



# Queensland Country Women's Association Coolum Gold Raffle Terms and Conditions

## 1 Raffle Name

QCWA Coolum Gold Raffle (the "**Raffle**")

## 2 Promoter

The QCWA Coolum Gold Raffle will be conducted by The Queensland Country Women's Association (QCWA), ABN: 22 621 683 521, of 11 Cleveland Street, Stones Corner QLD 4120 (the "**Promoter**"). The benefiting organisation is The Queensland Country Women's Association, a not for profit organisation.

## 3 Permit Numbers

Authorised under NSW Permit: GOCAU/2466, QLD Permit: 230289, ACT Permit: ACT R22/00161, VIC Permit: 10411/22

## 4 Relevant State(s)

New South Wales (NSW), Queensland (QLD), Australian Capital Territory (ACT), Victoria (VIC) Northern Territory (NT), Tasmania (TAS).

**Note:** Due to government regulations, South Australian (SA) and Western Australian (WA) residents are not permitted to purchase tickets in the raffle and are not eligible for any prizes.

## 5 Raffle Period

The Raffle starts at 9am AEST on Thursday, 25 August 2022.

The Raffle closes at 12pm AEST on Friday, 16 December 2022 or as extended by the Promoter with relevant regulatory approvals, but in any case the Raffle will close at any earlier time when all tickets have been sold.

No entries will be accepted after the closing of the Raffle.



## 6 Raffle Website

The Raffle Website will be accessible from <https://www.raffletix.com.au/qcwacoolumgold>

## 7 Maximum Number of Tickets

270,000 tickets available for purchase at \$25.00 each.

## 8 Maximum Number of Entries

No maximum applies. Participants may purchase as many tickets as they like while the Raffle remains open and tickets are available.

## 9 Entry Restrictions

Entry is open to residents of New South Wales (NSW), Queensland (QLD), Australian Capital Territory (ACT), Victoria (VIC), Northern Territory (NT) and Tasmania (TAS), 18 years or older at the commencement of the Raffle.

Tickets can only be purchased by individuals.

The following persons are ineligible to enter the Raffle:

- Any individual involved in the management or organisation of the Raffle or the draw.
- Members of the State Executive Board of QCWA and employees of QCWA.
- Directors, management, committee members and employees of contracted service providers, including RaffleTix.
- An immediate family member (i.e. a spouse, de facto spouse or family member residing at the same premises) of any of the above.
- Residents of any place outside New South Wales (NSW), Queensland (QLD), Victoria (VIC), Australian Capital Territory (ACT), Northern Territory (NT) and Tasmania (TAS).
- Corporate entities.

If it is discovered that any of those ineligible persons has purchased a ticket, the cost of purchasing the ticket will not be refunded. If it is discovered that an ineligible person is drawn as the winner of a prize, that person must at their own cost return the prize to the Promoter so that the prize can be redrawn.

## 10 Verification Requirements

If requested by the Promoter, a person drawn as the winner of a prize must produce proof of age and residency prior to being awarded a prize. If they do not do this promptly to the reasonable satisfaction of the Promoter, the Promoter may redraw the prize subject to the relevant regulatory approvals, in which case that person forfeits any right to claim the prize.



## 11 Draw Details

Draw will take place at 5.00pm AEST on Monday, 19 December 2022 at 270 Kelvin Grove Road, Kelvin Grove QLD 4059.

However, if the closing date for the Raffle is extended, the draw will also be rescheduled. If relevant, any extension of the closing date and rescheduling of the draw will be notified on the Raffle Website.

The draw will take place in accordance with State Government regulations. The draw will be conducted by the Promoter.

Draw method: Raffle tickets will be drawn at random from a barrel. First prize will be drawn first followed by all other prizes in descending order.

## 12 Prize Details

### **First Prize:**

Apartment 6, 17 First Avenue, Coolum, Sunshine Coast QLD 4573. Valued at \$1,347,500

Including a package of furniture, appliances and plumbing ware. Valued at \$40,000

1 Year Body Corporate Levies and Council Rates. Valued at up to \$12,500

Total Prize Value: \$1,400,000

*Note: The apartment is still under construction as at the commencement of the Raffle. If construction has not been completed by the time the Raffle is due to close or be drawn, this may necessitate the Promoter extending the closing date or drawing for the Raffle, or the Promoter may substitute the prize under the conditions below.*

*See the conditions below relating to the First Prize and Second Prize, which include conditions regarding the 1 Year Body Corporate Levies and Council Rates.*

### **Second Prize:**

Apartment 4, 17 First Avenue, Coolum, Sunshine Coast QLD 4573. Valued at \$1,277,500

Including a package of furniture, appliances and plumbing ware. Valued at \$40,000

1 Year Body Corporate Levies and Council Rates. Valued at up to \$12,500

Total Prize Value: \$1,330,000

*Note: The apartment is still under construction as at the commencement of the Raffle. If construction has not been completed by the time the Raffle is due to close or be drawn, this may necessitate the Promoter extending the closing date or drawing for the Raffle, or the Promoter may substitute the prize under the conditions below.*

*See the conditions below relating to the First Prize and Second Prize, which include conditions regarding the 1 Year Body Corporate Levies and Council Rates.*



### Third Prize:

Artworks by Beverley Tainton – Voucher

Total Prize Value: \$15,000

### Fourth Prize:

Pearls by Panda Pearls Australia – Single Strand South Sea cultured pearl necklace.

