

# Richmond Round 13 Match Day Raffle vs Port Adelaide Terms and Conditions 2022

# 1 Raffle Name

Richmond Round 13 Match Day Raffle vs Port Adelaide ("Raffle")

#### 2 Promoter

The Raffle will be conducted and promoted by Richmond Football Club (ABN 25 679 793 340) of Swinburne Centre, Punt Rd, Richmond VIC 3121 ("**Club**" or "**Promoter**"). The Club is a not-for-profit organisation.

RaffleTix Holdings Pty Ltd (ABN: 24 623 531 340) of Level 2, 40 Edward Street, Brisbane QLD 4000, Australia ("**RaffleTix**") will be running the Raffle on the Club's behalf by providing the digital raffle software platform and the raffle tickets ("**Raffle Tickets**").

#### 3 Terms & Conditions

Entry into the Raffle constitutes acknowledgement and acceptance of these terms and conditions (**Terms & Conditions**) by entrants ("**Participants**"). Information on how to enter, advertising material and prize information published by the Promoter form part of these Terms & Conditions.

#### 4 Permit Numbers

N/A

#### 5 Raffle Period

The Raffle starts at 9am AEST on 8 June 2022 ("**Commencement Date**"). The Raffle closes at 11:59pm AEST on 14 June 2022 or prior to that date if all Raffle Tickets are sold ("**Raffle Period**"). No entries will be accepted after this time.

#### 6 Raffle Website

Access to entry into the Raffle and all payment and other details associated with the Raffle will be accessible from <u>https://www.raffletix.com.au/?ref=dm26w</u> ("**Raffle Website**")



# 7 Maximum Number of Tickets

A maximum number of 1,800 Raffle Tickets are offered for sale in the Raffle during the Raffle Period.

The price per ticket: \$5.00

## 8 Maximum Number of Entries

There is no maximum number of entries for each Participant. Participants may purchase as many Raffle Tickets as they like during the Raffle Period (ie when Raffle Tickets are available and have not been exhausted).

### 9 Entry Restrictions

Entry is open to residents of VIC & NSW aged 18 years or older at the Commencement Date.

The following persons and entities are not eligible to enter the Raffle:

- directors, employees or contactors of the Promoter or the Promoter's related entities;
- immediate family members of any director, employee or contractor of the Promoter or the Promoter's related entities; or
- any of the Promoter's agents (including RaffleTix) directly involved in the organisation of the Raffle (as determined by the Promoter).

For the purposes of this clause 9, "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.

# 10 Verification Requirements

The Promoter reserves the right, at any time, to verify the validity of entries. The Promoter reserves the right to verify identity particulars (including but not limited to the Participant's identity, age, place of residence . Proof of identification, age, residency and entry considered suitable for verification is at the discretion of the Promoter.

#### 11 Prizes and Total Prize Pool

There is one (1) prize in total ("**Prize**"). A details of the Prize and its individual value along with information on, and any additional terms and conditions applicable to, each Prize is contained in the Schedule. The Prize value is accurate as at the Commencement Date.

The total maximum value of the Prize pool is \$1,500 (incl. GST). Prizes are 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.



# 12 Draw Details

The draw will take place at 10am AEST on 15 June 2022 ("Draw Date") at:

Richmond Football Club Swinburne Centre, Punt Road Richmond, VIC 3121

The draw will be conducted electronically using Raffletix's digital raffle platform to randomly select each winner.

The draw will be conducted in accordance with the applicable laws and regulations of the relevant States.

# 13 Notification and Publication of Winners

The winners of the Prize ("**Prize Winner**") will be notified by telephone and in writing within four (4) business days of the Draw Date.

The Prize Winner's name will be published on the Raffle Website.

#### 14 Prize Claim Date

The Winner has three (3) months from the date they are notified in which to claim their Prize ("**Relevant Prize Claim Date**"). The Winner is to contact the Promoter in order to claim their Prize.

The Winner is responsible for the use of the Prize, including complying with all relevant laws and any applicable terms and conditions of use.

