

## **2024 GFA Victoria Racing Club Terms & Conditions**

### **THE ROYAL CHILDREN'S HOSPITAL GOOD FRIDAY APPEAL LTD**

#### **Raffle Name**

The Flemington Racing Spectacular Long Lunch Good Friday Appeal Raffle (VIC)

#### **Promoter**

The Good Friday Appeal Raffle will be conducted by The Royal Children's Hospital Good Friday Appeal Limited (ABN 69 084 797 965) of Level 10, HWT Tower, 40 City Road, Southbank Vic 3006 via its nominee, Rebecca Cowan (**Promoter**). The Promoter is a not-for-profit organisation and is a registered charity with the Australian Charities and Not-For-Profits Commission.

#### **Raffle Period**

The Raffle starts at 12.00pm on 15/02/2024 AEST.

The Raffle closes at 2:20pm on 15/02/2024 AEST. No entries will be accepted after this time.

#### **Relevant State(s)**

Victoria

#### **Entry Restrictions**

Entry is open to residents aged 18 years in Victoria

#### **Raffle Entry Procedure**

To enter, entrants must purchase a paper ticket during the Raffle Period. Purchase a single ticket for the Raffle (Single Raffle Ticket) valued at \$10.00 each.

#### **Maximum Number of Raffle Tickets**

720

#### **Maximum Number of Entries**

There is no limit to the number of entries per entrant, subject to Raffle Ticket availability.

#### **Entrant Conditions**

Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers associated with this Raffle and the immediate family members of these people are ineligible to enter. "Immediate family member" 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.

Entries must be submitted in accordance with the Entry Procedure and will not be accepted in any other form. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements). The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their

absolute discretion to determine the bona fides of an entrant's eligibility to enter the Raffle. Ineligible entries will be deemed to be invalid.

It is the entrant's responsibility to notify the Promoter if their contact details change during the Raffle Period.

The Promoter will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.

Where an entry is deemed invalid (at the Promoter's absolute discretion) prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.

Entry details and privacy by entering into the Competition, the entrants agree and acknowledge that they will be required to provide certain personal information about them, including but not limited to their full names, date of birth, addresses, contact numbers and emails and full names and contact numbers.

All entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter. The entrants also consent to the provisions of such information to the Promoter and Prize Suppliers for the limited purpose of conducting and administering and or marketing the Competition and prize without notice and or any fee/s being paid.

Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter.

The entrant acknowledges that there may be inherent risks involved in entering this Raffle or taking or participating in the Prize(s). Any entrant, Prize winner and/or participants in a Prize event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Prize event and to expressly acknowledge that participation in a Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. In particular, a reasonable level of health and fitness may be required. The Promoter and Prize Supplier reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able to participate in any of the experiences for their own or anyone's safety. The Promoter and Prize Supplier will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Raffle or the awarding or taking of the Prize(s) except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

The Promoter reserves the right to disqualify all entries from any entrant who tampers with, or benefits from tampering with, the entry process or the Raffle. Entrants can enter the Raffle up to the Maximum Number of Entries. Entries must be submitted separately and each entry must individually meet the Entry Requirements and be subject to the Entry Restrictions. Automatically- or computer-generated entries will not be accepted.

The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Raffle or a Prize event/activity if the entrant:

- (a) is deemed by the Promoter to breach these Conditions of Entry;
- (b) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Raffle; or
- (c) engages in conduct in relation to this Raffle which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.

Participation in this Raffle constitutes acceptance of these Terms and Conditions.

## Verification Requirements

If requested by the Promoter, entrants must produce documentation to establish to the Promoter's satisfaction the validity of your entries (including proof of identity, age, place of employment and place of residence) prior to being awarded a Prize.

## Draw Details

The Draw will take place at 2.20pm AEST on Thursday, 15/02/2024 at Flemington Race Course, 448 Epsom Road, Flemington Vic.

**Draw Method:** A manual random draw system is used to draw the Prize Winners.

## Prizes

### 1st Prize - Cup Week Hospitality Experience

A Byerly Dining package for 4x with a \$200 beverage voucher to spend on the day, redeemable during Flemington Racing Spectacular (valued at \$1200)

**No. Available:** 1

**Value of Prize (incl GST):** Valued at \$1,200

### Total Prize Pool

\$1200 inc GST

### Prize Restrictions/Exclusions

Not available to residents of Queensland, NSW, Tasmania, ACT, Western Australia, South Australia, or Northern Territory.

Prizes are not transferable or redeemable for cash.

### Notifications and Publication of Winners

Winners will first be notified at the event and then by e-mail within 2 business days of being drawn.

Prize winners' names will be published at [www.vrc.com.au](http://www.vrc.com.au) on 2nd April 2024.

