Stripe fees are deducted by Stripe prior to remitting the funds to the Raffle Trust Account.</p> <ol style="list-style-type: none"> 7. Online payments are deposited from Stripe into the “RaffleTix for the Benefit of Australian Football League” bank account (Raffle Trust Account). 8. RaffleTix Holdings Pty Ltd (ABN 24 623 531 340) (RaffleTix) reconciles all gross payments and remits sums to the relevant Club at the end of the Promotion Period. <p><u>In-Person Transactions</u></p> <p>Eligible entrants can purchase tickets from authorised representatives from each participating Club (Sales Agents). Under this scenario, the Club’s authorised representative will enter the entrant’s transaction details via the mobile sales page on the Raffle Website.</p> <p>Process for In-person Transactions</p> <ol style="list-style-type: none"> 1. Sales Agent logs in to Raffle Website and is directed to the Club-specific mobile sales page. 2. Sales Agent conducts the in-person transaction. 3. Sale is recorded against logged in authorised representative of the Sales Agent. Payment is processed in real time by Stripe. 4. Tickets will be sold at \$5 per ticket plus Stripe fees for all credit and debit card sales. Cash sales through a Club will incur no Stripe fees. Any Stripe fees are deducted by Stripe prior to remitting the funds to the Raffle Trust Account. 5. All cash sales will be deposited by the Club directly into the Raffle Trust Account as directed by the Promoter. 6. RaffleTix reconciles all gross payments and remits sums to the relevant Club at the end of the Promotion Period. <p>The Raffle ticket purchase confirmation will be delivered to the buyer via email and SMS with confirmation of purchase and Raffle details including Raffle ticket number(s).</p>
<p>Sales Agents</p>	<p>The Promoter will invite entities that compete or umpire in a community football league that is responsible for the conduct of Australian rules football matches and are registered with the AFL, except for those in the AFL Premiership Competition, (Clubs) to act as Sales Agents in the Raffle. The Clubs will receive 100% of all ticket sales they generate over the course of the Raffle (less any applicable Stripe fees, if any).</p> <p>The process to become a Sales Agent will be the same for all relevant entities, small or large. One person will act as the representative of the Club for the purposes of the Raffle (Club Representative).</p> <p>All Clubs will be pre-registered. To participate in the Raffle as a Sales Agent, the Club must activate its registration. A Club can activate its registration at any time during the Promotion Period. The process for participating as a Sales Agent may be summarised as follows:</p> <ol style="list-style-type: none"> 1. The Promoter will pre-register all Clubs. 2. The Promoter will contact the Club via email to invite the Club’s Representative to activate the Club’s participation in the Raffle. 3. The Club Representative will be responsible for the inclusion of organisational details including contact number and address, as well as the creation of the login that becomes associated with that Club’s record and therefore the ability to manage the record and have full viewership to generated sales. The Club Representative will also be responsible for entering his/her Club’s banking details (including Account Name, Account Number and BSB) and upload a scanned copy of a recent bank statement as proof for verification. The Club Representative will be personally responsible for ensuring proceeds from all cash sales are deposited into the Raffle Trust Account as directed by the Promoter. Failure to meet cash deposit requirements as directed by the Promoter will void any applicable Raffle ticket. All Clubs that process a cash transaction are required to deposit the collected funds into the Raffle Trust Account by 31 August 2021. 4. RaffleTix will review the application and verify the Club if all the fields are correctly completed and the banking details match that of the bank statement supplied. 5. The RaffleTix platform will activate and generate a personalised Raffle website for the Club, which will be accessible from the unique URL assigned to each Sales Agent. 6. The Sales Agent can commence selling immediately via cash, debit or credit card transactions. 7. Club Representative can invite other Club users to become authorised ‘sellers’ on behalf of the Club.
<p>Transaction Types</p>	<p>Tickets may be purchased directly via online credit/debit card or in-person through a Club via credit/debit card or cash transactions.</p> <p><u>Direct Online Card Transactions</u></p>

