

HOPE ART UNION TERMS AND CONDITIONS

1. General Terms and Conditions

- 1.1 The HOPE Art Union Lottery is conducted by the Hope for Cambodian Children Foundation Incorporated (HOPE) ABN 82 131 966 197. The HOPE Art Union Lottery draw is conducted to raise funds to provide health care, social welfare care and education to very poor and disadvantaged Cambodian children and their families to assist them to become self-sufficient, primarily through the HOPE Centre in Battambang Cambodia.
- 1.2 For the purposes of these terms and conditions, 'Art Union' means a single Hope for Cambodian Children Foundation Art Union Lottery draw with three prizes as follows –
 - (a) The First Prize is a luxury apartment fully furnished in the SKYTOWER BUILDING at 222 Margaret Street, Brisbane valued at \$630,000.00, furniture valued at \$55,000.00. Total value is \$685,000.00
 - (b) The Second Prize is a TOYOTA Hi Lux SR5 valued at \$66,200.00;
 - (c) The Third Prize is a luxury holiday for two in the SKYTOWER BUILDING valued at \$6,000.00, including return airfares:
- 1.3 The raffle will close at 9am AEST on Friday, 8th December 2023 and the draw will take place at 12pm AEST (noon) on Friday, 8th December 2023 at the SKYTOWER BUILDING at 222 Margaret Street Brisbane provided that a minimum of 750 tickets have been sold by that date. Should the minimum number of 750 tickets not be sold by the draw date, the draw date may be extended with the required approvals from the relevant regulators. If this occurs, ticket purchasers will be advised accordingly.
- 1.4 The raffle will be conducted in accordance with the relevant State Government regulations.

2. Conditions of Entry

- 2.1 To enter the Art Union, a person must purchase one or more tickets in the Draw, correctly complete the details required on the online order form and nominate:
 - (a) themselves; or
 - (b) themselves and another person; or
 - (c) another person

as the person on the ticket and the entrant in the draw. Art Union prizes must be transferred to the person or persons named on the ticket at the time of purchase. The prize apartment, and other prizes will be registered in the name of the person or persons named on the ticket and no other person. A person purchasing a ticket, whether for themselves or some other person, is

deemed to have agreed to and accepted these Terms and Conditions so far as they apply to purchasers of tickets.

2.2 A person who enters the Draw is deemed to have accepted and agreed to the Terms and Conditions, unless you received a ticket as a gift. If you received a ticket as a gift, you may elect to cancel the ticket before the closing date of the draw if you don't agree with the Terms and Conditions. If you do not cancel the ticket before the closing date you will be deemed to have accepted and agreed to the Terms and Conditions.

2.3 Entry is open to residents of a valid State of entry, aged 18 years or older at the time of purchasing a ticket in the Raffle. The valid States are shown on the raffle website. Tickets cannot be purchased by any individual involved in the organisation of the raffle or the draw (including RaffleTix). In addition, tickets cannot be purchased by the association conducting or benefiting from the raffle, or its Management Committee including *immediate family members.

*Immediate family means a person's spouse and family members residing at the same premises as the person

2.4 You may not enter the Art Union in the name of a corporate entity, a trust, a self-managed superannuation fund or other fund, an unincorporated association or a syndicate. Any entry you are named 'as trustee for' is also ineligible. Any trustee arrangements are internal matters for you or the purchaser and are not permitted to be stated on the ticket.

2.5 It is your responsibility as an entrant in the Art Union to ensure that you are eligible under all applicable laws to accept the prize if you win the draw.

2.6 We reserve the right to disqualify entries in the event of non-compliance with the Terms and Conditions. Disqualified entrants will be provided with a full refund.

3. Tickets

3.1 We will issue a ticket to you once we receive –

(a) all Entry Details, including your name, your phone number, your email address, your postal address; and

(b) payment in full for each ticket;

regardless of whether received from you or another person.

3.2 Once an online ticket has been issued, the details associated with that ticket (including name, email and address) can only be updated or amended by the raffle Organiser. If a corresponding paper ticket has also been issued, the raffle Organiser will provide an

updated or amended paper ticket. Updates and amendments can only be accommodated before the closing date of the draw. Art Union prizes will be transferred to the person on the ticket.

3.3 There are a maximum of 1000 tickets available for purchase.

3.4 Each ticket/entry in the Art Union will cost \$1,000.00.

3.5 There is no limit on the number of tickets which can be purchased by each purchaser subject to a maximum of 1000 tickets being sold in total.

3.6 Where a ticket is purchased as a gift the gift recipient, and not the purchaser, will be the entrant in the draw.

4. Multiple Entrants

4.1 Where a ticket is purchased by a purchaser on behalf of themselves and another person –

- (a) both the purchaser and the other person will be the entrant in the draw;
- (b) the purchaser warrants that they have the authority to enter the draw and accept the Terms and Conditions on the other person's behalf;
- (c) if one of the tickets purchased is drawn as the winning ticket, any prize will be transferred to both the purchaser and the other person as joint tenants:

4.2 We will not be liable for any loss or damage whatsoever which is suffered or sustained by you or any other person as a result of the warranty given under clause 4.1(b) being incorrect.

5. Payments

5.1 Tickets in the Art Union must be purchased in Australian dollars via the following payment methods –

- (a) Cheques made payable to Hope for Cambodian Children Foundation Incorporated. All correspondence is to be directed to PO BOX 2045 North Parramatta NSW 1750;
- (b) Credit card – Visa, Mastercard and AMEX;
- (c) Bank (EFT) Transfer. Contact RaffleTix at support@raffletix.com.au for details.

