

Lexus of Townsville in Support of Cancer Council Queensland Terms and Conditions

1 Terms and Conditions of entry

These Terms and Conditions form the conditions of entry for this Competition. Capitalised terms have the meaning given in these Terms and Conditions, unless otherwise stated. By submitting an entry, entrants agree that these Terms and Conditions apply to the entry.

Any updates to these Terms and Conditions will be published on <https://www.raffletix.com.au/lexustownsville-forcancer>

2 Raffle Name ('Competition')

Win a Lexus RX500H F Sport Performance!

3 Promoter

Win a Lexus RX500H F Sport Performance! will be conducted by Cancer Council Queensland (ABN 48 321 126 727) of 553 Gregory Terrace, Fortitude Valley, QLD 4006 via its nominee Lexus of Townsville. The benefiting organisation is Cancer Council Queensland. The benefiting organisation is a not-for-profit organisation.

4 Permit Numbers

Authorised under:

- Queensland (QLD) Permit: 251705

5 Relevant State(s)

Permitted

Entry is open to residents of the following State(s) aged 18 years or older at the commencement of the Raffle:

- Queensland (QLD)

Not Permitted

Residents of the following States and Territories are **NOT PERMITTED** to purchase tickets in the raffle and are not eligible for the Prize:

- New South Wales (NSW)

- Australian Capital Territory (ACT)
- Northern Territory (NT)
- South Australia (SA)
- Tasmania (TAS)
- Victoria (VIC)
- Western Australia (WA)

6 Raffle Period

The Promotion starts at 5pm AEST on Friday, 19th July 2024.

The Promotion closes at 1pm AEST on Tuesday, 5th November 2024. No entries will be accepted after this time.

7 Raffle Website

The Raffle Website will be accessible from: <https://www.raffletix.com.au/lexustownsville-forcancer>

8 Maximum Number of Tickets

13,000 tickets available for purchase at \$50.00 each.

The Raffle will close at the end of the Promotion Period or when all tickets are sold, whichever comes first.

9 Maximum Number of Entries

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

10 Entry Procedure

To enter, entrants must, during the Raffle Period:

- Purchase raffle tickets for the Competition through the Raffle Website.

Entrants who purchase raffle tickets during the Raffle Period and meet the entry requirements set out below are deemed Qualifying Participants (**Qualifying Participants**).

The Promoter will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means, for example bots.

The Promoter reserve the right to disqualify entrants' entry in the event of non-compliance with these Terms and Conditions, failure to meet any requirements set out in the Entry Procedure, or if (in the Promoter's reasonable opinion), entrants tamper or interfere with an entry mechanism in any way.

If the Competition cannot run for reasons beyond the Promoter's control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), the Promoter reserves the right to cancel, suspend, modify or terminate the

Competition. If that happens, the Promoter will select a winner (the **Winner**) from eligible entries received at the time.

11 Entry Restrictions

Entry is open to residents of the **Relevant State(s)** aged 18 years or older at the commencement of the Raffle. By entering the Competition, Qualifying Participants confirm that they are at least 18 years old, and the Promoter reserves the right to verify this.

The following people are not eligible to enter the Competition and are not eligible for the Prize:

- Members of the Management Committee conducting the raffle or benefitting from the raffle, from Cancer Council of Queensland or Lexus of Townsville;
- Employees and Contractors of RaffleTix;
- Any other person directly engaged in managing the raffle or conducting the draw; or
- Any immediate family members of any of the above. Immediate family means a person's spouse (including de-facto spouse), parents, siblings (whether full or half blood), children, and any other family members residing at the same premises as the person.

The Promoter and Lexus of Townsville are not eligible to enter the Competition and are not eligible for the Prize.

12 Verification Requirements

If requested by the Promoter, a person drawn as the Winner of the Prize must produce proof of age and residency prior to being awarded the Prize. If they do not do this promptly to the reasonable satisfaction of the Promoter, the Promoter may redraw the prize subject to the relevant regulatory approvals, in which case that person forfeits any right to claim the prize.

13 Draw Details

Draw will take place at 1:45pm AEST on Tuesday, 5th November 2024 at A Touch of Salt, 86-124 Ogden Street, Townsville QLD 4810.

