



TERMS & CONDITIONS

WIN \$25,000 of Gold!

This Raffle is run by Variety – the Children’s Charity Victoria (“Variety”) of H71, 63-85 Turner Street, Port Melbourne VIC 3207 (ABN 80 145 257 414).

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. Entry is open to all permanent residents of Victoria, aged 18 years or older. NSW, QLD, ACT, NT, TAS, WA and SA residents are not eligible to enter.
7. Employees of Variety - the Children's Charity of Victoria and their immediate families are ineligible to purchase raffle tickets. Immediate families include a spouse or former spouse, de facto partner or former de facto partner, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, or stepsibling of an employee of Variety - the Children's Charity.

HOW TO ENTER

8. Raffle ticket sales will commence on Wednesday 4 December 2024 at 10:00am (AEST) and conclude on Wednesday 26 February 2025 at 11:59pm (AEST) ("**Promotion Period**"), unless sold out prior.

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|---------------------------------------|------------------------------------|
| Ticket sales open | 10:00am Wednesday 4 December 2024 |
| Ticket sales close | 11:59pm Wednesday 26 February 2025 |
| Grand prize drawn | 7:00am Friday 28 February 2025 |
| Winners announced & results published | Friday 28 February 2025 |

9. A total of 1,000 tickets will be available for sale and they will be \$100 per ticket.



10. To enter, entrants must, during the Promotion Period:
 - a. purchase a raffle ticket/s online via <http://fundraise.variety.org.au/raffle/gold>
 - b. and provide their contact details (first name, last name, postcode, valid email address and mobile phone number) in the section provided.
11. Variety will issue an e-ticket, for each online ticket purchased, which may be printed by the recipient, together with the ticket receipt.
12. No late entries will be accepted. Incomplete or incomprehensible entries will be ineligible.
13. Entrants are not restricted or limited to the number of raffle tickets which may be purchased during the Promotion Period.
14. 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.

PRIZE

15. There is one prize:
 - **1st Prize:** \$25,000 worth of gold bullion
 - Total retail value of the prize pool is \$25,000 at the day of gold purchase by Variety. Prize value is based on the cost to purchase the gold, including fees and is correct at time of publishing.
16. The prizes cannot be transferred to another person or redeemed for cash.
17. If a prize is not available for any reason, Variety reserves the right to substitute the prize with another item of equal or greater value, subject to any approvals from regulatory authorities.

SELECTION OF WINNER

18. The prize winners will be drawn at Variety Head Office at Variety, the Children's Charity office - H71, 63-85 Turner Street, Port Melbourne VIC 3207 via electronic prize draw at 7:00am Friday 28 February 2025. If the date of the draw needs to be changed, due to circumstances causing a delay, Variety will advise all entrants by email of the new draw date. Entrants need not be present to win.
19. The first valid entry drawn will win the First Prize, as described above.
20. Variety reserves the right to request the winner to submit proof of identify, at the discretion of Variety, and their ticket receipt as proof of purchase.



21. The winner will be notified by phone or email within 2 business days of the winner being drawn, and the winner's details will be published on the Variety website. The winner's name will be displayed at <http://fundraise.variety.org.au/raffle/gold>.
22. Variety will not enter into any correspondence regarding the competition result.

SECOND CHANCE DRAW

23. If the winner does not respond within 3 months of being notified that they have won the raffle, or the winner is not readily identified and reasonable efforts have been made by Variety to identify and contact the winner within that period but were unsuccessful, the prize will automatically be forfeited, and Variety reserves the right to select another winner through a second chance draw.
24. If necessary, a second chance draw will be held at 11:00am on Wednesday 28 May 2025 at Variety -the Children's Charity office - H71, 63-85 Turner Street, Port Melbourne VIC 3207. The first valid entry drawn will win any unclaimed prize.
25. The winner will be notified by phone or email within 2 days of the winner being drawn, and the winner's details will be published on the Variety website. The winner's name will be displayed at <http://fundraise.variety.org.au/raffle/gold>
26. Variety will not enter into any correspondence regarding the second chance draw result.

STANDARD TERMS

27. 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 Victoria, not to Meta. By participating in this promotion, you agree to a complete release of Meta from any claims.
32. Please read Variety's privacy policy available on Variety's website at <https://www.variety.org.au/vic/terms-and-privacy> for more information about how Variety handles personal information, how to access and correct your personal information, how to make a complaint, and how Variety handles complaints.
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 VIC apply to this competition. Entrants submit to the exclusive jurisdiction of the laws of VIC.

AUTHORISATIONS

VIC Permit number: **10476/24**