# **CRICKET AUSTRALIA**

# Schedule for the 2023/24 Toyota Good for Cricket Raffle (ACT, SA, NSW, NT, QLD, TAS, VIC, WA)

Raffle Name	Toyota Good for Cricket Raffle (ACT, SA, NSW, NT, QLD, TAS, VIC, WA)		
Promoter	The Toyota Good for Cricket Raffle will be conducted by Cricket Australia (ABN 53 006 089 130) of 60 Jolimont Street, Jolimont, VIC, 3002 via its nominee, Stacey Towers. Cricket Australia is a not-for-profit organisation.		
Vehicle prize provider (Toyota)	Toyota Motor Corporation Australia Limited (ABN 64 009 686 097) of 155 Bertie St, Port Melbourne, VIC 3207 ( <b>Toyota</b> )		
Permit Numbers	Authorised under: ACT Permit: R 23/00166 NSW Permit: GOCAU/2521 QLD Permit: 242896 SA Permit: M14467 TAS Permit: N/A VIC Permit: 10326/23 WA Permit: LS220490223 NT: FNL1006		
Raffle Period	The Raffle starts at 12pm AEDT 02-10-2023.		
	The Raffle closes at 12pm AEDT 26-02-2024. No entries will be accepted after this time.		
Relevant State(s)	Australian Capital Territory, New South Wales, Northern Territory, Queensland, South Australia, Tasmania, Victoria, and Western Australia.		
Entry Restrictions	Entry is open to residents of Australian Capital Territory, New South Wales, Northern Territory, Queensland, South Australia, Tasmania, Victoria and Western Australia aged 18 years or older at the commencement of the Raffle.		
Raffle Website	toyotagoodforcricket.raffletix.com.au		
Maximum number	241,776 tickets available for purchase.		
of tickets	The Raffle will close at the earlier of the end of the Raffle Period or when all tickets are sold.		
Raffle Entry Procedure	To enter, eligible entrants must, during the Raffle Period, purchase one or more Raffle tickets via the following ways:  Online Card Transactions  Eligible entrants can:		
	<ol> <li>Visit the Raffle Website and follow the online purchasing process; or</li> <li>Visit one of the personalised local Cricket Club (Club) pages on the Raffle Website and follow the online purchasing process.</li> </ol>		
	For online card transactions, the entrant must use a credit or debit card.		
	Process for Online Transactions:		
	Buyer visits the Raffle Website.		
	<ol> <li>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> </ol>		
	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 Raffle Period.		

- 4. Buyer completes all required fields.
- 5. Payment is processed in real time by Stripe.
- 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 (Stripe fees). Stripe fees are deducted by Stripe prior to remitting the funds to the Raffle Trust Account.
- Online payments are deposited from Stripe into the "RaffleTix for the Benefit of Cricket Australia" bank account (Raffle Trust Account).
- 8. RaffleTix Holdings Pty Ltd (ABN 24 623 531 340) (RaffleTix) reconciles all gross payments and remits sums to the relevant Club at four periodical dates throughout the Raffle period and at the end of the Raffle Period. Any funds in the Anonymous Pool will be distributed at the end of the Raffle Period.

#### **In-Person Transactions**

Eligible entrants can purchase tickets from authorised representatives from each participating Club (Sales Agents). Under this scenario, the Club's authorised representative will enter the entrant's transaction details via the mobile sales page on the Raffle Website.

Process for In-person Transactions:

- 1. Sales Agent logs in to Raffle Website and is directed to the Club-specific mobile sales page.
- 2. Sales Agent conducts the in-person transaction.
- 3. Sale is recorded against logged in authorised representative of the Sales Agent. Payment is processed in real time by Stripe.
- 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.
- 5. All cash sales will be deposited by the Club directly into the Raffle Trust Account as directed by the Promoter.
- 6. RaffleTix reconciles all gross payments and remits sums to the relevant Club at four periodical dates throughout the Raffle Period and at the end of the Raffle Period.

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).

#### Sales Agent

The Promoter will invite entities that compete or umpire in a community cricket league that is responsible for the conduct of Australian cricket matches and are registered with Cricket Australia, except for those in the Cricket Australia Competitions, (Clubs) 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 Stripe fees, if applicable).

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 (**Club Representative**).