The draw will take place in accordance with State Government regulations. The draw will be conducted by the Promoter.

Draw method: Raffle tickets will be drawn at random from a barrel with a pool of Eligible Participants who enter in line with the Entry Restrictions and Entry Procedure. First prize will be drawn first followed by all other prizing in descending order.

The Promoter's decision is final and no correspondence will be entered into.

14 Prize Details

Prize Number	No. Available	Prize Title	Prize Value (\$)
1	1	Lexus RX500H F Sport Performance	139,727
		TOTAL	139,727

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

The Prize is not transferable, exchangeable, or redeemable for cash. If for any reason the 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.

15 Total Prize Pool

The Total Prize Pool value is: \$139,727

Prize values are accurate as at the start of the Raffle Period for the Competition. 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 Schedule, are the responsibility of the Winner.

16 Notification and Publication of Winner

The Winner will be notified by telephone and in writing within 2 Queensland business days of being drawn. The Winner's name will be published by the Promoter on the Raffle Website, and on the Lexus of Townsville website and Facebook pages, on 5th November 2024.

17 Prize Claim Date

The Winner has 3 years from the day the prize winner is decided to collect their prize (the **Prize Claim Date**). The Winner must contact the **Promoter** to claim their prize and must collect the Prize from Lexus of Townsville, Cnr Dalrymple Rd &, Duckworth St, Townsville.

The Prize is not transferable, exchangeable or redeemable for cash. If for any reason the Prize is not available, the Promoter will substitute it for another prize of equal or higher value (in the Promoter's discretion). Another prize may be substituted only if the Promoter and the Winner agree in writing to the prize being substituted. The Winner is responsible for their use of the Prize, including complying with all relevant laws and any applicable terms and conditions of use.

18 Unclaimed Prize Arrangements

If the Prize is not claimed by the Prize Claim Date or is deemed invalid in accordance with the Entry Restrictions, the prize will be forfeited by the Winner and 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.

19 Dispute Resolution

In the event of a dispute, the raffle Promoter will attempt to resolve the dispute directly with the complainant. If a satisfactory outcome between the parties is unable to be achieved, the Promoter will liaise directly with the relevant State and Territory authorities.

20 Privacy

Cancer Council Queensland takes privacy seriously. Cancer Council Queensland is committed to respecting your privacy and protecting your personal information. Entrants' personal information is being collected by the Promoter so that entrants may enter and participate in the Competition. For more information on how we collect and handle your personal information please see the Promoter's Privacy Collection Statement here: <https://cancerqld.org.au/about-us/our-privacy-policy/fundraising-privacy-collection-statement/>

The Promoter and its authorised marketing partners reserve the right to send marketing communications to all entrants. Entrants can advise the Promoter at any time if they no longer wish to receive this information, by contacting the Promoter at donorrelations@cancerqld.org.au. 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.

The Winner agrees to participate in any media promotion that may be reasonably requested by the Promoter or its authorised marketing partners and consents to the publication and use by the Promoter and any of its assignees or licensees of the Winner's name and/or quotes, interviews or images (including film) (**Materials**) for the purpose of activities of the Promoter (including publicity, merchandising and fundraising) by any form of media (e.g. newspapers, magazines, other print publications, radio and television broadcasts, websites, webinars, podcasts and vodcasts) in perpetuity and without compensation. The Winner acknowledges and agrees that such Materials are owned by the Promoter. The Promoter is not responsible for photographs and images taken by persons who are not an official representative of the Promoter.

21 General

The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including any costs incurred.

Entrants will be responsible for any tax liability associated with the Prize.

To the extent permitted by law, the Promoter will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the Prize or this Competition. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize.

The Promoter is not responsible for use of the Prize which results in:

- (a) loss that was not reasonably foreseeable;
- (b) loss that was not caused by the Promoter's breach of these Terms and Conditions or by the Promoter's 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 the Promoter's control (such as faults in third party equipment); and

(e) any loss caused, or contributed to, by an entrant's breach of these Terms and Conditions or an entrant's negligence.

These Terms and Conditions are governed by the laws of Queensland.