	<p>The purchaser must visit the Raffle Website and complete all required fields to complete a transaction.</p> <p>For online card transactions, the platform uses the Stripe payment processing service to process the card transactions in a PCI DSS-compliant manner.</p> <p>The Stripe payment processing service accepts Visa, Mastercard, and American Express.</p> <p><u>In-Person Card and Cash Transactions</u></p> <p>The Raffle Website automatically creates a web-based, mobile friendly sales application, which allows an authenticated and authorised Sales Agent to conduct in-person transactions.</p> <p>To conduct an in-person transaction, the authorised representative of the Sales Agent must log in to the Raffle Website. He/she/they then conduct the transaction. The Club can track the representative who logged in and authorised payment or collected cash.</p>			
Anonymous Pool	<p>In the event that the buyer selects not to purchase directly from a Club’s specific Raffle Page, the funds raised will be collected in a separate pool that will be reconciled and equal payments remitted to all activated, participating Clubs at the end of the Promotion Period.</p> <p>Clubs that have buyers purchase directly from their Raffle page will collect 100% of proceeds from the sale, less any Stripe fees (if any).</p>			
Maximum Number of Entries	There is no limit to the number of entries per entrant, subject to Raffle ticket availability.			
Verification Requirements	If requested by the Promoter, entrants must produce proof of age and residency prior to being awarded a Prize.			
Draw Details	<p>Draw will take place at 12pm (AWST) on 3rd September 2021 at West Australian Football Commission, 105 Banksia Street, Tuart Hill, WA, 6060.</p> <p>A digital random draw will take place in accordance with State Government regulations. The draw will be conducted by Good2Give on behalf of RaffleTix, the developer and host of the digital platform.</p> <p>This draw will be overseen by David Tippett.</p> <p>Draw method: Raffle tickets will be drawn at random. First prize will be drawn first followed by all other prizes in descending order.</p>			
Prize Details	Type	Prize	No. Available	Value of Prize (inc. GST)
	1 st Prize	2021 Toyota RAV4 GX 2WD Hybrid CVT Colour Graphite Standard Registration, Stamp Duty and Dealer Delivery	1	Valued at up to \$42,170 drive away
	2 nd Prize	2020 AFL Sherrin signed by a player from each AFL Club	1	Valued at up to \$2,250
	3 rd Prize	2020 AFL Sherrin signed by a player from each AFL Club	1	Valued at up to \$2,250
	4 th Prize	\$600 AFL Store Gift Card	1	Valued at up to \$600
	5 th Prize	Apple Watch SE 44mm Space Grey Aluminium Case GPS	1	Valued at up to \$479
	6 th Prize	Two (2) x \$200 Caltex StarCash Digital eGift Cards	1	Valued at up to \$400
	7 th Prize	\$200 VISA Gift Card	1	Valued at up to \$200
	8 th Prize	\$200 VISA Gift Card	1	Valued at up to \$200
Total Prize Pool	Up to \$48,549 (inc. GST)			

<p>Prize Restrictions/Exclusions (if any)</p>	<p>Any Prize winner and/or participants in a Raffle Prize event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Raffle Prize event and to expressly acknowledge that participation in a Raffle Prize event or Prize may be inherently dangerous, and that if they choose to participate, they will do so at their own risk. A reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able to participate in any of the Prize experiences for their own or anyone's safety.</p> <p>Prizes and participation in the Prizes are subject to any conditions imposed by the supplier or organiser of the Prizes, as applicable. All vouchers and gift cards are subject to the conditions stipulated by the provider of the voucher or gift card including but not limited to applicable dates. Without limiting any other paragraph in these terms and conditions, the Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of the Prize and will not accept responsibility for the quality or fitness for any purpose of any element of the Prize, or the failure of any element of the Prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter is the minimum allowable by law.</p> <p>No Prize is transferable or exchangeable, nor can it be redeemed for cash. If for any reason a winner does not take an element of the Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the Prize. The Promoter accepts no responsibility for any variation in Prize value. Where an element of a Prize is unavailable for any reason, the Promoter may substitute for that element of the Prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities, if required. Without limiting the foregoing, the Promoter may, at its absolute discretion, substitute cash for any Prize (the amount of cash being equal to the element of the Prize value specified in these terms and conditions).</p>
<p>Notification and Publication of Winners</p>	<p>Winners will first be notified by telephone within 2 business days of being drawn after which they will also be notified in writing. Prize winners' names will be published on the Raffle Website and in <i>The Australian</i> on 9th September 2021.</p>
<p>Prize Claim Date</p>	<p>Winners have 12 months from the date they are notified in which to claim their prize. Winners are to contact the Gemba representative on emme@thegembagroup.com in order to claim their prize.</p>
<p>Unclaimed Prize Arrangements</p>	<p>If a Prize is not claimed by the Prize Claim Date or is deemed invalid in accordance with the Conditions of Entry, 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 game development purposes.</p>
<p>Additional Terms - Prizes</p>	<p>The stated driveaway price of the 1st Prize (Vehicle Prize) depends upon the winner and their location. All optional extras and accessories, comprehensive insurance and any other insurance not stated, fuel, personal costs and all other ancillary or related costs are excluded.</p> <p>Recommended drive away price shown includes 12 months registration, a maximum dealer delivery charge and stamp duty.</p> <p>The drive away price shown is based on a vehicle being garaged in Western Australia only, and on the owner being a 'rating one' driver aged 40 with a good driving record.</p> <p>Please note that your actual driveaway price may differ depending on your individual circumstances including variation in statutory charges and dealer delivery (and including, in NSW and Queensland, your choice of insurer). Accordingly, please talk to your local Toyota Dealer to confirm the price that is specific to you.</p> <p>The winner must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in the name of the winner prior to collection.</p> <p>Receipt of a Vehicle Prize vehicle is subject to the winner being able to lawfully take possession of the Vehicle Prize vehicle and comply with all registration and compulsory third-party insurance requirements of the state/territory in the state/territory the winner elects to register that Vehicle Prize vehicle.</p> <p>Vehicles depicted in all promotional material are not necessarily the same colour as the Vehicle Prize vehicles. The colour of the Vehicle Prize vehicles is at the discretion of Toyota.</p> <p>The Vehicle Prize vehicle will be available for collection from the Toyota dealership nominated by the Promoter near the winner's place of residence.</p> <p>1st Prize value is up to \$42,170 given at the opening date of the Promotion Period and the Promoter takes no responsibility for any change in value. Prizes and participation in the Promotion are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable.</p>