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 Raffle Period. The process for participating as a Sales Agent may be summarised as follows:

- 1. The Promoter will pre-register all Clubs.
- 2. The Promoter will contact the Club via email to invite the Club's Representative to activate the Club's participation in the Raffle.
- 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

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	process a c February 2	ash transaction are required to deposit the coll 2024.	ected funds into the i	Raffle Trust Account	by Thursday 29'''
		ill review the application and verify the Club if a of the bank statement supplied.	all the fields are corre	ctly completed and th	e banking details
		ix platform will activate and generate a person nique URL assigned to each Sales Agent.	alised Raffle website	for the Club, which wi	ll be accessible
	6. The Sales A	agent can commence selling immediately via ca	sh, debit or credit car	d transactions.	
	7. Club Repre	sentative can invite other Club users to become	e authorised 'sellers' (	(i.e. Sales Agents) on b	ehalf of the Club.
Transaction Types	Tickets may be purchased directly via online credit/debit card or in-person through a Club via credit/debit card or cas transactions.			or cash	
	Direct Online Card T	ransactions earns and the same			
	The purchaser must	visit the Raffle Website and complete all require	ed fields to complete	a transaction.	
	For online card trans DSS-compliant mann	actions, the platform uses the Stripe payment $\mathfrak p$ er.	processing service to p	process the card trans	actions in a PCI
	The Stripe payment and conditions.	processing service accepts Visa, Mastercard, and	d American Express a	nd is subject to Stripe	fees and terms
	In-Person Card and C	ash Transactions			
	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.				enticated and
	-	son transaction, the authorised representative e transaction. The Club can track the represent			
Anonymous Pool	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 Raffle Period.				
	Clubs that have buyers purchase directly from their Raffle page will collect 100% of proceeds from the sale, less any Stripe fees (if applicable).				
Maximum Number of Entries	No maximum applies. Participants may purchase as many tickets as they like while the Raffle remains open (subject to overall ticket availability).				
Verification Requirements	If requested by the Promoter, Participants must produce proof of age and residency prior to being awarded a Prize.				
Draw Details	Draw will take place at 12pm (AEDT) on Monday 4 <sup>th</sup> March 2024 at Plexus Services (ABN 26 151 501 898), 411 Collins St, Melbourne, VIC, 3000.				
	A digital random draw will take place in accordance with State Government regulations. The draw will be conducted by Plexus on behalf of RaffleTix, the developer and host of the digital platform.			ucted by Plexus	
	The draw will be witnessed by a third-party representative organised by Plexus to comply with State governance.			ce.	
	Draw method: Raffle tickets will be drawn at random. First prize will be drawn first followed by all other prizing in descending order of value.			in descending	
Prize Details – Major				Value of each	
Prizes	Prize No.	Prize Description	No. Available	Prize (RRP)* up to	
		2024 Kluger GX AWD 2.5L Hybrid Auto CVT			
	1st Prize	Wagon Colour at discretion of Toyota Motor	1	\$ 63,659.50 (driveaway)	
	13011120	Colour at discretion of Toyota Motor	1	(anveaway)	

	Corporation Australia Limited (ABN 64 009			
	686 097) <b>(Toyota)</b>			
	Standard Registration, Stamp Duty and			
	Dealer Delivery			
	2024 Corolla Cross GX 2WD 2.0L Hybrid			
	Auto Hatch			
	Colour at discretion of Toyota Motor			
	Corporation Australia Limited (ABN 64 009			
	686 097) <b>(Toyota)</b>			
	Standard Registration, Stamp Duty and		\$ 40,507.10	
2nd Prize	Dealer Delivery	1	(driveaway)	
	2024 Yaris Cross GX 2WD 1.5L Hybrid Auto			
	CVT Hatch			
	Colour at discretion of Toyota Motor			
	Corporation Australia Limited (ABN 64 009			
	686 097) <b>(Toyota)</b>			
	Standard Registration, Stamp Duty and		\$ 34,611.90	
3rd Prize	Dealer Delivery	1	(driveaway)	
	2-hour Coaching Clinic with a Cricket			
	Australia player for up to 50 people at a			
	suitable Club's ground in Australia (as			
	nominated by the winner).			
	Includes all costs associated with the travel			
	of a Cricket Australia player to the selected			
	ground. The training session will include the			
	following:			
	<ul> <li>Meet and greet with the Cricket</li> </ul>			
	Australia player			
	<ul> <li>Playing tips from the player</li> </ul>			
	<ul> <li>Cricket skills and drills session.</li> </ul>			
	The date of the 4th Prize may be redeemed			
	is subject to the availability of a Cricket			
	Australia player. The Cricket Australia player			
	will be a current player, as selected by the			
4th Prize	Promoter.	1	\$ 15,000	
	2-hour Coaching Clinic with a Cricket		·	
	Australia player for up to 50 people at a			
	suitable Club's ground in Australia (as			
	nominated by the winner).			
	,			
	Includes all costs associated with the travel			
	of a Cricket Australia player to the selected			
	ground. The training session will include the			
	following:			
	- Meet and greet with the Cricket			
	Australia player			
	- Playing tips from the player			
	- Cricket skills and drills session.			
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	The date of the 5th Prize may be redeemed			
	is subject to the availability of a Cricket			
	Australia player. The Cricket Australia player			
	will be a current player, as selected by the			
5th Prize	Promoter.	1	\$ 15,000	
6th Prize	Table of 10 - CA Hospitality	1	\$ 10,900	

