

# NOLA Smokehouse and Bar Rye July 2021 Charity Raffle Terms & Conditions

# 1 Raffle Name

NOLA Smokehouse and Bar Rye July 2021 Raffle

#### 2 Promoter

The NOLA Smokehouse and Bar Rye July 2021 Raffle will be organised by NOLA Sydney Pty Ltd (ABN 17 609 910 429) on behalf of and as sanctioned by Starlight Children's Foundation Australia (ABN 80 931 522 157) of L3 80-84 Chandos Street, Naremburn NSW 2065 (Promoter). The Promoter is a not-for-profit organisation.

#### 3 Permit Numbers

No permits required.

#### 4 Relevant State(s)

Australian Capital Territory, New South Wales, Queensland, South Australia, Tasmania and Victoria.

# 5 Raffle Period

The Raffle starts at 00.01am on 01/07/2021.

# The Promotion closes at 07.59pm on 28/07/2021. No entries will be accepted after this time.

Updated on 23/07/2021: Due to the extended Greater Sydney Stay-at-Home Order, the decision has been made to extend the Raffle Period. The draw will now be conducted at 07.59pm on 25/08/2021. No entries will be accepted after this time. If you have any questions, please contact us via info@nolasydney.com

#### 6 Raffle Website

The Raffle Website will be accessible from https://www.nolasydney.com/events/rye-july-2021/.

#### 7 Maximum Number of Tickets

1,110 tickets available for purchase at A\$10 each.

The Raffle will close at the end of the Raffle Period or when all tickets are sold.



# 8 Maximum Number of Entries

No maximum applies. Participants may purchase as many tickets as they like while the Raffle remains open, and tickets are available.

# 9 Entry Restrictions

Entry is open to residents of the Australian Capital Territory, New South Wales, Queensland, South Australia, Tasmania, and Victoria aged 18 years or older at the commencement of the Raffle.

Directors, management, employees, contactors (or members of their immediate family) of the Promoter or the Promoter's related entities or any of the Promoter's agents, including RaffleTix, directly involved in the organisation of the Raffle (as determined by the Promoter) are not eligible to enter.

"Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether by natural or by adoption), grand child or step-grandchild, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

# 10 Entry Procedure

To enter, eligible entrants must, during the Raffle Period, purchase one or more Raffle tickets via the Raffle Website and follow the online purchase process. In-person transactions are not available.

Process:

- 1. Buyer visits the Raffle Website
- 2. Buyer completes all required fields.
- 3. Payment is processed in real time by Stripe.
- 4. Tickets will be sold at \$10 per ticked 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 fees). Stripe fees are deducted by Stripe prior to remitting the funds to the Raffle Trust Account.
- 5. Online payments are deposited from Stripe into the RaffleTix Trust account.
- Raffletix Holdings Pty Ltd (ABN 24 623 531 340) (RaffleTix) reconciles all gross online payments and remits sums minus a 4.4% platform service fee directly to Starlight Children's Foundation nominated bank account at the end of the Raffle Period.

# 11 Verification Requirements

If requested by the Promoter, Participants must produce proof of age and residency prior to being awarded a Prize.



# 12 Draw Details

Draw will take place at 8pm on 28<sup>th</sup> July 2021 at NOLA Smokehouse and Bar, T1.13 100 Barangaroo Ave, Barangaroo NSW 2000.

A digital random draw will take place in accordance with State Government regulations. The draw will be conducted by RaffleTix, the provider of the digital raffle platform.

Draw method: Raffle tickets will be drawn at random. First prize will be drawn first followed by all other prizing in descending order.

The draw will be witnessed by a Starlight Children's Foundation team-member.

#### 13 Prize Details

Prize values are accurate as at the commencement date for the Raffle. All costs, fees, charges, or expenses associated with the Prize(s), which are not specified, are the responsibility of the Winner(s).

Prizes are not transferable, exchangeable, or redeemable for cash. If for any reason a prize is not available, the Promoter will substitute it for another prize of equal or higher value (at the Promoter's absolute discretion), subject to regulatory approval.

Туре	Prize	No. Available	Value of Prize (inc. GST)
1 <sup>st</sup> Prize	Bottle (750ml) of Van Winkle	1	Valued at \$1,400
	Family Reserve 13-Year-Old Rye		
2 <sup>nd</sup> Prize	NOLA Smokehouse and Bar Gift	1	\$250
	Voucher		
3 <sup>rd</sup> -5 <sup>th</sup> Prize	Sazerac Cocktail Kit	3	Valued at \$190 each

# 14 Total Prize Pool

Up to \$2,200 (incl. GST)

#### 15 Notification and Publication of Winners

Winners will be notified by telephone and in writing within four (4) business days of being drawn (by 1<sup>st</sup> August 2021). Prize Winners' names will be published on the Raffle Website.

#### 16 Prize Claim Date

Winners have three (3) months from the date they are notified in which to claim their prize. Winners are to contact the **Promoter** in order to claim their prize.

If you are a Winner, you are responsible for your use of the Prize, including complying with all relevant laws and any applicable terms and conditions of use.



# 17 Unclaimed Prize Arrangements

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. If a Prize that has been won by an ACT participant remains unclaimed for 3 months after the draw date a redraw will be held. If the redraw winner does not claim their Prize within 3 months from the date they are notified in which to claim their Prize, the Promoter reserves the right (subject to regulatory approval, if required) to sell that Prize. If a Prize that has been won by a Victorian participant remains unclaimed 12 months after the draw, the Promoter will sell or otherwise dispose of the Prize and pay the proceeds (bar the deduction of reasonable costs associated with the sale or disposal) to the Treasurer for payment into the Consolidated Fund.

#### 18 Additional Terms – Privacy

The Promoter and its authorised marketing partners reserve the right to send marketing communications to any entrant that opts-in to receive communications from the Promoter and its authorised marketing partners. The entrant can advise the Promoter at any time if they no longer wish to receive this information, by contacting the Promoter's Privacy Officer at info@nolasydney.com. The Promoter and its authorised marketing partners may continue to send communications to the entrant for an indefinite period unless and until advised otherwise by the entrant.