

# Western Australia Cricket Association

## WESTERN AUSTRALIA CRICKET ASSOCIATION

### Schedule for the Toyota Good for Cricket Raffle (WA)

|                                  |  |
|----------------------------------|--|
| <b>Raffle Name</b>               | Toyota Good For Cricket Raffle (WA)  |
| <b>Promoter</b>                  | The Toyota Good for Cricket Raffle will be conducted by the Western Australia Cricket Association (ABN 44 026 744 769) via its nominee, Chloe Forrest, WACA Ground, 39 Nelson Cres, East Perth WA 6004. Western Australia Cricket Association is a not-for-profit organisation.  |
| <b>Permit Numbers</b>            | Authorised under: WA Permit: XXXXX   |
| <b>Raffle Period</b>             | The Promotion starts at 12pm on 24/08/2020 AWST.<br><br>The Promotion closes at 12pm on 22/02/2021 AWST. No entries will be accepted after this time.  |
| <b>Relevant State(s)</b>         | Western Australia.   |
| <b>Entry Restrictions</b>        | Entry is open to residents of Western Australia aged 18 years or older at the commencement of the Raffle.<br><br>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 directly involved in the Raffle (as determined by the Promoter) are not eligible to enter.<br><br>Directors, management, employees, contactors (or members of their immediate family) of Toyota or Toyota's related entities or any of the Toyota's agents directly involved in the Raffle (as determined by the Promoter) are not eligible to enter   |
| <b>Website</b>                   | toyotagoodforcricketwa.raffletix.com.au  |
| <b>Maximum number of tickets</b> | 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.  |
| <b>Raffle Entry Procedure</b>    | To enter, eligible entrants must, during the Promotion Period, purchase one or more Raffle tickets in the following ways:<br><u>Online Card Transactions</u><br><br>Eligible entrants can:<br><ol style="list-style-type: none"> <li>1. Visit the Raffle Website and follow the online purchasing process; or</li> <li>2. Visit one of the personalised Club pages on the Raffle Website and follow the online purchasing process.</li> </ol><br>For online card transactions, the entrant must use a credit or debit card.<br><br>Process for Online Transactions:<br><ol style="list-style-type: none"> <li>1. Buyer visits the Raffle Website</li> <li>2. If the buyer has followed a link to a specific Club's page on the Raffle Website he/she 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 will be encouraged to search for and identify a beneficiary Club from a drop-down list of registered Clubs.</li> <li>3. If the buyer selects a Club, he/she 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.</li> <li>4. Buyer completes all required fields.</li> </ol> |

# Western Australia Cricket Association

|                           |   |
|---------------------------|---|
|                           | <ol style="list-style-type: none"> <li>5. Payment is processed in real time by Stripe.</li> <li>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 (<b>Stripe fees</b>). Stripe fees are deducted by Stripe prior to remitting the funds to the Raffle Trust Account.</li> <li>7. Online payments are deposited from Stripe into the “RaffleTix for the Benefit of the “Western Australia Cricket Association” bank account (<b>Raffle Trust Account</b>).</li> <li>8. RaffleTix Holdings Pty Ltd (ABN 24 623 531 340) (<b>RaffleTix</b>) reconciles all gross payments and remits sums to the relevant Club at four periodical dates throughout the promotion period and at the end of the Promotion Period.</li> </ol> <p><u>In-Person Transactions</u></p> <p>Eligible entrants can purchase tickets from authorised representatives from each participating Club (<b>Sales Agents</b>). 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"> <li>1. Sales Agent logs in to Raffle Website and is directed to the Club-specific mobile sales page.</li> <li>2. Sales Agent conducts the in-person transaction.</li> <li>3. Sale is recorded against logged in authorised representative of the Sales Agent. Payment is processed in real time by Stripe.</li> <li>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.</li> <li>5. All cash sales will be deposited by the Club directly into the Raffle Trust Account as directed by the Promoter.</li> <li>6. RaffleTix reconciles all gross payments and remits sums to the relevant Club at four periodical dates throughout the promotion period and at the end of the Promotion Period.</li> </ol> <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><b>Sales Agent</b></p> | <p>The Promoter will invite entities that compete or umpire in a community cricket league that is responsible for the conduct of Western Australian matches and are registered with the West Australian Cricket Association (<b>Clubs</b>) 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 (<b>Club Representative</b>).</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"> <li>1. The Promoter will pre-register all Clubs.</li> <li>2. The Promoter will contact the Club via email to invite the Club’s Representative to activate the Club’s participation in the Raffle.</li> <li>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 22 February 2021.</li> </ol>   |

