

Wurundjeri Country
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NETBALL VICTORIA PEUGEOT RAFFLE 2025 Raffle Permit No. 10227/25 | Declaration No. 63505

- 1. The following terms and conditions (**Terms and Conditions**) apply to the Netball Victoria PEUGEOT Raffle 2025 (**Raffle**) conducted by the Victorian Netball Association Inc. of State Netball Centre, 10 Brens Dr, Parkville VIC 3052 (ABN 83 704 752 745) (**NV**). To contact NV regarding these Terms and Conditions, please call (03) 9321 2222.
- 2. Information on how to enter the Raffle forms part of these Terms and Conditions.
- 3. Purchase of a Raffle ticket is deemed acceptance of these Terms and Conditions by the person whose name is either completed on the ticket. Where a Raffle ticket is purchased as a gift for and/or on behalf of another person (gift recipient), the purchaser of the ticket is deemed to be acting as an agent for the gift recipient and the gift recipient will be deemed to have accepted these Terms and Conditions.
- 4. These Terms and Conditions apply to all entries into and/or Prizes in the Raffle.
- 5. All proceeds from the Raffle will be used to further the objects of NV.

WHO CAN ENTER?

- 6. Entry is open to all permanent residents of Victoria, aged 18 years of age or older as at 11 June 2025.
- 7. The following people are ineligible to purchase raffle tickets:
 - (a) employees, directors or officers of NV,
 - (b) employees and contractors of RaffleTix Holding Pty Ltd (ABN 24 623 531 340) (**Raffle Tix**), or any companies or agencies associated with this Raffle, including NV, and any other person directly engaged in managing the Raffle or conducting the Raffle; and
 - (c) the immediate family members of any of the above.

Immediate family member includes a spouse or former spouse, de facto partner or former de facto partner, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, or stepsibling, whether or not they live in the same household.

HOW TO ENTER

- 8. Raffle ticket sales will commence on Wednesday 11 June 2025 at 12:00pm (AEST) and conclude on Wednesday 13 August 2025 at 7.00pm (AEST) (**Promotion Period**), unless sold out prior.
- 9. The Raffle will be conducted as follows:
 - (a) 2,500 tickets will be available for sale. Each individual ticket costs \$25, two tickets may be purchased for \$40, three tickets may be purchased for \$65 or four tickets may be purchased for \$85.
 - (b) To enter, an individual who is eligible and wishes to enter the Raffle (**Eligible Entrant**) must, during the Promotion Period:

- (i) purchase a raffle ticket/s online via https://www.raffletix.com.au/nvpathwayraffle2025 and
- (ii) complete all required actions of purchasing a Raffle ticket including providing their contact details (first name, last name, residential address, valid email address and mobile phone number) in the section provided, agreeing to these Terms and Conditions in the manner indicated on the registration form; and paying the relevant amount commensurate with the number of tickets purchased (**Registration Process**),

following which they become an **Entrant**.

- 10. NV (through Raffle Tix, the online raffle platform by which the raffle will be conducted) will issue an e-ticket, for each ticket purchased, which may be printed by the Entrant, together with the ticket receipt. No paper tickets will be issued.
- 11. No late entries will be accepted. Incomplete or incomprehensible entries will, at the sole and absolute discretion of NV, invalidate entry into the Raffle.
- 12. Entrants are not restricted or limited to the number of Raffle tickets which may be purchased during the Promotion Period, subject to the total number of tickets in clause 9(a).
- 13. NV reserves the right, at any time, in its sole discretion, to:
 - (a) verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence); and/or
 - (b) disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Raffle. NV's legal rights to recover damages or other compensation from such an offender are reserved.
- 14. The Entrant must ensure the Registration Process is completed during the Promotion Period.
- 15. NV takes no responsibility for lost, late or misdirected entries.
- 16. NV prohibits entries that violate the rights of others or are unlawful, defamatory or obscene. NV reserves the authority to reject entries which violate these standards. Further, NV reserves the right to delete entries which NV considers are offensive, defamatory or otherwise inappropriate.
- 17. Failure by NV to enforce any of its rights outlined in these Terms and Conditions (and specifically in this "How to Enter" section) at any stage does not constitute a waiver of those rights.

