



TERMS & CONDITIONS – Variety – the Children's Charity WIN a Kia Sportage Raffle

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 15 August 2023 at 9:00am (AEST) and conclude on 27 September 2023 at 3pm (AEST) ("**Promotion Period**"), unless sold out prior.
- 9) A total of 2,000 tickets will be available for sale. Each ticket costs \$100.
- 10) To enter, entrants must, during the Promotion Period:
 - i) purchase a raffle ticket/s online via <https://fundraise.variety.org.au/raffle/gfl23>; and

ii) provide their contact details (first name, last name, residential address, valid email address and mobile phone number) in the section provided.

11) Variety will issue an e-ticket, for each ticket purchased, which may be printed by the recipient, together with the ticket receipt. No paper tickets will be issued.

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 are three prizes:

First Prize: MY23 SPORTAGE SX GSL A/T WAGON (\$42472)

Second Prize: BARTECARD TOURISM VOUCHER (\$5000)

Third Prize: BARTECARD TOURISM VOUCHER (\$2500)

Total retail value \$49972. Prize value is the recommended retail value as provided by the supplier and is correct at time of publishing.

16) The first prize includes on-road costs (stamp duty, 12 months registration, compulsory third-party insurance), but it does not include comprehensive motor vehicle insurance. Variety strongly recommends that vehicle insurance is purchased by the winner before the winner takes possession of the vehicle. All optional extras and accessories, and any other insurance not stated, fuel, personal costs and all other ancillary or related costs are not included.

17) It is the responsibility of the winner to arrange collection of the vehicle from KIA Chadstone, 1575 Dandenong Road, Oakleigh VIC 3166. Risk of loss or damage to the vehicle passes to the winner upon handover from the dealership.

18) The winner is responsible for making arrangements to claim their prize, including providing all necessary information and driver's licence, and completing the necessary paperwork to transfer title and registration in the vehicle.



19) Second and Third prize winners of the Bartercard Tourism Gift Certificates must follow the Bartercard Tourism Gift Certificate Terms and conditions which can be seen at www.bartertourism.com.au. These gift certificates must be redeemed via tourism@bartercard.com and cannot be redeemed directly with an operator or tourism provider.

20) The prizes cannot be transferred to another person or redeemed for cash.

21) 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

22) The winner will be drawn at Palladium At Crown Melbourne (8 Whiteman Street, Southbank 3006) on 27 September, 2023 at 3:00pm. 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.

23) The first valid entry drawn will win the First Prize, followed by Second Prize, then Third Prize, as described above.

24) The winner will be announced at the event and notified by phone and via email within 2 days of the winner being drawn. The winner's details will be published on the Variety - the Children's Charity website and the raffle information page (<https://fundraise.variety.org.au/raffle/gf123>) from 28th September 2023.

25) 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.

26) Variety will not enter into any correspondence regarding the competition result.

SECOND CHANCE DRAW

27) 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.



28) If necessary, a second chance draw will be held at 12:00pm on Wednesday 10 January 2024 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.

29) 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 <https://fundraise.variety.org.au/raffle/gfl23>

30) Variety will not enter into any correspondence regarding the second chance draw result.

STANDARD TERMS

31) 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.

32) 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.



33) 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.

34) 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.

35) 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.

36) By entering into the raffle, the winner agrees to participate in promotional activity relating to the raffle and Variety.

37) 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.

38) The laws of VIC apply to this competition. Entrants submit to the exclusive jurisdiction of the laws of VIC.

AUTHORISATIONS

VIC Permit number: **10312/23**