## Western Australia Cricket Association

|                                  |  |   |                      |                                       |
|----------------------------------|--|---|----------------------|---------------------------------------|
|                                  | <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>6. The Sales Agent can commence selling immediately via cash, debit or credit card transactions.</li> <li>7. Club Representative can invite other Club users to become authorised 'sellers' on behalf of the Club.</li> </ol>   |   |                      |                                       |
| <b>Transaction Types</b>         | <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 or she then conducts the transaction. The Club can track the representative who logged in and authorised payment or collected cash.</p> |   |                      |                                       |
| <b>Anonymous Pool</b>            | <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>   |   |                      |                                       |
| <b>Maximum Number of Entries</b> | No maximum applies. Participants may purchase as many tickets as they like while Raffle remains open.  |   |                      |                                       |
| <b>Verification Requirements</b> | If requested by the Promoter, Participants must produce proof of age and residency prior to being awarded a Prize.   |   |                      |                                       |
| <b>Draw Details</b>              | <p>Draw will take place at 12pm (AWST) on 25 February 2021 at WACA Ground Gate 2, 39 Nelson Crescent East Perth WA 6004.</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>Draw method: Raffle tickets will be drawn at random. First prize will be drawn first followed by all other prizes in descending order.</p>   |   |                      |                                       |
| <b>Prize Details</b>             | <b>Prize no.</b>   | <b>Prize</b>  | <b>No. Available</b> | <b>Value of each Prize (inc GST)</b>  |
|                                  | 1 <sup>st</sup> Prize  | <b>Toyota Corolla Hatch Hybrid Ascent Sport 1.8L Hybrid</b> , with 1.8L 4-cylinder VVT-i engine with Toyota Hybrid system, Dual-zone automatic climate control air conditioning, Smart entry and start system, 16" alloy wheels, Bi-LED headlamps, LED Daytime Running Lamps, Heated door mirrors, Electronic Park Brake, 4.2" Multi Information Display, 8" colour touchscreen display with Bluetooth®, voice recognition, Siri® Eyes Free and Toyota Link, 7 SRS airbags, | 1                    | Valued at up to \$31,525.56 driveaway |

## Western Australia Cricket Association

|  |  |  |   |                         |
|--|--|--|---|-------------------------|
|  |  | Toyota Safety Sense – Including Lane Departure Alert, Lane Trace Assist (CVT only), Pre-Collision Safety system with pedestrian and daytime cyclist detection, Road Sign Assist, Automatic High Beam and Active Cruise Control, Active Cornering Assist, Audio system with 6 speakers, AUX and USB input, Reversing camera with fixed guidelines |   |                         |
|  | 2 <sup>nd</sup> Prize  | 2020/21 Australian Men’s Cricket Team signed shirt (unframed)  | 1 | Valued at up to \$2,500 |
|  | 3 <sup>rd</sup> Prize  | 2020/21 Australian Men’s Cricket Team signed shirt (unframed)  | 1 | Valued at up to \$2,500 |
|  | 4 <sup>th</sup> Prize  | 2020/21 Perth Scorchers Men’s team signed shirt (unframed)   | 1 | Valued at up to \$1,000 |
|  | 5 <sup>th</sup> Prize  | 2020/21 Perth Scorchers Men’s team signed shirt (unframed)   | 1 | Valued at up to \$1,000 |
|  | 6 <sup>th</sup> Prize  | Apple® iPad Mini Wi-Fi 64GB – Space Grey   | 1 | \$599.00                |
|  | 7 <sup>th</sup> Prize  | Weber® Baby Q™ BBQ - Black   | 1 | \$339.00                |
| <b>Total Prize Pool</b>                        | Up to \$39,463.56 (inc GST)  |  |   |                         |
| <b>Prize Restrictions/Exclusions (if any)</b>  | N/A  |  |   |                         |
| <b>Notification and Publication of Winners</b> | Winners will be notified by telephone and in writing within four business days of being drawn, (by 3 March 2021). Prize Winners’ names will be published on <a href="http://www.toyota.com.au/news">www.toyota.com.au/news</a> and <i>The Australian</i> before 11 March 2021.   |  |   |                         |
| <b>Prize Claim Date</b>                        | Winners have three (3) months from the date they are notified in which to claim their prize. Winners have three (3) months to claim their prize before the prize is subject to a redraw. Redraw will take place on 23 <sup>rd</sup> of June, 2021 at WACA Ground Gate 2, 39 Nelson Crescent East Perth WA 6004. Winners are to contact <a href="mailto:raffle@good2give.ngo">raffle@good2give.ngo</a> in order to claim their prize. |  |   |                         |
| <b>Unclaimed Prize Arrangements</b>            | 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 donate that prize to the Club that sold the winning ticket.  |  |   |                         |

