

AMY GILLETT FOUNDATION TERMS AND CONDITIONS OF RAFFLE

General Information

1. The following terms and conditions (**Terms and Conditions**) apply to the CURVE Cycles Raffle (**Raffle**) conducted by the Amy Gillett Foundation (ABN 46 200 981 503) (**AGF**).
2. Information on how to enter the Raffle and the prize available form part of these Terms and Conditions. Participation in the Raffle is deemed acceptance of these Terms and Conditions.
3. Entries which do not comply with these Terms and Conditions are void.
4. Entry is open to all residents of the States and Territories where AGF has the authority to run this raffle. Employees (and the immediate family members of employees) of AGF or any companies and agencies associated with the Raffle are not eligible to enter. For the purposes of these Terms and Conditions, "immediate family members" include a spouse, ex-spouse, de-facto spouse, parent, child, sibling or step-child whether or not they live in the same household.
5. Raffle ticket sales commence on **6 September 2018** (AEDT) and conclude on **6 December 2018** at **12.30pm** (AEDT) (**Raffle Period**). AGF reserves the right to extend the Raffle Period at its own discretion subject to any relevant legislation.

Method of Entry

6. The Raffle will be conducted as follows:
 - (a) tickets for entry to the Raffle will be \$100 each;
 - (b) an individual who is eligible to and wishes to enter the Raffle (**Entrant**) must complete all required actions of purchasing a raffle ticket including:
 - (i) setting out the Entrant's full name, valid email address and contact number; and
 - (ii) agreeing to these Terms and Conditions in the manner indicated on the registration form; and
 - (iii) paying the relevant amount commensurate with the number of tickets being purchased,(together, the **Registration Process**).
7. The Entrant must ensure the Registration Process is completed during the Raffle Period.
8. AGF takes no responsibility for lost, late or misdirected entries.
9. Incomplete, incorrect or incomprehensible details will, at the sole and absolute discretion of AGF, invalidate entry into the Raffle. Failure by AGF to enforce any of its rights at any stage does not constitute a waiver of those rights.

10. AGF reserves the right, at any time, to verify the validity of entries and Entrants and disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
11. Entrants are not limited or restricted to the number of raffle tickets, subject to the total number of tickets available for the Raffle.
12. If there is a dispute as to the identity of an Entrant, AGF reserves the right in its sole discretion, to determine the identity of the Entrant.
13. AGF prohibits entries that violate the rights of others or are unlawful, defamatory or obscene. AGF reserves the authority to reject entries which violate these standards. Further, AGF reserves the right to delete entries which AGF considers are offensive, defamatory or otherwise inappropriate.

Prize

14. There will only be one winner of the Prize.
15. The Winner will receive a Curve Cycling Gravel Steel bike complete with 2 free entries to 2019 Amy's Gran Fondo, valued at \$4,049 (**Prize**).
16. The Prize will be awarded to the Winner within 28 days of the Winner being drawn.
17. The Prize is not transferable, exchangeable or redeemable for cash. Prize value is in Australian dollars inclusive of GST and is based on the recommended retail value of prize components at the time of printing.
18. AGF accepts no responsibility for any variation in the value of any part of the Prize. If any part of the Prize is unavailable, for whatever reason, AGF, 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) AGF 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.

Drawing

19. The winner of the Raffle (**Winner**) will be determined by randomly drawing one of the tickets purchased by Entrants, with the winning ticket being selected from all entered tickets by chance.
20. The Winner of the Raffle will be selected by AGF at AGF Head Office Port Melbourne.
21. The Winner will be notified by phone, email and the Winner's name will be published in The Australian newspaper within seven business days of being selected as a winner.
22. AGF 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 Winner did not comply with these Terms and Conditions. In those circumstances, the Raffle may be re-drawn and the subsequent Entrant selected will be deemed to be

the winner in place of the disqualified Winner. AGF's decision is final and AGF will not enter into correspondence regarding the result.

23. Once the Winner has been confirmed, AGF will contact the Winner to arrange for delivery or collection of the Prize.
24. 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.
25. Entrants consent to AGF 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 AGF, including any outcome, and promoting any products or materials manufactured, distributed and/or supplied by AGF or the supplier of the Prize and any related use by AGF.
26. 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 AGF 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 AGF at all times.

General

27. AGF is a registered community or charitable organisation for the purposes of conducting the Raffle (declaration number 60803). Proceeds of the Raffle are to be applied to promoting AGF's purposes or objects.
28. 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 AGF, AGF 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.
29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders AGF'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, AGF 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.
30. As a condition of accepting the Prize, the winner may be required to sign legal documentation as and in the form required by AGF in its absolute discretion, including but not limited to a legal release and indemnity form.
31. AGF reserves the right, at any time, to verify the validity of entries and Entrants. Identification, age, residency, entry and parenthood or legal guardianship considered suitable for verification is at the discretion of AGF.
32. AGF reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, or engaged in

any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Raffle. AGF's legal rights to recover damages or other compensation from such an offender are reserved.

Liability and release

33. Except for any liability that cannot be excluded by law, AGF 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 AGF'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 AGF) due to any reason beyond the reasonable control of AGF;
 - (d) any variation in prize value to that stated in these Terms and Conditions of entry;
 - (e) any participating in the Raffle; and/or
 - (f) redemption and use by the Winner of the Prize.
34. All Entrants, including the Winner provide a release and indemnity to AGF 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 AGF 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.
35. AGF 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.
36. The release and indemnity in clauses 33, 34 and 39 (each a **Relevant Commitment**) is given by each Entrant (including the Winner) in favour of AGF. It is acknowledged that:
- (a) the Relevant Commitment is given by each Entrant and the Winner for the benefit of AGF 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 AGF on its own behalf.

Personal information

37. Personal information will be collected from each Entrant. Entrants' personal information will be collected by AGF for the purpose of conducting and promoting this Raffle (including for the purpose of identifying and notifying the Winner). Without

limiting the foregoing, AGF may disclose Entrants' personal information to other parties assisting in the administration of the Raffle including to AGF's related entities, prize suppliers, external service providers and authorities that regulate this Raffle. By accepting the Terms and Conditions, Entrants consent to AGF, 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. AGF will handle Entrants' personal information in accordance with AGF's Privacy Policy which is available at <http://www.amygillett.org.au/privacy-policy>. Entrants may request access to or correction of their personal information by writing to AGF's Privacy Officer c/- info@amygillett.org.au.

38. 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.