#### 15 Unclaimed Prize Arrangements

If a Prize is not claimed by the Relevant Prize Claim Date or is deemed invalid in accordance with these Terms and Conditions, the Promoter reserves the right (subject to applicable regulations and any regulatory approval) to sell that Prize. Proceeds from such sale will be paid to the Promoter to be used for not-for-profit purposes.

#### 16 Additional costs

Any and all ancillary costs, fees, charges or expenses associated with the Prizes or using the Prizes, which are not specified (including but not limited to flights, transfers, accommodation to and from any venues) are the sole responsibility of the Prize Winner(s).

Prize Winner(s) are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to the acceptance of their prize. The Promoter takes no responsibility for any tax implications.



# 17 Breach of Terms & Conditions

The Promoter reserves the right in its sole discretion to disqualify any entrant who it has reason to believe has breached any of these Terms & Conditions, or engaged in any unlawful or other improper misconduct that may jeopardise the fair and proper conduct of the Raffle. The Promoter's legal rights to recover damages or other compensation from any offender(s) are reserved. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

# 18 Limitation of liability

To the full extent permitted by law, the Promoter, the Promoter's officers, employees and agents, the Promoter's related companies and all those entities' personnel exclude all liability for any loss (including any damage, claim, injury, cost or expense, including loss of opportunity) which is suffered or incurred by any individual in connection with the Promotion or prizes, including but not limited to: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (e) any tax liability incurred by the Prize Winner or Participant; (f) any prize(s); (g) any direct, indirect, economic or consequential loss; (h) any loss arising from negligence; and/or (i) any liability for personal injury or death.

Nothing in these Terms & Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia.

# 19 Force Majeure

In the event:

- of reasonably unforeseen circumstances, events beyond the reasonable control of the Promoter or war, terrorism, state of emergency, natural disaster, epidemic, pandemic, public health emergencies or change to legislation, regulations or directives from government or governmental agencies; and
- that this Promotion is not capable of being conducted as reasonably anticipated;

the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel this Promotion as appropriate.



# 20 Additional Terms – Privacy

Participants provide their personal information to RaffleTix via the Raffle Website to purchase the Raffle Tickets in the Raffle. This personal information is used by RaffleTix to process the order and issue the Raffle Tickets. RaffleTix will then disclose such information to the Club for the purposes of operating the Raffle. The RaffleTix privacy policy is available at <u>https://www.raffletix.com.au/privacy</u>

The Club is committed to protecting the privacy of Participants' personal information. The Club will only use the personal information provided by Participants for the purposes of : (1) operating and promoting the Raffle (2) managing any future interactions the Participants have with the Club related to the purchase of the Raffle Tickets; and (3) communicating with Participants about future football matches and offers including keeping Participants informed about Club news events, special offers, promotions or newsletters (**Purposes**) unless Participants opt out of receiving such communications by either (a) unsubscribing from the emailed communications by clicking on the unsubscribe link; or (b) contacting a Club representative on <u>membership@richmondfc.com.au</u>.

The Club may disclose such information to its related entities and contractors for those Purposes, unless the Promoter is otherwise advised. The Prize Winners' personal information may be disclosed to State and Territory lottery departments as required by law.

If the Participants do not provide the requested personal information, then this may prevent the Club from processing, and communicating with Participants about, the order of online Raffle Tickets.

The Promoter's Privacy Policy, available at www.richmondfc.com.au, contains further details regarding how Participants can access or correct information the Club holds about them, how the Club can make a privacy related complaint, how that complaint will be dealt with and the extent to which such personal information may be disclosed to overseas recipients.



# **Schedule - Prizes**

| 1 <sup>st</sup> – Ultimate 3121 Weekend   | \$1,500 |
|---|---------|
| 2 nights accommodation for 2 at the Lanbruk.  |         |
| <ul><li>\$250 Australian Venue Co. voucher (voucher can be used at over 40 locations in Victoria).</li><li>2 tickets into our Club XIII area for a selected game* during the 2022 season.</li></ul> |         |
| *Please note. Richmond FC will be in contact about available games.   |         |