## Western Australia Cricket Association

|  |   |
|--|---|
| <p><b>Additional Terms – Prizes</b></p>  | <p>The stated driveaway price of the 1<sup>st</sup> Prize (<b>Vehicle Prize</b>) 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. The Winner must provide all information and sign all documentation necessary to enable the Promoter or Toyota Motor Corporation Australia Limited (<b>Toyota</b>) to register the vehicle in the name of the Winner prior to collection. 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. Vehicle depicted in all promotional material are not necessarily the same colour as the Vehicle Prize vehicle. The colour of the Vehicle Prize vehicle will be able to be chosen by the Winner of that vehicle from the list of available colours as advised by the Promoter or Toyota at the time of selection. The Vehicle Prize vehicle will be available for collection from the Toyota dealership nominated by the Promoter or Toyota, which shall, if reasonably possible, be near the Winner's place of residence. Neither the promotor nor Toyota will be responsible for any travel expense associated with a Winner's collection of the Vehicle prize. 1st Prize value is up \$31,525.56 given at the opening date of the Raffle Period and the Promoter takes no responsibility for any change in value. Prizes and participation in the Raffle are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable.</p> |
| <p><b>Additional terms – Privacy</b></p> | <p>In addition to the privacy term set out in the Conditions of Entry, the Promoter may also use the entrant's personal information to provide information about the Promoter's and Toyota's products and services (including via post, phone, email and SMS), and may disclose the information to its related bodies corporate, and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose, as well as to Toyota to use for the same purposes. 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 WACA Ground Gate 2, 39 Nelson Crescent East Perth WA 6004 or sending an email to <a href="mailto:privacy@cricket.com.au">privacy@cricket.com.au</a>. The Promoter may continue to provide the entrant with this information for an indefinite period unless and until advised otherwise by the entrant.</p>  |

## Terms and Conditions of Entry for the Toyota Good for Cricket Raffle

(WA)

### First up

1. These terms and the Schedule form the Conditions of Entry for this Raffle, set out all the information you need to know regarding this Raffle. Capitalised terms have the meaning given in the Schedule, unless otherwise stated. If there's any inconsistency between these terms and the Schedule, then what's in the Schedule is correct. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
3. The promoter is the Western Australia Cricket Association (ABN 44 026 744 769), of WACA Ground, 39 Nelson Cres, East Perth WA 6004 ('**Promoter**', '**we**', '**us**').
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 Motor Corporation Australia Limited (**Toyota**) is our promotional partner.
  6. All proceeds from the Raffle will be deposited into the 'Good2Give for the Benefit of Western Australia Cricket Association' bank account. This account is held only for funds raised from this raffle, and does not receive any other funds or distribute to any other account. The account can only be operated by two authorised bank account signatories. A grant equal to the amount raised by each participating Club will then be made to that participating Club through the Club Representative. The Promoter and Toyota receive no direct financial benefit from the Raffle.
  7. Any updates to these Conditions of Entry will be subject to regulatory approval, and will be published on the Website, so it's important to check these Conditions of Entry regularly.

### Who can enter ... and who can't

8. The eligibility requirements for this Raffle are set out in the Entry Restrictions.
9. Directors, management, employees, contractors (or members of their immediate family) of the Promoter or the Promoter's related entities or any of the Promoter's agents directly involved in the Raffle (as determined by the Promoter) are not eligible to enter.
10. Directors, management, employees, contractors (or members of their immediate family) of Toyota or Toyota's related entities or any of the Toyota's agents directly involved in the Raffle (as determined by the Promoter) are not eligible to enter
11. "Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (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 1<sup>st</sup> cousin.

### How to enter

12. To enter, entrants must follow the applicable Entry Procedure for Club Representatives or Participants. Club Representatives must enter the Raffle, provided they meet the eligibility criteria for the Raffle.
13. By registering themselves and their club, each Club Representative warrants that they have the permission and authority of their club to involve their club in the Raffle. Club Representatives are personally responsible for arranging the distribution of the raffle ticket books, and sale of the raffle tickets, during the Raffle Period. Club Representatives are also responsible for the collection of proceeds from the sale of the raffle tickets, and reconciliation of those proceeds.
14. Each Club Representative must ensure that tickets are only sold during the Raffle Period and that all ticket receipts of all tickets sold by their club, all remaining unsold tickets and fully reconciled funds raised are returned within one week of the end of the Raffle Period (namely, by no later than 1 March 2021).
15. Club Representatives must also ensure that each ticket sold through their club has full contact details (including name, phone and address details) for the Participant that bought the ticket (or their nominee) completed on the online ticket.
16. It is the Participant's responsibility to notify the Promoter if their contact details change during the Raffle Period.
17. The Promoter will not accept entries which are incomplete.
18. We reserve the right to disqualify an entry in the event of non-compliance with these Conditions of Entry or if, in our reasonable opinion, an entrant tampers or interferes with an entry mechanism in any way.