	Includes hospitality tickets for either an			
	Australian Men's Test Match or ODI during the 2023/24 season.			
	2020, 2 : 00000			
	Match will be in the State/Territory of the			
	winner subject to the locations of matches			
	during the 2023/24 cricket season and			
	determined by the Promoter in its absolute			
	discretion. Any additional costs including travel or accommodation is at the cost of			
	the winner.			
	Money Can't Buy Experience			
	This experience will include one of the			
	following activities for up to 4 people and is			
	subject to at-match availabilities:			
	- Boundary Line Experience			
	- Pitch Walk			
	- Changeroom Experience			
	The prize will include tickets to the			
	corresponding match. The winner of this			
	prize will be required to organise their own			
	travel and accommodation to attend the			
7th Prize	event.	1	\$ 10,000	
	Money Can't Buy Experience			
	This experience will include one of the following activities for up to 4 people and is			
	subject to at-match availabilities:			
	- Boundary Line Experience			
	- Pitch Walk			
	- Changeroom Experience			
	The prize will include tickets to the			
	corresponding match. The winner of this			
	prize will be required to organise their own			
8th Prize	travel and accommodation to attend the event.	1	\$ 10,000	
Ottiffize	Money Can't Buy Experience	1	Ş 10,000	
	mana, and a say Experience			
	This experience will include one of the			
	following activities for up to 4 people and is			
	subject to at-match availabilities:			
	- Boundary Line Experience			
	- Pitch Walk			
	- Changeroom Experience			
	The prize will include tickets to the			
	corresponding match. The winner of this			
	prize will be required to organise their own			
	travel and accommodation to attend the			
9th Prize	event.	1	\$ 10,000	
	Men's 2023/24 Australian Cricket Team			
10th Prize	Signed Shirt	1	\$ 2,500	

	Men's 2023/24 Australian Cricket Team		1	
11th Prize	Signed Shirt	1	\$	2,500
	Men's 2023/24 Australian Cricket Team		<u> </u>	,
12th Prize	Signed Bat	1	\$	2,500
	Men's 2023/24 Australian Cricket Team		١.	
13th Prize	Signed Bat	1	\$	2,500
14th Prize	\$2000 rebel Gift Card	1	\$	2,000
15th Prize	\$2000 rebel Gift Card	1	\$	2,000
16th Prize	\$2000 rebel Gift Card	1	\$	2,000
17th Prize	\$2000 rebel Gift Card	1	\$	2,000
18th Prize	\$2000 rebel Gift Card	1	\$	2,000
19th Prize	Brett Lee Signed Kookaburra Bat	1	\$	1,000
20th Prize	Glenn McGrath Signed Kookaburra Bat	1	\$	1,000
21st Prize	\$1000 in Good Guys Vouchers	1	\$	1,000
22nd Prize	\$1000 in Good Guys Vouchers	1	\$	1,000
23rd Prize	\$1000 in Good Guys Vouchers	1	\$	1,000
24th Prize	\$1000 in Good Guys Vouchers	1	\$	1,000
25th Prize	\$1000 in Good Guys Vouchers	1	\$	1,000
26th Prize	\$600 in Woolworths Digital Vouchers	1	\$	600
27th Prize	\$600 in Woolworths Digital Vouchers	1	\$	600
28th Prize	\$600 in Woolworths Digital Vouchers	1	\$	600
29th Prize	\$600 in Woolworths Digital Vouchers	1	\$	600
30th Prize	\$600 in Woolworths Digital Vouchers	1	\$	600
31st Prize	Apple iPad 10.2-inch 64GB Space Grey Wifi+	1	\$	549
32nd Prize	Apple iPad 10.2-inch 64GB Space Grey Wifi+	1	\$	549
33rd Prize	\$200 in Ampol Fuel Vouchers	1	\$	200
34th Prize	\$200 in Ampol Fuel Vouchers	1	\$	200
35th Prize	\$200 in Ampol Fuel Vouchers	1	\$	200
36th Prize	\$200 in Ampol Fuel Vouchers	1	\$	200
37th Prize	\$200 in Ampol Fuel Vouchers	1	\$	200

