

## Terms and Conditions for Gift of Music "Fire and Rain" Guitar Raffle

**(QLD, NSW, VIC, TAS, NT)**

Raffle Name	Gift of Music "Fire and Rain" Guitar Raffle			
Promotion Type	Consumer			
Promoter	The Gift of Music "Fire and Rain" Guitar Raffle will be conducted by Rural Aid (ABN 29 605 783 597) and 8 Colebard St E, Acacia Ridge QLD 4110. The Promoter is a not-for-profit organisation.			
Permit Numbers	Authorised under: VIC Permit: 10435/19; NSW Permit [Not Required]; QLD Permit [Not Required]; TAS Permit [Not Required]; NT Permit [Not Required].			
Promotion Period	The Raffle Starts at 12pm on 12/08/2019 AEST.  The Raffle closes at 12pm on 20/09/2019 AEST. No entries will be accepted after this time.			
Relevant State(s)	Queensland, New South Wales, Victoria, Tasmania, and Northern Territory.			
Entry Restriction(s)	Entry is open to residents of Queensland, New South Wales, Victoria, Tasmania, and Northern Territory, aged 18 years or older at the commencement of the Raffle.			
Maximum number of tickets	5000 tickets available for purchase at a cost of \$10 each.			
Raffle Entry Procedure	To enter, eligible entrants must, during the Promotion Period, purchase one or more raffle tickets from the raffle website.			
Maximum Number of Ticket Entries	There is no limit to the number of entries per entrant, subject to raffle ticket availability.			
Verification Requirements	If requested by the Promoter, entrants must produce proof of age and residency prior to being awarded a Prize.			
Draw Details	<p>The Draw will take place as follows:</p> <p><u>Date:</u> Monday 23 September 2019  <u>Time:</u> 12pm AEST  <u>Location:</u> 8 Colebard St E, Acacia Ridge QLD 4110</p> <p>Draw Method: Numbered Raffle Ticket stubs will be drawn at random from a barrel. First prize will be drawn first, followed by all other prizes in descending order.</p>			
Prize Details	<b>Type</b>	<b>Prize</b>	<b>No. Available</b>	<b>Value of Prize (inc. GST)</b>
	1 <sup>st</sup> Prize (drawn first)	Fire & Rain OM14X Guitar in Hiscox Hardshell Case	1	\$5,000
	2 <sup>nd</sup> Prize (drawn second)	Fire & Rain DSD Guitar in Hiscox Hardshell Case	1	\$5,000
Total Prize Pool	Valued at \$10,000.			
Prize Restrictions / Exclusions	Prize subject to the terms and conditions imposed by the Prize Provider.			
Notification and Publication of Winners	Winners have 12 months from the date they are notified in which to claim their prize. Winners are to contact the Rural Aid representative on <a href="mailto:contact@ruralaid.org.au">contact@ruralaid.org.au</a> in order to claim their prize.			
Unclaimed Prizing Arrangements	If a Prize is not claimed by the 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 to be used for not-for-profit purposes. If a Prize that has been won by a Victorian or Northern Territory participant remains unclaimed 12 months after the draw, the Promoter will sell or otherwise dispose of the Prize and pay the proceeds (bar the deduction of reasonable costs associated with the sale or disposal) to the Treasurer for payment into the Consolidated Fund.			
Additional Terms – Prizes	1 <sup>st</sup> and 2 <sup>nd</sup> Prize value is up to \$10,000 given at the opening date of the Promotion Period and the Promoter takes no responsibility for any change in value. Prizes and participation in the Raffle are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable. All tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.			

## CONDITIONS OF ENTRY

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Raffle constitutes acceptance of these Conditions of Entry and the Terms and Conditions.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Terms and Conditions, unless stated otherwise.
3. The Promoter is Rural Aid ABN 29 605 783 597, of 8 Colebard St E, Acacia Ridge QLD, 4110.
4. All proceeds from the Raffle will be deposited directly into the Rural Aid bank account. Brisbane Guitar Making School receives no direct financial benefit from the Raffle.
5. Any updates to these Conditions of Entry will be subject to regulatory approval, and will be published on the Website, so it's important to check these Conditions of Entry regularly.
6. Directors, management, employees and contractors of the Promoter and Brisbane Guitar Making School 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 spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
7. The Raffle will be conducted during the Promotion Period.
8. Eligibility to enter the Raffle is subject to the Entry Restrictions.
9. To enter the Raffle, entrants must complete the steps set out in the Raffle Entry Procedure and comply with all other applicable requirements during the Promotion Period. Entries must be submitted in accordance with the Raffle 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.
10. It is the entrant's responsibility to notify the Promoter if their contact details change during the Promotion Period.
11. The Promoter will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.
12. 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, it will select winners from eligible entries received at the time.
13. Where an entry is deemed invalid (at the Promoter's discretion and with regulatory approval when required) prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
14. The Promoter's decisions in connection with the Raffle are final and no correspondence will be entered into.
15. 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.
16. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant.
17. The prize draw(s) will be conducted in accordance with the Draw Details. All Raffle Tickets that have been paid for in full will be entered into the Draw. In the instance of incomplete or illegible identification on the entry (Raffle Ticket stub) of an entrant who purchases a Raffle Ticket, every endeavour will be made to identify and contact the entrant. Raffle Tickets not paid for will not be included in the Draw. Any entry (Raffle Ticket stub) which the Promoter deems to be slanderous, defamatory or otherwise offensive may not be included in the Draw, subject to approval from the relevant regulatory body.
18. Winners will be notified in accordance with the Notification and Publication of Winners' Details. Winners' names and State/Territory of residence will be published as specified in the Terms and Conditions. The Promoter and the companies and agencies associated with this Raffle may also publish the name and State/Territory of the winners on their website(s).
19. The Prize(s) is/are specified in the Prize Details. The Prize(s) is/are subject to any restrictions specified in the Terms and Conditions. The Total Prize Pool is specified in the Terms and Conditions.

20. 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 Raffle event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Raffle or a prize event and to expressly acknowledge that entry into this Raffle or participation in a Raffle event or 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 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 Prize experiences for their own or anyone's safety. The Promoter 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).

21. The Prizes and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash. If 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.

22. Prize values are accurate as at the commencement date for the Raffle. Any variation after that date is beyond the Promoters control. All costs, fees, charges or expenses associated with the Prize(s), which are not specified in the Terms and Conditions, are the responsibility of the winner(s). The Promoter accepts no responsibility for any variation in prize values.

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

24. 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.

25. 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, subject to regulatory approval. 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 Restrictions. Automatically- or computer generated entries will not be accepted.

26. 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) 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 (b) engages in conduct in relation to this Raffle which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.

27. The Promoter and its agencies and representatives 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).

28. The Promoter and its agencies and representatives associated with this Promotion 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 Promotion 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).

29. The Promoter may use any personal information entrants provide in connection with this Raffle for the purpose of the Raffle, and also request the use of this information 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, and to the Brisbane Guitar Making School. 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's Privacy Officer at 8 Colebard St E, Acacia Ridge QLD 4110 or send an email to [privacy@ruralaid.org.au](mailto:privacy@ruralaid.org.au). A copy of the Promoter's privacy policy can be viewed at <https://www.ruralaid.org.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.

30. These Conditions of Entry are governed by the laws of Queensland.