19. If the Raffle cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Raffle (subject to regulatory approval). If that happens, the Promotor will select a Winner from eligible entries received at the time.
20. All decisions made by us regarding any aspect of the Raffle are final, and no correspondence will be entered into.

#### Prizes

21. Information about the Prize(s) and Prize Restrictions/Exclusions (if any) are set out in the Schedule. Prize values are accurate as at the commencement date for the Raffle. Any variation after that date is beyond our 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(s).
22. Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, we will substitute it for another prize of equal or higher value (in our absolute discretion), subject to regulatory approval.

#### How Winners are chosen and notified

23. All 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 (ticket stub) of a Participant who purchases a ticket, every endeavour will be made to identify and contact the Participant. This will include publishing the ticket number with a request for contact and contacting and collaborating with the Club Representative in order to identify the Participant. Tickets not paid for will not be included in the Draw. Any entry (ticket stub) which the Promoter deems to be slanderous, defamatory or otherwise offensive may not be included in the Draw, subject to approval from the relevant regulatory body.
24. Draw Details are set out in the Schedule. We will notify Winners, and publish their names, in accordance with the Notification and Publication of Winners information set out in the Schedule.

#### How to claim prizes

25. All claimed prizes will be distributed to Winners within 28 days of the claim. If there are any unforeseen circumstances inhibiting the prize from being delivered to the Winner by this time, the Promoter will communicate this to the Winner accordingly. The Promoter reserves the right to request Winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.
26. If (having made reasonable efforts) we cannot contact a prize Winner, or if a prize Winner is deemed ineligible to receive the prize, or if any prize is not accepted or claimed by the Prize Claim Date, the Promoter reserves the right (subject to regulatory approval, if required, and not including Prizes won by Victorian participants) to donate that prize to the Club that sold the winning ticket.
27. 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.
28. At our request, prize Winners must sign an indemnity and exclusion of liability form provided by us. If a Winner does not sign that form within the time specified by us, they will not be able to participate and that Winner's entry or prize claim will be declared invalid.

---

#### Promoter's use of entries and personal information

29. On submission, entries become the joint property of the Promoter and Toyota. By entering this Raffle, you consent to us using your entry in any media for an unlimited period without compensation for the purpose of promoting this Raffle (including any outcome), and promoting any products manufactured, distributed and/or supplied by us.
30. By participating in this Raffle, each Participant agrees, and each individual who registers as a Club Representatives on the Website agrees, that the Promoter and Toyota may use and disclose the personal information provided by you for the purpose of conducting the Raffle and for any of the purposes set out in the Promoter's Privacy Policy (available at [www.crickets.com.au/privacy](http://www.crickets.com.au/privacy) or by emailing [privacy@crickets.com.au](mailto:privacy@crickets.com.au)), which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how the Promoter will deal with that complaint. The Promoter may also disclose your personal information to other parties, including the Promoter's third party service providers. From time to time, these third parties may be located (and so your personal information may be disclosed) overseas, including in the USA and the UK. The Promoter may use your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with the Promoter's Privacy Policy). 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, or wishes to access, update or correct any personal information we hold about you, you should contact the Promoter Privacy Officer at 60 Jolimont Street, Jolimont, VIC, 3002 or sending an email to [privacy@crickets.com.au](mailto:privacy@crickets.com.au).
31. Each Winner may be requested by us to participate in promotional activities (such as publicity and photography) surrounding the winning of the prize, free of charge. If you are a Winner, we may request that you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation

for the purpose of promoting this Raffle (including any outcome), and promoting any products manufactured, distributed and/or supplied by us.

32. The Club Representative and each Participant's consents to having their personal information disclosed to State lottery departments if required by law or regulation and to the Winners' names being published as required under the relevant State lottery legislation.
33. Any requests to access, update or correct any information should be directed to the Promoter.

**General stuff (boring but important)**

34. We accept 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. We have 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. We are not liable for any consequences of user error including any costs incurred.
35. You acknowledge that there may be inherent risks in some aspects of the Raffle or the prize and that participation in the Raffle or the prize may involve participating in dangerous activities. By entering this Raffle and/or accepting the prize, you accept that risk for yourself and for your companion(s) (if applicable).
36. To the extent permitted by law, we 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 prizes or this Raffle. We accept no responsibility for any tax liabilities that may arise from winning a prize.
37. The Promoter, Toyota and Good2Give 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 the breach of these Conditions of Entry or by our 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 our 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.
38. These Terms and Conditions of Entry are governed by the laws of Victoria