5.2 Only entries that have been paid in full will be included in the draw.

5.3 Where you wish to purchase tickets by cheque, you must make sure the payment is received by us no less than four (4) business days before the closing of the draw. The funds must clear before we will issue any tickets to you. If –

- (a) the funds are received less than (4) four business days before the closing of the draw;
- (b) the funds do not clear before the closing date of the draw; or
- (c) the draw has sold out prior to the funds being received or clearing;

we will issue you a refund.

5.4 A ticket issued also acts as the payment receipt for the purchase.

6. Refunds

- 6.1 Raffle ticket purchases utilising a credit or debit card are final, non-refundable, and not disputable. However, where there has been an unauthorised use of a buyer's credit card, and the unauthorised nature of that use can be proven, then the payment will be refunded.
- 6.2 The Ticket Buyer must be at least 18 years of age to purchase a ticket in this raffle. Raffle ticket purchases external to Australia are NOT permitted. Raffle ticket numbers will be sent by email.
- 6.3 RaffleTix makes no representations as to the compliance by our Clients with the laws applicable to the conduct of their raffle. The Ticket Buyer must establish to his or her own satisfaction the propriety or otherwise of the raffle by contacting the relevant Client Organisation directly. Any disputes about the raffle must be directed to the Client Organisation.
- 6.4 We will refund the amount of the purchase in Australian dollars.

7. Transfer of prizes

- 7.1 Where we are unable to provide you with the nominated prize, or you are unable to legally own or receive the nominated prize, or where we are unable to deliver a prize due to natural disaster, fire, theft, destruction or other circumstances beyond our control as may arise from time to time, we may at our discretion offer you a substitute prize of the same value in Australian dollars in our absolute discretion, subject to any written directions from the relevant State or Territory gaming departments.
- 7.2 We will only transfer prizes and title in any property to the winner named as the entrant on the winning ticket, subject to the production and verification of valid identification. If there are two people listed as the entrant on the ticket, the prize will be transferred to

both people as joint tenants. Any cost and expenses associated with transfer from the prize winner's name to another person is the sole responsibility of the winner.

8. Privacy and Communications

- 8.1 Your participation in the Art Union constitutes an invitation for us to contact you in relation to, among other things, fundraising activities, matters relating to your ticket purchase and to notify you of the outcome of the Art Union. Please refer to our Privacy Policy for information on how we deal with your personal information. At any time you may elect to opt out of marketing communications.
- 8.2 To purchase tickets in the Art Union, you must supply at least one method of contact for ticket issuance and service messaging. We reserve the right to send service related communications to you subject to our Privacy Policy regardless of your contact preference. These service related communications may include, by way of example only, updates to the Terms and Conditions, to deliver tickets purchased, updates to our Privacy Policy and anything else required to fulfil your purchase from us.

9. Disclaimer

- 9.1 Any and all products, brand names, logos, images, and/or trademarks as displayed or referred to on the Art Union website are owned by the respective trademark owners. We do not warrant to have an affiliation with any trademark owner referenced on this website.
- 9.2 We use all reasonable endeavours to ensure that information on this website is correct but we do not warrant the accuracy or completeness of the information provided and will not be held liable for any inaccuracy, omission, variation or error. Photographs and floor plans are for illustrative purposes only and may not be to scale or depict the exact prize detail or size. Art Union themes and prizes do not necessarily reflect our views or the views of our staff.
- 9.3 By entering the Art Union, you acknowledge that these terms and conditions provide adequate warning of eligibility requirements, alternative prize arrangements and afford a reasonable opportunity for you to seek your own independent legal advice prior to taking transfer of the prize.
- 9.4 To the extent permitted by law, including pursuant to schedule 2 of the Competition and Consumer Act 2010 (Cth), ('Australian Consumer Law'), we shall not be liable for any loss or damage of whatsoever nature however occasioned to any person by, through or in

connection with the Art Union (including but not limited to direct, indirect or consequential loss or damage or personal injury). We will not be liable to you or any winner for any financial consequences (including but not limited to any taxation liability such as land tax or transfer duty), and/or levy that may accrue to you or a winner, impact upon eligibility for or receipt of any pension, benefit allowance, superannuation or similar entitlement or any additional legal or other fees, including insurances on or after the transfer of the property to you or the winner as a result of winning the prize.

10. Additional Conditions

- 10.1 Photographs and floor plans are for illustrative purposes only and some staging accessories and decorative items may not be included in the prize.
- 10.2 Floor plans are not to scale and may not be a full representation of the prize apartment.
- 10.3 All prize values are listed in Australian currency.
- 10.4 Prizes cannot be transferred or exchanged, and non-cash prizes are not redeemable for cash
- 10.5 Any rental estimates for the prize apartment are provided for informational purposes only.
- 10.6 All costs are solely your responsibility from the date the prize apartment is handed over to you or after 14 days from the day the winner of the draw is decided, whichever comes first. You will also be responsible for the security, maintenance, insurance, electricity, gas, telecommunications, internet, and all other costs and expenses associated with the prize apartment from that date.
- 10.7 Prize values are based on the recommended retail prices at the time of purchase (inclusive of GST).
- 10.8 You must accept the prize apartment in its as is, where is condition, subject to legislative requirements.
- 10.9 You acknowledge that the prize apartment may be encumbered by easements, restrictive covenants or have ongoing development covenants that may affect the prize apartment or its ongoing use. You agree to accept the prize apartment subject to any such covenant or restriction and to sign any document required in order to give effect to any ongoing responsibilities or covenants.

11. Travel

11.1 Where the prize includes travel, you will receive a voucher from a travel agency nominated by us in the name of the winner.

11.2 Travel Vouchers are not transferable and cannot be redeemed for cash.