<p>Additional terms - Privacy</p>	<p>In addition to the privacy term set out in the Conditions of Entry, the entrant can advise the Promoter at any time if they no longer wish to receive this information, sending an email to exec@wafc.com.au. The Promoter may continue to provide the entrant with this information for an indefinite period unless and until advised otherwise by the entrant.</p>
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Western Australian Football Commission (WAFC)

Conditions of Entry

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Raffle constitutes acceptance of these Conditions of Entry and the Terms and Conditions.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Terms and Conditions, unless stated otherwise.
3. The Promoter is West Australian Football Commission (ABN 51 167 923 136) of 105 Banksia Street, Tuart Hill, WA 6060.
4. RaffleTix is responsible for the reconciliation and redistribution of all funds raised in the Raffle. Contact: 07 3040 3039 or admin@raffletix.com.au.
5. Toyota is the promotional partner of the Promoter.
6. All proceeds from the Raffle will be deposited into the Raffle Trust Account (less any applicable Stripe fees, if any). A grant equal to the amount raised by each participating Club (less any applicable Stripe fees, if any) will then be made to that participating Club through the Club Representative. The Promoter and Toyota receive no direct financial benefit from the Raffle. Each activated, registered Club will also each receive an equal payment from the Anonymous Pool.
7. Any updates to these Conditions of Entry will be subject to regulatory approval, and will be published on the Raffle Website, so it's important to check these Conditions of Entry regularly.
8. Directors, management, employees and contractors of the Promoter, RaffleTix and Toyota and those of any agencies, retailers and suppliers associated with this Raffle and the immediate family members of these people are ineligible to enter. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manger, employee, officer or contractor.
9. The Raffle will be conducted during the Promotion Period.
10. Eligibility to enter the Raffle is subject to the Entry Restrictions.
11. To enter the Raffle, entrants must complete the steps set out in the Raffle Entry Procedure and comply with all other applicable requirements during the Promotion Period. Entries must be submitted in accordance with the Raffle Entry Procedure and will not be accepted in any other form. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements). The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute

- discretion to determine the bona fides of an entrant's eligibility to enter the Raffle. Ineligible entries will be deemed to be invalid.
12. It is the entrant's responsibility to notify the Promoter if their contact details change during the Promotion Period.
 13. The Promoter will not accept entries which are incomplete or illegible. Purchasers must provide a valid email address and mobile phone number for ticket confirmation at the time of purchasing each Raffle ticket.
 14. By registering themselves and their Club to sell Raffle tickets, each Club Representative warrant that he/she/they has the permission and authority of his/her Club to involve the Club in the Raffle. Club Representatives are personally responsible for arranging the sale of the Raffle tickets during the Promotion Period including authorising other Club representatives to sell Raffle tickets. The Club Representative will be personally responsible for ensuring proceeds from all cash sales are deposited into the Raffle Trust Account as directed by the Promoter. Failure to meet cash deposit requirements as directed by the Promoter will void any applicable Raffle ticket. The purchaser of a voided Raffle ticket will be refunded the \$5 ticket price.
 15. Each Club Representative must ensure that Raffle tickets are only sold during the Promotion Period.
 16. Club Representatives must also ensure that each Raffle ticket sold through their Club has full contact details (including name, mobile phone and email address details) for the entrant that bought the Raffle ticket (or their nominee). Club Representatives may be required to assist in the identification of entrants whose details are illegible or otherwise difficult to identify.
 17. Where an entry is deemed invalid (at the Promoter's discretion and with regulatory approval when required) prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
 18. The Promoter's decisions in connection with the Raffle are final and no correspondence will be entered into.
 19. All entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.
 20. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter.
 21. The Prize draw(s) will be conducted in accordance with the Draw Details. All Raffle tickets that have been paid for in full will be entered into the draw. In the instance of incomplete or illegible identification on the entry of an entrant who purchases a Raffle ticket, every endeavor will be made to identify and contact the entrant. This will include publishing the Raffle ticket number with a request for contact and contacting and collaborating with the Club Representative (where applicable) in order to identify the entrant. Raffle tickets not paid for will not be included in the draw including but not limited to cash sales through Clubs where the funds have not been deposited into the Raffle Trust Account as directed by the Promoter. Cash funds directly deposited by a Club will be taken to correspond with Raffle tickets sold via cash sales by that Club in chronological order so the first \$5 received will correspond to the first cash sale made by that Club.
 22. Winners will be notified in accordance with the Notification and Publication of Winners' details. Winners' names and State/Territory of residence will be published as specified in the Terms and Conditions. The Promoter and the companies and agencies associated with this Raffle may also publish the name and State/Territory of the winners on their website(s).
 23. The Prizes are specified in the Prize Details. The Prizes are subject to any restrictions specified in the Terms and Conditions and these Conditions of Entry. The Total Prize Pool is specified in the Terms and Conditions.
 24. The entrant acknowledges that there may be inherent risks involved in entering this Raffle or taking or participating in the Prize(s). Any entrant, Prize winner and/or participants in a Raffle event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Raffle or a prize event and to expressly acknowledge that entry into this Raffle or participation in a Raffle event or Prize may be inherently dangerous, and that if they choose to participate, they will do so at their own risk. In particular, a reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able to participate in any of the Prize experiences for their own or anyone's safety. The Promoter will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Raffle or the awarding or taking of the Prize(s) except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
 25. The Prizes and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash. If a Prize, or an element of a Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of Prizes.

26. Prize values are accurate as at the commencement date for the Raffle. Any variation after that date is beyond the Promoter's control. All costs, fees, charges or expenses associated with the Prize(s), which are not specified in the Terms and Conditions, are the responsibility of the winner(s). The Promoter accepts no responsibility for any variation in Prize values.
27. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prizes. Independent financial advice should be sought.
28. The Promoter is not responsible for any problems or technical malfunction of any mail delivery, telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft destruction, transmission interruption, communications failure or otherwise, any injury or damage to entries or to entrants' or any other person's computer related to or resulting from participation in or downloading any materials in this Raffle. If the Raffle is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Raffle subject to approval from any relevant authority and in such an event, subject to regulatory approval, the Promoter may select winners from eligible entries received at the time.
29. The Promoter reserves the right to disqualify all entries from any entrant who tampers with, or benefits from tampering with, the entry process or the Raffle, subject to regulatory approval. Entrants can enter the Raffle up to the Maximum Number of Entries. Each entry must individually meet the Entry Restrictions.
30. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Raffle or a Prize event/activity if the entrant:
- (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Raffle; or
 - (b) engages in conduct in relation to this Raffle which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
31. The Promoter and its agencies and representatives associated with this Raffle will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Raffle or the awarding or taking of the Prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
32. The Promoter, Toyota and RaffleTix are not responsible for use of a Prize which results in:
- (a) loss that was not reasonably foreseeable;
 - (b) loss that was not caused by breach of these Conditions of Entry or negligence;
 - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
 - (d) losses caused by factors which could reasonably be considered to be outside their control (such as faults in third party equipment); and
 - (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.
33. The Promoter may use any personal information entrants provide in connection with this Raffle for the purpose of the Raffle, and may also request the use of this information in advertisements, publications, media statements and other promotional material associated with the Raffle. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors, and to Toyota and Toyota dealers. If the consumer has opted 'in' to the Promoter's communications, *you consent to us sharing your personal information with Toyota and Toyota may use your personal information for the purpose of sending you information regarding its products and services, and will otherwise handle your personal information in accordance with its Privacy Policy available at toyota.com.au/privacy.*
- Some of the Promoter's related bodies corporate and contractors to whom the entrant's personal information may be disclosed are located overseas, including in the USA, Gibraltar and China, and as a result the entrant's personal information may be disclosed overseas. If entrants do not provide the information requested, they will not be able to enter the Raffle. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). If entrants have any concerns or queries about the way their personal information is managed by the Promoter, they should contact the Promoter by telephoning (03) 9643 1976 or emailing privacy.officer@afl.com.au. A copy of the Promoter's privacy policy can be viewed at www.afl.com.au/privacy. The privacy policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them. It also contains information about how entrants can make a privacy complaint and how the Promoter will deal with it.
34. These Conditions of Entry are governed by the laws of Australia

