# MAAP

## **Terms and Conditions**

P.A.M X MAAP Curve 'Kevin' Gravel Bike Raffle

By entering the Raffle (Competition), all entrants will be deemed to have accepted and be bound by the terms and conditions and all entry instructions form part of these terms and conditions. These terms and conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

The P.A.M X MAAP Curve Kevin Gravel Bike Raffle is open to entrants aged 18+ only. The Raffle sales period opens at 00.01hrs on 04.03.2022 and closes at 23.59hrs on 22.03.2022 Australian Eastern Daylight Time (AEDT). Entrants will receive an entry into the draw to win a one-of-a-kind, Curve Kevin gravel bicycle painted by 'Perks and Mini' (P.A.M). This prize is valued at \$29,500AUD and is the only prize of the raffle. Should the medium sized bike frame not suit the winner, it can be exchanged for an appropriate sized frame, painted to the original specifications by P.A.M. By purchasing a ticket, all entrants will be deemed to have accepted and be bound by the full terms and conditions.

Promoter: MAAP Co Pty Ltd, 204 Ingles St, Port Melbourne, 3207, Victoria, Australia, ABN - 31 608 799 631. In collaboration with Perks and Mini (P.A.M), Level 4/252 Swanston St, Melbourne VIC 3000, ABN - 25 097 053 284 24

#### **Ticket Purchase**

P.A.M X MAAP Curve Kevin Gravel Bike Raffle is open to Australian residents excluding the Northern Territory and Western Australia who are over 18 and purchase a ticket between 04.03.2022 and 22.03.2022. Raffle tickets are \$10 each and available for purchase online via <a href="https://www.maap.cc">www.maap.cc</a>, www.perksandmini.com</a> and https://www.raffletix.com.au/?ref=794dt. Sales will be capped at 5000 tickets. <a href="https://www.maap.cc">There is no limit to the number of tickets one entrant can purchase</a> and there are no bundle deals for multiple ticket purchases.

All proceeds will be going to Good Cycles Limited, a not for profit founded in Melbourne with the key ambition of creating opportunities for young Adults facing barriers to employment. Good Cycles Ltd is a declared organisation (#59939) based at TG23 Goldsbrough Lane, Melbourne, 3000 - https://www.goodcycles.org.au/.

#### Draw Date, Time and Location

The winner of the custom Curve Kevin Gravel Bike will be drawn at random from the entire database of entrants who purchase a ticket via official channels.

The draw will be announced 1PM on 24.03.2022 at 204 Ingles St Port Melbourne 3207. The announcement will be shared publicly via both MAAP and P.A.M Instagram accounts (@maap.cc and @perksandmini respectively) in addition to the <a href="https://maap.cc/">https://maap.cc/</a> website AT 2PM 24.03.2022. The winner also be contacted through their preferred method of contact that is supplied when purchasing tickets.

#### Permits

We hold the following permits: VIC Permit Number 59939, SA License Number M14171, ACT Permit Number R 22/00030,

#### **Refunds and cancellations**

Purchases made through the RaffleTix platform by a Ticket Buyer utilising a credit or debit card are final, non-refundable and not disputable. Where there has been an unauthorised use of a buyer's credit or debit card, and the unauthorised nature of that use can be proven, then the payment will be refunded, unless it has already been credited to the relevant Client Organisation.

#### How to Enter:

Eligibility: The Challenge and Competition is open to Australian residents aged 18 or over, excluding employees of the Promoter and their immediate families, its agents and anyone professionally connected with this Challenge and Competition.

### **Reward & Prize Information**

**Reward:** The announced winner will be contacted by MAAP to organise delivery of their prize within Australia. The prize is non-transferable and cannot be exchanged for cash. The bicycle will be built to the desired sizing requirements of the winner.

The Promoter reserves the right to publish the name, photograph and likeness of the Winner or to publicise the Competition or the prize-giving presentation, in any and all media that the Promoter desires, after the date of the Competition close date and within a year of this date.

The Winner agrees to take part in such reasonable Competition-related publicity as the Promoter may require and accepts that the Promoter may publicise images/statements in connection with/resulting from this Competition.

### The Draw

Draw Method: An electronic draw will be conducted in accordance with government regulations. Every reasonable effort will be made to contact the winners of prizes. Winners will be contacted by phone and email and listed on the RaffleTix website and the MAAP Facebook page. Please check the website and Facebook page for details. Results will be published in The Australian newspaper on 26.03.2022..

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Winners have twelve (12) months from the date they are notified in which to claim their prize. Except if the winner is from ACT. If the winner resides in the ACT and they do not claim their prize by 1pm (AEST) on Monday, 25 April 2022, a redraw/unclaimed prize draw will be held in the same manner as the original draw at 1pm (AEST) on Wednesday, 27 April 2022, at 20 Vale St, North Melbourne VIC 3207. If the redraw winner does not claim their Prize within 12 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.

There is an agreement with RaffleTix (ABN 24 623 531 340) to promote or conduct this raffle for reward.

#### Our Right to Use Information About You

Any personal information provided by entrants will be collected, stored and processed by or on behalf of the Promoter strictly under the General Protection Data Regulation (2018).

The personal information will be used by or on behalf of the Promoter to enable it to administer the Competition and publicise the Prize winners, and to send an entrant what he/she asks the Promoter to send him/her. The winner's information may be shared in line with MAAP's third party agencies in line with MAAP's Data Policy and Terms and Conditions found at <a href="https://maap.cc/pages/privacy-policy">https://maap.cc/pages/privacy-policy</a>.

An entrant's personal details may be used for the marketing purposes of the Promoter only if an entrant has opted in to receiving future marketing mailings from the Promoter or for any other purpose agreed by an entrant. If an entrant would like to stop receiving messages from the Promoter, he/she can use the unsubscribe button provided in an email from the Promoter.

Other than its agencies and third party suppliers who are contracted to administer the Competition, the Promoter will not pass entrant's details on to any third party unless otherwise required to do so by law.

In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this Competition or the awarding of Prizes, the Promoter reserves the right to cancel or amend the Competition or these terms and conditions, at any stage, but will always endeavour to minimize the effect to entrants in order to avoid undue disappointment.

The Promoter and its agents reserve the right at its sole discretion not to consider, and to exclude or disqualify any entry that they deem to be abusing or tampering with the operation of the Competition, or to be acting in any manner deemed by the Promoter to be in violation of or inappropriate with these terms and conditions.

The Promoter reserves the right to verify all entries including but not limited to asking for address and identity details and to refuse to award a Prize or withdraw Prize entitlement and/or refuse further participation in the Competition and disqualify the entrant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this Competitions entry requirements or otherwise where an entrant has gained unfair advantage in participating in the Competition or won using fraudulent means. The Promoter will be the final arbiter in any decisions and these will be binding and no correspondence will be entered into in relation to this clause.

With the exception of Perks and Mini, this Competition is not sponsored, administered or endorsed by, or associated with, Facebook, Twitter or any other Social Network or the producers, retailers or any other party featured in the Prizes. Trademarks, logos and names of any third party are the property of their respective owner.

The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise, (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise); (v) any delay in delivery, or failure of safe delivery of the Prize.

The Competition and the terms and conditions will be governed by Australian law and any dispute arising out of or in connection with the Competition will be subject to the exclusive jurisdiction of the courts of Australia.

MAAP Co Pty Ltd, 204 Ingles St, Port Melbourne, Victoria, Australia 3207.