PRIZE

- 18. There will only be one winner of the prize (**Winner**).
- 19. The prize is a new MY25 PEUGEOT 3008 HYBRID GT Premium (**Prize**). The total Prize value is \$70,795 including GST. The Prize value is the recommended retail value (including on road costs, registration, stamp duty, a full tank of fuel and compulsory third party (**CTP**) insurance) as provided by the supplier and is correct at time of publishing. The Winner will not be charged a delivery or administrative fee.

- 20. The Prize will be available for collection by the Winner from a location determined by Inchcape Australia Limited (**PEUGEOT**) within 28 days of the Winner being drawn. The Winner is solely responsible for any costs or travel expenses incurred by the Winner when collecting the Prize.
- 21. NV accepts no responsibility for any variation in the value of any part of the Prize.
- 22. The Prize cannot be transferred or redeemed for cash.
- 23. If any part of the Prize is unavailable, for whatever reason, NV, in its discretion, reserves the right to substitute the Prize or any part of the Prize for a Prize of equal value and/or specification. To the extent permitted by law:
 - (a) NV makes no representations or warranties as to the suitability of the Prize; and
 - (b) no compensation will be payable if, for any reason, a Winner is unable to use the Prize as stated.
- 24. Title and risk in the Prize shall pass to the Winner on collection of the prize by the Winner.
- 25. The Winner is responsible for taking all necessary steps to transfer title in, and registration of, the Prize into their (or another person's) name, including, but not limited to, providing all necessary information and completing the necessary paperwork. Receipt of the Prize is subject to the Winner being able to lawfully take possession of the Prize and comply with all registration and compulsory third-party insurance requirements. The colour of the car is at the sole discretion of PEUGEOT. Any alterations, changes or revisions to the specifications of the Prize may only be executed after delivery of the vehicle and the Winner shall bear any associated costs.
- 26. All taxes (excluding GST) which may be payable as a consequence of receiving the Prize are the sole responsibility of the Winner. The Winner may wish to seek independent financial advice as to any tax implications arising as a result of accepting the Prize. Any ancillary costs, including but not limited to insurance (excluding CTP insurance), applicable licences, optional extras and accessories, fuel and personal costs, collection and any and all other expenses are the responsibility of the Winner.

SELECTION OF WINNER

- 27. The winner of the Raffle (**Winner**) will be chosen at random by electronic draw, which will take place on Wednesday 13 August at 8:00pm (AEST), via the Raffle Tix website on the night of the Victorian Netball League Grand Final. Entrants need not be present to win.
- 28. The first valid entry drawn will win the Prize as described above.
- 29. NV will notify the Winner by phone or in writing (via email, mail or SMS) within three business days of the Winner being drawn, and the Winner's details will be published on the Raffle website and NV website https://vic.netball.com.au, NV Facebook page and NV Instagram page within three business days of the draw.
- 30. NV reserves the right to request the Winner to submit their ticket receipt as proof of identity and purchase, produce proof of age or proof of residency. Proof of identification and entry considered suitable for verification is at the discretion of NV.
- 31. NV will not enter into any correspondence regarding the Raffle result.
- 32. NV may in its absolute discretion deem the Winner's entry invalid subsequently to the Winner being notified or their name being announced if it is discovered that the Winner did not comply with these

Terms and Conditions. In those circumstances, the Raffle may be re-drawn and another Entrant will be selected and deemed the Winner in place of the disqualified Winner. NV's decision is final and NV will not enter into correspondence regarding the result.