<sup>\*</sup>Vehicle RRP shown is based on vehicle description above, garaged at the postcode for Richmond, VIC (subject to change depending on the winner's location) and includes 12 months registration, 12 months compulsory third party insurance (CTP), maximum dealer delivery charge and stamp duty. Please note actual driveaway price may differ based on your delivery location, applicable statutory charges/taxes, and CTP requirements etc. in your state/territory.

Product & company names are trademarks of their respective owners.

# Prize Details - Incentives

#### Incentive One

Incentive One will be awarded to the Club who raises the highest total of funds from the period 12:00am AEDT 1st December 2023 to 11:59pm 31st December 2023. In the circumstance that more than one team has an equal highest total amount raised for the month of December, those clubs will be awarded a prize equal to the value of this incentive as chosen by the Promoter.

Prize No.	Prize Description	No. Available	Valued at
1	2023 BBL Signed Team Shirt	1	\$ 2,500
		TOTAL	\$ 2,500

#### **Incentive Two**

Incentive Two will be awarded to the Top Three (3) highest raising Clubs from the beginning of the raffle on Monday 2nd October 2023 to the close on Monday 26<sup>th</sup> February 2024. In the event of a tie for an 'Incentive Two' prize, the prize will be awarded to the Club to first reach the highest fundraising amount.

Prize No.	Prize Description	No. Available	Valued at	
	2023 Men's or Women's 2023/24 Australian Cricket			
1	Team Signed Bat	1	\$	2,500
	2023 Men's or Women's 2023/24 Australian Cricket			
2	Team Signed Shirt	1	\$	2,500
	2022 Men's or Women's 2022/23 Australian Cricket			
3	Team Signed Shirt	1	\$	2,500
		TOTAL	\$	7,500

#### **Total Prize Pool**

Up to \$241,776.50 (incl. GST), excluding Incentives One & Two.

# Prize Restrictions / Exclusions (if any)

Any winner and/or participants in a Prize event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Prize event and to expressly acknowledge that participation in a Prize event or Prize may be inherently dangerous, and that if they choose to participate, they will do so at their own risk. In particular, a reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able to participate in any of the Prize event or Prize experiences for their own or anyone's safety.

Prizes and participation in the Prizes events are subject to any conditions imposed by the supplier or organiser of the Prizes or Prize events, as applicable and are subject to any government orders, restrictions or guidelines which may differ in each state (including but not limited to COVID19 regulations). All vouchers and gift cards are subject to the conditions stipulated by the provider of the voucher or gift card including but not limited to applicable dates. Without limiting any other paragraph in these Terms and Conditions, the Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of the Prize and will not accept responsibility for the quality or fitness for any purpose of any element of the Prize, or the failure of any element of the Prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter is the minimum allowable by law.

No Prize is transferable or exchangeable, nor can it be redeemed for cash. If for any reason a winner does not take an element of the Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the Prize. The Promoter accepts no responsibility for any variation in Prize value. Where an element of a Prize is unavailable for any reason, the Promoter may substitute for that element of the Prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities, if required. Without limiting the foregoing, the Promoter may, at its absolute discretion, substitute cash for any Prize (the amount of cash being equal to the element of the Prize value specified in these Terms and Conditions).

## Notification and Publication of Winners

#### **Major Prizes**

Winners will be notified by telephone and in writing within four (4) business days of being drawn (by 8 March 2024). Prize Winners' names will be published on www.toyota.com.au/news and in The Australian before the 13th of March 2024.

#### **Incentive One**

Winners will be notified by telephone and in writing within fourteen (14) business days of the Raffle Period ending (12pm AEDT 26th February 2024).

