



## Gloucester Chamber of Commerce and Industry Inc NYE 2023 TERMS & CONDITIONS

This Raffle is run by Gloucester Chamber of Commerce and Industry Inc PO BOX111, GLOUCESTER, (ABN 85 990 435 483). To contact Gloucester Chamber, please email [gloucesterchamber@hotmail.com](mailto:gloucesterchamber@hotmail.com)

- Information on how to enter forms part of the terms and conditions of entry.
- Purchase of a raffle ticket is deemed acceptance of these Terms and Conditions.
- All proceeds from the raffle tickets are used to fund the community initiatives as planned by Gloucester Chamber of Commerce and Industry Inc, this includes the costs associated with this raffle and specifically the Chamber's annual New Years Eve Event.

### WHO CAN ENTER?

- Entry is open to all permanent residents of NSW over the age of 18. That are of an age that are able to obtain their full unrestricted driver's license and register the car in their name can enter.
- Members of the association and organizing committee associated with this raffle, and their immediate families, are ineligible to purchase raffle tickets. **Immediate families** means a person's spouse and family members residing at the same premises as the person associated as per the above.

### HOW TO ENTER

- Raffle ticket sales will commence on Saturday 1<sup>st</sup> of July 2023 at 9:00am (AEST) and conclude on Sunday 31st of December 2023 at 9.00PM (AEST) ("**Promotion Period**").
- To enter, entrants must, during the Promotion Period:
  - purchase a raffle ticket/s as per the entry and purchase options (online)
  - provide their contact details (first name, last name, full address, valid email address and mobile phone number) in the section provided.

No late entries will be accepted. Incomplete or incomprehensible entries will be ineligible.

- Entrants are not restricted or limited to the number of raffle tickets which may be purchased during the Promotion Period.
- Total of 7,000 tickets for this raffle.
- Gloucester Chamber of Commerce and Industry Inc reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions, or who tampers with the entry process. Failure by Gloucester Chamber of Commerce and Industry Inc to enforce any of its rights at any stage does not constitute a waiver of these rights.

## PRIZES

- **1<sup>st</sup> Prize** is a new 2023 KIA Seltos Sport Plus, valued at \$40,000.00. Prize value is the recommended retail value as provided by the supplier MidCoast Automotive Group and is correct at time of publishing.

1<sup>st</sup> Prize includes on-road costs (stamp duty, 12 months registration, compulsory third party insurance and dealer delivery charges), but does not include comprehensive motor vehicle insurance. Gloucester Chamber of Commerce and Industry Inc strongly recommends that vehicle insurance is purchased by the winner before the winner takes possession of the vehicle. All optional extras and accessories, and any other insurance not stated, fuel, personal costs and all other ancillary or related costs are not included. These costs include travel to pick up the vehicle from the Dealership in Taree, NSW.

Risk of loss or damage to the vehicle passes to the winner upon delivery.

Prize must be claimed within 3 months of announcement

- **2<sup>nd</sup> Prize** is a Holiday Package, valued at \$10,000.00. Prize value is the recommended retail value as provided by the supplier Gloucester Travel and is correct at time of publishing.
- Prize must be claimed within 3 months of announcement
- **3<sup>rd</sup> Prize** is a Home Furniture and Décor Package, valued at \$5,000.00. Prize value is the recommended retail value as provided by the supplier Gloucester Furniture Zone and Flooring and is correct at

time of publishing.

- Prize must be claimed within 3 months of announcement
- The winner is responsible for making suitable arrangements to claim their prize, including providing all necessary information and completing the necessary paperwork to transfer title and or registration of the vehicle and/or goods.
- Prizes cannot be transferred or redeemed for cash.
- If a prize is not available for any reason, Gloucester Chamber of Commerce reserves the right to substitute the prize with another item of equal or greater value if the winner agrees in writing and subject to any approvals from regulatory authorities.

## **SELECTION OF WINNER**

The winner will be chosen at random by draw, which will take place on Sunday December 31<sup>st</sup> 2023, at 9:20PM (AEST), at the NEW YEARS EVE GLOUCESTER event, Gloucester Recreation Centre, Boundary Road, Gloucester NSW 2422. Entrants need **not** be present to win.

- The first valid entry drawn will win the 1<sup>st</sup> prize as described above in **'PRIZES'**
- The second valid entry drawn will win the 2<sup>nd</sup> prize as described above in **'PRIZES'**
- The third valid entry drawn will win the 3<sup>rd</sup> and final prize as described above in **'PRIZES'**
- The winner will be notified by phone and in writing (i.e. email) within 2 days of the winner being drawn, and the winner's details will be published on the New Years Eve Gloucester website from 1<sup>st</sup> of January 2024.
- Proof of identification and entry considered suitable for verification is at the discretion of Gloucester Chamber of Commerce and Industry Inc.
- Gloucester Chamber of Commerce and Industry Inc. will not enter into any correspondence regarding the competition result.

## STANDARD TERMS

- Nothing in these terms and conditions limits, excludes, modifies or purports limit, exclude or modify Gloucester Chamber of Commerce & Industry's liability in relation to the consumer guarantees under the Australian Consumer Law (**NonExcludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Gloucester Chamber of Commerce & Industry (including its respective officers, volunteers and agents) excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the raffle including:
  1. any technical difficulties or equipment malfunction (whether or not under Gloucester Chamber of Commerce & Industry control);
  2. any theft, unauthorised access or third party interference;any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Gloucester Chamber of Commerce & Industry) due to any reason beyond the reasonable control of Gloucester Chamber of Commerce & Industry's.
  1. any variation in prize value to that stated in these terms and conditions.
  2. any tax liability incurred by the winner or entrant; or use of the prizes.
  3. To the extent permitted by law (including the Australian Consumer Law), if for any reason the raffle is not capable of running as planned, including (but not limited to) tampering or any other causes beyond the control of Gloucester Chamber of Commerce & Industry, which corrupt or affect the administration security, fairness or integrity or proper conduct of the raffle, Gloucester Chamber of Commerce & Industry's reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be appropriate, and to cancel, terminate, modify or suspend the

raffle, subject to regulatory approval.

4. As per point 3, if the raffle sales are unsuccessful in meeting the minimum ticket sales requirement of 2500 tickets, the raffle may be modify, suspended or extended as necessary.
5. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, pandemics, acts of God, civil unrest, strikes Gloucester Chamber of Commerce & Industry may in its absolute discretion cancel or postpone the promotion and recommence it at another time on the same conditions subject to regulatory approval.
6. By entering into the raffle, the winner agrees to participate in promotional activity relating to the raffle and Gloucester Chamber of Commerce & Industry.
7. Gloucester Chamber of Commerce & Industry is not liable for any tax implications arising from prize winnings, including fringe benefits tax. Independent financial advice should be sought prior to accepting the prize.
8. The laws of NSW apply to this competition. Entrants submit to the exclusive jurisdiction of the laws of NSW.

## **AUTHORISATIONS**

9. Gloucester Chamber of Commerce & Industry's is an Industry Association licensed to undertake fundraising in the state of New South Wales (Authority number GOCAU/2504)

