

# Terms & Conditions Variety WIN WIN Lottery

- 1. Information provided by Variety on how to enter forms part of the terms and conditions of entry.
- 2. Purchase of a raffle ticket is deemed acceptance of these Terms and Conditions by the person whose name is completed on the ticket or the person identified as a gift recipient.
- 3. Where a ticket in the competition 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 competition.
- 5. All proceeds from the raffle tickets will be donated to Variety.

## WHO CAN ENTER?

- 6. Tickets are only available to South Australian (SA) residents. NSW, QLD, ACT, NT, TAS, WA and VIC residents are not eligible to enter.
- 7. Ticket holders must be 18 years or older.
- 8. The following persons (and their immediate family members) are ineligible to purchase tickets for themselves or on behalf of others:
  - a. Variety SA Board members
  - b. Variety SA staff members

*Immediate family* includes a person's spouse and family members residing at the same address.

# **HOW TO ENTER**

- 9. The Variety WIN WIN Lottery commences on 31 March 2025 and closes on 14 June 2025 at 8:30 pm (ACST) unless sold out prior.
- 10. This raffle is hosted by RaffleTix Holdings Pty Ltd (ABN: 24 623 531 340), located at Level 11, 88 Tribune Street, South Brisbane QLD 4101, Australia.

| Ticket sales open                          | 31 March 2025           |
|--|-------------------------|
| Ticket sales close                         | 14 June 2025 at 8:30 pm |
| Prizes drawn & Main prize winner announced | 14 June 2025 at 8:30 pm |
| Winners notified & results published       | 16 June 2025            |

- 11. A total of 2500 will be available for sale.
- 12. To enter, entrants must, during the Promotion Period:
  - a. purchase a raffle ticket/s online via https://www.raffletix.com.au/?ref=68e4x

- b. and provide their contact details (first name, last name, postcode, valid email address and mobile phone number) in the section provided.
- 13. Variety will issue an e-ticket, for each online ticket purchased, which may be printed by the recipient, together with the ticket receipt.
- 14. No late entries will be accepted. Incomplete or incomprehensible entries will be ineligible.
- 15. Entrants are not restricted or limited to the number of raffle tickets which may be purchased during the Promotion Period.
- 16. Variety 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 Variety to enforce any of its rights at any stage does not constitute a waiver of these rights.

#### **PRIZES & PRIZE COLLECTION**

- 17. The main prize of \$25,000 cash will be transferred to the winner's bank account within seven days of the draw.
- 18. All prize winners will be contacted directly by Variety the Children's Charity of South Australia to arrange prize collection.
- 19. Winners must claim their prize within three months of the draw date. If a prize remains unclaimed after this period, Variety SA will make further attempts to contact the winner. If all reasonable efforts have been exhausted, the unclaimed prize will be used for further fundraising initiatives.
- 20. Prizes #2 #100 are not transferable or redeemable for cash.
- 21. Some images used for promotional purposes are for display only and may not accurately represent the actual prize.

## **SELECTION OF WINNER**

- 22. The draw will take place on 14 June 2025 at the Adelaide Convention Centre, North Terrace, Adelaide, SA 5000.
- 23. An independent Auditor or Scrutineer will verify the fairness and completeness of the draw.
- 24. The winner will be notified by phone or email within 2 business days of the winner being drawn.
- 25. The details of the winner(s) will be published on:

Variety SA website: <u>www.variety.org.au/sa</u>

• RaffleTix website: https://www.raffletix.com.au?ref=68e4x

• The Advertiser: 20 June 2025

## **STANDARD TERMS**

Nothing in these terms and conditions limits, excludes, or modifies or purports to limit, exclude or modify Variety's liability in relation to the consumer guarantees under the Australian Consumer Law (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees,

Variety (including its respective officers, employees, 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:

- i. any technical difficulties or equipment malfunction (whether or not under Variety's control);
- ii. any theft, unauthorised access or third-party interference;
- iii. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Variety) due to any reason beyond the reasonable control of Variety;
- iv. any variation in prize value to that stated in these terms and conditions;
- v. any tax liability incurred by the winner or entrant; or
- vi. use of the prize.
- 28. 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 Variety, which corrupt or affect the administration security, fairness or integrity or proper conduct of the raffle, Variety 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.
- 29. 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; Variety may in its absolute discretion cancel or postpone the promotion and recommence it at another time on the same conditions subject to regulatory approval.
- 30. By entering the raffle, you consent to Variety using your personal information to send you information about Variety's news, events, products, services and general information about Variety, including by email, text messages and phone calls.
- 31. This raffle is in no way sponsored, endorsed or administered by, or associated with Meta. Entrants understand that you are providing your information to Variety the Children's Charity South Australia, not to Meta. By participating in this promotion, you agree to a complete release of Meta from any claims.
- 33. By entering into the raffle, the winner agrees to participate in promotional activity relating to the raffle and Variety.
- 34. Variety 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.
- 35. The laws of SA apply to this competition. Entrants submit to the exclusive jurisdiction of the laws of SA.

**Authorisation**: The lottery is conducted under **Permit #M14749**, issued by Consumer and Business Services, Government of South Australia. The permit holder is Variety – the Children's Charity of South Australia, Tent 75, 68 Richmond Road, Keswick, SA 5035.