#### **Incentive Two**

	Winners will be notified by telephone and in writing within fourteen (14) business days of the Raffle Period ending (12pm AEDT 26 <sup>th</sup> February 2024).
Prize Claim Date	Winners have twelve (12) months from the date they are notified in which to claim their prize, except if the Winner is from the ACT. In line with the ACT Gambling & Racing Commission legislation winners have 3 months to claim their Prize before the Prize is subject to a redraw. Winners are to contact <a href="mailto:issy@thegembagroup.com">issy@thegembagroup.com</a> in order to claim their prize. Once a winner claims their prize, the Promoter will provide the winner's details to Toyota who will arrange delivery of the prize.
Unclaimed Prize Arrangements	If a Prize is not claimed by the Prize Claim Date or is deemed invalid in accordance with these Terms and Conditions and the Conditions of Entry, 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 game development 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 or Northern Territory 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 funds.
	Where an entry is deemed invalid (at the Promoter's discretion and with regulatory approval when required) prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements. The draw conductor may also draw additional reserve winners in the case an invalid entry or entrant is drawn as a winner.
Additional Terms – Prizes	The stated driveaway price of the 1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> Prizes ( <b>Vehicle Prizes</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 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/territory in the state/territory the Winner elects to register that Vehicle Prize vehicle. Vehicles depicted in all promotional material are not necessarily the same colour as the Vehicle Prize vehicles. 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. Collection of vehicles is subject to availability of nominated car and may take up to 12 months until car is available for collection. Neither the Promoter nor Toyota will be responsible for any travel expense associated with a Winner's collection of the Vehicle prize. 1 <sup>st</sup> Prize value is up to \$63,673 given at the opening date of the Raffle Period and the Promoter takes no responsibility for any change in value. 3 <sup>rd</sup> Prize value is up to \$34,626 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. Toyota is not liable if changes occur with provision, delivery or use of prizes. Vehicles depicted in all promotional material are for illustration purposes and may differ from the actual Vehicle Prizes.
Additional Terms – Privacy	In addition to the privacy terms 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 opt in to Toyota marketing material upon signing up for the Raffle. 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 60 Jolimont Street, Jolimont, VIC, 3002 or sending an email to <a href="mailto:privacy@cricket.com.au">privacy@cricket.com.au</a> .

# Terms and Conditions of Entry for the Toyota Good for Cricket Raffle (ACT, NSW, QLD, SA, TAS, VIC, WA)

#### First up

- 1. These terms and the Schedule form the Conditions of Entry for this Raffle and 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 is in the Schedule is correct. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
- 2. The promoter is Cricket Australia ABN 53 006 089 130, of 60 Jolimont Street, Jolimont, VIC, 3002 ('Promoter', 'we', 'us').
- 3. RaffleTix is responsible for the reconciliation and redistribution of all funds raised in the Raffle. Contact: 07 3040 3039 or admin@raffletix.com.au.
- 4. Toyota Motor Corporation Australia Limited (**Toyota**) is our promotional partner.
- 5. All proceeds from the Raffle will be deposited into the 'RaffleTix for the Benefit of Cricket Australia' bank account (less any applicable Stripe fees). 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. Each activated, registered Club will also each receive an equal payment from the Anonymous Pool, where available.
- 6. 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

- 7. The eligibility requirements for this Raffle are set out in the Entry Restrictions.
- 8. 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.
- 9. 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.
- 10. "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 1st cousin.

#### How to enter

- To enter the Raffle, entrants must complete the steps set out in the Raffle Entry Procedure and comply with all other applicable requirements during the Raffle Period. Entries must be submitted in accordance with the Raffle Entry Procedure and will not be accepted in any other form. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements). The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Raffle. Ineligible entries will be deemed to be invalid.
- 12. Clubs are ineligible to enter this Raffle or purchase tickets directly. Clubs must not have any person enter this Raffle on the Club's behalf. If the Promoter reasonably believes that a ticket or tickets have been purchased by or on behalf of a Club, any such tickets will be invalidated and will not be entered into the prize draw.
- 13. By registering themselves and their Club to sell Raffle tickets, each Club Representative warrant that he/she/they has the permission and authority of his/her/their Club to involve the Club in the Raffle. Club Representatives are personally responsible for arranging the sale of the Raffle tickets during the Raffle Period including authorising other Club representatives to sell Raffle tickets. 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. The purchaser of a voided Raffle ticket will be refunded the \$5 ticket price by the relevant Club, to be arranged by the Club Representative.
- 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 28th February 2024).
- 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 or illegible. Purchasers must provide a valid email address and mobile phone number for ticket confirmation at the time of purchasing each Raffle ticket. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter.
- 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).
- 20. All decisions made by us regarding any aspect of the Raffle are final, and no correspondence will be entered into.
- 21. The Promoter reserves the right to disqualify all entries from any entrant who tampers with, or benefits from tampering with, the entry process or the Raffle, subject to regulatory approval. Entrants can enter the Raffle up to the Maximum Number of Entries. Each entry must individually meet the Entry Restrictions.
- 22. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Raffle or a Prize event/activity if the entrant:
  - (a) Disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Raffle; or
  - (b) Engages in conduct in relation to this Raffle, which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.