### Hosting of Online Raffle

The raffle is hosted by Funraisin (ABN 90 147 629 150) of Level 3, 100 Harris Street, Pyrmont, NSW, 2007.

### Security – PCI Compliant

Funraisin complies with PCI DSS SAQ 1 A-EP.

### Privacy

The Funraisin platform provider implements physical controls designed to prevent unauthorised access to, or disclosure of, their supporter data. The Funraisin website resides in a data centre managed which is monitored 24x7 for all aspects of operational security and performance.

The Funraisin data centre provider is certified to the following compliance standards: HIPAA, PCI-DSS, SOC 1 Type 2, SOC 2 Type 2, ISO 27001 and FISMA/NIST. The Funraisin cloud provider has the following certifications: PCI-DSS, ISO 27001, SOC 1 / 2 / 3, IRAP, ISO 27018 and ISO 9001.

To protect customer data, the Funraisin platform provider encrypts information in transit by supporting TLS 1.2 and data at rest is also encrypted using AES-256 encryption.

For more information on privacy, refer to the Funraisin Privacy Policy (<https://www.funraisin.co/privacy-policy>) Good Friday Appeal Data Collection Statement (<https://www.goodfridayappeal.com.au/data-collection-statement/>)

## **Prize Claim Date**

Winners from Victoria, and Tasmania have twelve months from the draw date to claim their Prize

## **Unclaimed Prize Arrangements**

If a Prize is not claimed by the relevant Prize Claim Date or is deemed invalid in accordance with the Conditions of Entry, 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.

## **Additional Terms - Prizes**

The Prize draw(s) will be conducted in accordance with the Draw Details. If a winning entry is invalid, that entry will be disregarded and the Prize will be awarded by drawing the next valid entry in accordance with these Conditions of Entry.

The Prizes and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash. No Compensation will be payable if a winner is unable to use or take a prize. If a Prize, or an element of a Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that Prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of Prizes.

All costs, fees, charges or expenses associated with the Prize(s), which are not specified in the Schedule, are the responsibility of the winner(s). The Promoter accepts no responsibility for any variation in Prize values.

The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prizes. Independent financial advice should be sought.

The Promoter, its agencies and representatives, and prize suppliers associated with this Raffle will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Raffle or the awarding or taking of the Prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

The Promoter, is not responsible for use of a Prize which results in:

- (a) loss that was not reasonably foreseeable;
- (b) loss that was not caused by breach of these Conditions of Entry or negligence;
- (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
- (d) losses caused by factors which could reasonably be considered to be outside their control (such as faults in third party equipment); and
- (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.

## **Additional Terms - Privacy**

The Promoter may use any personal information entrants provide in connection with this Raffle for the purpose of the Raffle, and also in advertisements, publications, media statements and other promotional material associated with the Raffle. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested, they will not be able to enter the Raffle. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988 (Cth)*. If entrants have any concerns or queries about the way their personal information is managed by the Promoter, they should contact the Promoter by telephoning (03) 9292 1166 or emailing [privacy@goodfridayappeal.com.au](mailto:privacy@goodfridayappeal.com.au). A copy of the Promoter's privacy policy can be viewed at [www.goodfridayappeal.com.au/privacy\\_policy](http://www.goodfridayappeal.com.au/privacy_policy). The privacy policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them. It also contains information about how entrants can make a privacy complaint and how the Promoter will deal with it.

Each 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 Level 10, HWT Tower, 40 City Road, Southbank Vic 3006 or sending an email to [privacy@goodfridayappeal.com.au](mailto:privacy@goodfridayappeal.com.au). The Promoter may continue to provide the entrant with this information for an indefinite period unless and until advised otherwise by the entrant.

## **Additional Conditions**

Any capitalised terms used in these Terms & Conditions have the meaning given in the Schedule, unless stated otherwise.

Any updates to these Terms and Conditions will be subject to regulatory approval, and will be published on the Website, so it's important to check these Conditions of Entry regularly.

If the Raffle cannot run for reasons beyond the Promoter's control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), it reserves the right to cancel, suspend, modify or terminate the Raffle (subject to regulatory approval). If that happens, the Promoter reserves the right to select winners from eligible entries received at the time.

The Promoter's decisions in connection with the Raffle are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

The Promoter is not responsible for any problems or technical malfunction of any mail delivery, telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft destruction, transmission interruption, communications failure or otherwise, any injury or damage to entries or to entrants' or any other person's computer related to or resulting from participation in or downloading any materials in this Raffle. If the Raffle is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Raffle subject to approval from any relevant authority.

These Terms and Conditions are governed by the laws of Victoria.

For information on how to play responsibly, call the Gambling Help-Line on 1800 858 858 within Australia, or your local community gambling help-line.