Total Prize Value: \$10,000

Prize values are accurate as at the commencement date for the Raffle.

All costs, fees, charges or expenses associated with any prize, which are not specified as included in that prize, are the responsibility of the winner of that prize.

Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a 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.

Any photographs, floor plans or other depictions relating to a prize are for illustrative purposes only and are not binding on the Promoter except to the extent that legislation requires otherwise. The same applies to any description of a prize or other information about a prize (other than the descriptions and information in these Terms and Conditions).

Except to the extent that legislation requires otherwise, the winner must accept a prize in an as is, where is condition. If a prize is a voucher, there may be terms and conditions on the voucher (which may include an expiry date) and those terms and conditions are binding on the winner of that prize.

The following specific conditions apply regarding each of the apartments constituting the First Prize and the Second Prize:

- (a) The period of 1 year from which the Promoter will pay Body Corporate Levies and Council Rates runs from the date of the prize draw. If there has to be a redraw of the prize, the period of 1 year runs from the date of the original draw. This is subject to conditions (b) and (c) below.  
Please note:
  - **Body Corporate Levies** means regular administrative fund and sinking fund contributions on the apartment and includes any contribution to the body corporate's building insurance, but does not include any special levies.
  - **Council Rates** means rates and charges levied by the local government against the apartment as well as water and sewerage access charges imposed by the local government's water service provider against the apartment, but does not include any new charges not existing as at the start of the Raffle or water consumption charges.
- (b) The Promoter will only pay Body Corporate Levies and Council Rates while the winner of the apartment still owns it. This part of the prize is not transferable, and will cease, if the winner sells or transfers ownership of the apartment.
- (c) To become entitled to have the Promoter pay a bill for Body Corporate Levies or Council Rates, the winner must promptly pass the bill on to the Promoter. If a bill is not passed on promptly,



the Promoter is not required to pay the bill or, if paying the bill, is entitled to pay the amount of the bill reduced by any discount that would have been available had the bill been paid on time.

- (d) The Promoter will pay the cost of transfer duty (stamp duty) and title transfer registration fees to transfer the apartment to its winner. However, if any additional foreign acquirer duty (AFAD) applies to the transfer of the prize, the winner is responsible for the AFAD.
- (e) The winner is not entitled to nominate or require that the title to the apartment go into the name of anyone other than the winner.
- (f) From 14 days after the drawing of the prize or from any earlier transfer of the title to the apartment:
  - the winner is responsible for all costs, taxes (including any land tax), levies and outgoings on the apartment;
  - the winner bears the risk of any loss, theft or damage relating to the inclusions with the apartment that are not part of the apartment itself (e.g. included furniture and appliances) and should take out insurance over those inclusions;
  - the winner is responsible for the maintenance and security of the apartment and inclusions;
  - the winner is responsible for connecting utilities and all utility charges.
- (g) Except to the extent that legislation requires otherwise, the winner must accept the apartment and the other inclusions in the prize in an as is, where is condition.
- (h) The apartment will come with obligations and restrictions under the body corporate laws and the by-laws for the complex, and which may also come from easements, development conditions or restrictive covenants. The winner must accept the apartment subject to those obligations and restrictions.
- (i) The winner must:
  - provide all necessary information and assistance reasonably required by the Promoter to enable the transfer of title to the apartment into the name of the winner, including by assisting the Promoter to understand (and if relevant, claim) any concession or exemption from transfer duty that might be available; and
  - sign any paperwork reasonably required by the Promoter to achieve the transfer of title or give effect to these conditions.
- (j) If the winner breaches condition (i), the winner and not the Promoter is responsible for any interest, penalties, fines and holding costs incurred as a result of the breach.
- (k) If the winner is required to hold an approval through the Foreign Investment Review Board to acquire the apartment, the Promoter will not transfer the apartment to the winner until that approval is produced, and the winner must (at the winner's cost) promptly apply for the approval and obtain the approval within a reasonable time. If the approval is refused or is not produced within a reasonable time, the winner will forfeit the prize and the Promoter will draw a new winner (subject to any legislative requirements and the conditions of any permit for the Raffle).



## 13 Total Prize Pool

\$2,755,000 (incl. GST).

## 14 Notification and Publication of Winners

Winners will be notified by telephone and email within 3 business days of being drawn, by 22 December 2022. Winners' names will be published on the Raffle Website and the QCWA website and Facebook page.

## 15 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 ACT.

If the winner resides in the ACT and they do not claim their prize by 5pm (AEST) on Thursday, 19 January 2023 a redraw will be held in the same manner as the original draw at 12pm (AEST) on Monday, 23 January 2023, at 11 Cleveland Street, Stones Corner, QLD 4120. If the redraw winner does not claim their Prize within 12 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.

Winners are to contact [secretary@qcwa.org.au](mailto:secretary@qcwa.org.au) in order to claim their prize.

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.

## 16 Unclaimed Prize Arrangements

If a Prize is not claimed by the Prize Claim Date or is deemed invalid in accordance with the Entry Restrictions, 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 purposes.

## 17 Additional Terms – Privacy

The Promoter and its authorised marketing partners reserve the right to send marketing communications to any entrant that opts-in to receive communications from the Promoter and its authorised marketing partners. 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 [secretary@qcwa.org.au](mailto:secretary@qcwa.org.au). The Promoter and its authorised marketing partners may continue to send communications to the entrant for an indefinite period unless and until advised otherwise by the entrant.