### **Prizes**

- 23. 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).
- 24. 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

- 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 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. Raffle tickets not paid for will not be included in the draw including but not limited to cash sales through Clubs where the funds have not been deposited into the Raffle Trust Account as directed by the Promoter. Cash funds directly deposited by a Club will be taken to correspond with Raffle tickets sold via cash sales by that Club in chronological order so the first \$5 received will correspond to the first cash sale made by that Club. Any entry 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.
- 26. 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

27. All claimed prizes will be distributed to Winners within 28 days of the draw, except for vehicles which may take up to 12 months to be delivered. If there are any unforeseen circumstances inhibiting the prize from being delivered to the Winner by this time, the

Promotor 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.

- 28. Winners have 12 months from the date they are notified in which to claim their Prize, except if the winner is from the ACT. In line with the ACT Gambling & Racing Commission legislation winners have 3 months to claim their Prize before the Prize is subject to a redraw. Winners must email issy@thegembagroup.com to claim their Prize.
- 29. 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.
- 30. 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.
- 31. The Promoter and Toyota accept no responsibility for the delivery date of the Prize, if takes longer than expected.

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

- 32. 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.
- By participating in this Raffle, each Participant agrees, and each individual who registers as a Club Representatives on the Website agrees, that the Promoter 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 <a href="www.cricket.com.au/privacy">www.cricket.com.au/privacy</a> or by emailing <a href="privacy@cricket.com.au/privacy">privacy@cricket.com.au/privacy</a> or by emailing <a href="privacy@cricket.com.au/privacy">privacy@cricket.com.au/privacy</a> or by emailing <a href="privacy">privacy@cricket.com.au/privacy</a> or by emailing <a href="privacy or by emailing privacy@cricket.com.au/privacy">privacy@cricket.com.au/privacy</a> or by emailing <a href="privacy or by emailing privacy@cricket.com.au/privacy">privacy@cricket.com.au/privacy</a> or by emailing <a href="privacy or by emailing privacy@cricket.com.au/privacy">privacy@cricket.com.au/privacy</a> or by emailing <a href="privacy or by emailing privacy@cricket.com.au/privacy">privacy@cricket.com.au/privacy</a> or by emailing <a href="privacy or by emailing privacy@cricket.com.au/privacy">privacy@cricket.com.au/privacy</a> or by emailing <a href="privacy">privacy@cricket.com.au/privacy</a> or by emailing <a href="privacy">privacy@cricket.com.au/privacy</
- The Promoter may provide Toyota with the personal information of an entrant for the purpose of arranging for a prize to be provided to a prize winner. Toyota may disclose the information for this purpose to its related bodies corporate and contractors, and to Toyota dealers. Some of Toyota's related bodies corporate and contractors to whom the entrant's personal information may be disclosed are located overseas, including in Japan, the United States, the United Kingdom and Sweden, and as a result the entrant's personal information may be disclosed overseas. Toyota 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 by the Toyota, they should contact Toyota by telephoning 1800 TOYOTA (1800 869 682) or emailing customerexperience@toyota.com.au. A copy of Toyota's privacy policy can be viewed at www.toyota.com.au/privacy. The privacy policy contains information about how entrants can gain access to or seek correction of personal information that Toyota holds about them. It also contains information about how entrants can make a privacy complaint and how Toyota will deal with it.
- 35. 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.
- 36. The Club Representative and each Participant 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.
- 37. Any requests to access, update or correct any information should be directed to the Promoter.

#### General stuff (boring but important)

- 38. 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.
- 39. 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).

- 40. To the maximum extent permitted by law, the Promoter and Toyota, their respective officers, employees and agents will not be liable for any loss or damage whatsoever (including direct, indirect or consequential loss) or personal injury suffered or sustained in connection with the prizes or this Raffle, including loss arising if a Prize or any part of a Prize is unavailable for any reason. Any liability which cannot be excluded by law is limited to the minimum allowable by law. We accept no responsibility for any tax liabilities that may arise from winning a prize. The Promoter, Toyota and Plexus 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.
- 41. These Terms and Conditions of Entry are governed by the laws of Australia.