- 33. Once the Winner has been confirmed, NV will contact the Winner to arrange for delivery or collection of the Prize (as determined by PEUGEOT or NV).
- 34. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the requirements of the supplier of the Prize.
- 35. Entrants consent to NV using the Entrant's name, likeness, image, voice and/or entry in the event they are a winner including photograph, film and/or recording of the same in any media for an unlimited period without remuneration for the purpose of promoting the Raffle or NV, including any outcome, and promoting any products or materials manufactured, distributed and/or supplied by NV or the supplier of the Prize and any related use by NV.
- 36. It is a condition of accepting the Prize that the Winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the Winner grants NV a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with NV at all times.

UNCLAIMED PRIZE

37. If the Winner does not respond within 12 months of being notified that they have won the raffle, that Winner is not readily identified and reasonable efforts have been made by NV to identify the Winner and were unsuccessful, the Winner will automatically forfeit their Prize and NV must sell or dispose of the Prize and pay the proceeds (less reasonable costs for sale or disposal) to the Victorian Treasurer, for payments into the Victorian Consolidated Fund.

GENERAL

- 38. NV is a registered community or charitable organisation for the purposes of conducting the Raffle (organisational number 63505). Proceeds of the Raffle are to be applied to promoting NV's purposes or objects.
- 39. If this Raffle is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of NV, NV reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - (a) to disqualify any Entrant; or
 - (b) to modify, suspend, terminate or cancel the Raffle, as appropriate.
- 40. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders NV's ability to proceed with the Raffle within the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, NV may in its absolute discretion cancel or vary the Raffle and recommence it from the start on the same conditions, subject to any relevant legislation.

41. As a condition of accepting the Prize, the Winner may be required to sign legal documentation as and in the form required by NV in its absolute discretion, including but not limited to a legal release and indemnity form.

LIABILITY AND RELEASE

- 42. Except for any liability that cannot be excluded by law, NV and its related entities exclude all liability (including liability in negligence) for any claim, personal injury, death, loss or damage (including loss of opportunity), cost or expense that may be suffered, incurred or sustained by an Entrant or the Winner, whether direct, indirect, special or consequential, arising in any way out of the Raffle, including, but not limited to, arising out of the following:
 - (a) any technical difficulties or equipment malfunction (whether or not under NV'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 its receipt by NV) due to any reason beyond the reasonable control of NV;
 - (d) any variation in Prize or value to that stated in these Terms and Conditions of entry;
 - (e) participating in the Raffle; and/or
 - (f) redemption and use by the Winner of the Prize.
- 43. All Entrants, including the Winner provide a release and indemnity to NV and each of their officials, servants, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by NV or their officials, servants, representatives, agents and sponsors (and any of their respective representatives) arising out of any act, matter or thing done, permitted or omitted to be done by an Entrant including the Winner in relation to the Raffle or the Prize.
- 44. NV and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) take no responsibility for defective prizes or prizes damaged or lost in transit, or late, lost or misdirected mail.
- 45. The release and indemnity in clauses 42 and 43 (each a **Relevant Commitment**) is given by each Entrant (including the Winner) in favour of NV. It is acknowledged that:
 - (a) the Relevant Commitment is given by each Entrant and the Winner for the benefit of NV with the intention that it is entitled to rely on and enforce the Relevant Commitment; and
 - (b) the benefit of the Relevant Commitment is held by NV on its own behalf.

PERSONAL INFORMATION

46. Personal information will be collected from each Entrant. Entrants' personal information will be collected by NV for the purpose of conducting and promoting this Raffle (including for the purpose of identifying and notifying the Winner). Without limiting the foregoing, NV may disclose Entrants' personal information to other parties assisting in the administration of the Raffle including to NV's related entities, prize suppliers, external service providers and authorities that regulate this Raffle. By accepting the Terms and Conditions, Entrants consent to NV, its related entities and business partners (as applicable) using the Entrant's personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any or all of them. NV will handle Entrants' personal information in accordance with NV's Privacy Policy which is

- available at https://netball.com.au/privacy-policy Entrants may request access to or correction of their personal information by writing to NV's Privacy Officer c/- info@netballvic.com.au.
- 47. These Terms and Conditions are governed by the laws of the State of Victoria, Australia and each Entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.