

Terms and Conditions of McGrath Foundation Fundraising Raffle (“Terms and Conditions”)

DEFINITIONS

“**Related Bodies Corporate**” means in respect to any legal entity, a company which directly or, indirectly through one or more intermediate legal entities, controls, or is controlled by, or is under common control with that legal entity. For this purpose, “control” means the direct or indirect ownership of in aggregate fifty percent (50%) or more voting capital.

“**We**”, “**us**”, “**our**” or “**Bingo**” is a reference to Bingo Education Pty Ltd (ACN 611 254 776)) and its officers, Related Bodies Corporate, employees, contractors, subcontractors and agents.

“**You**”, “**your**” or “**Entrant**” is a reference to the person and its officers, Related Bodies Corporate, employees, contractors, subcontractors and agents who participates in the promotion and is eligible for a prize.

TERMS AND CONDITIONS

1. This promotion is conducted by us for the purposes of raising funds for the McGrath Foundation Limited, a not for profit organisation. The McGrath Foundation Limited is a registered charity in the state of New South Wales under registration number 18455.
2. Information on how to enter and prizes (including their respective terms and conditions, which are annexed to this document) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. This promotion commences on 24 July 2022 at 7am (AEST) and entries will close on 30 November 2023 at 7.00am (AEST)
4. To be eligible to enter, all purchasers must be 18 years or older. This raffle is open to members of the public only in New South Wales. The persons directly associated with organising and conducting this promotion (and their immediate family) are ineligible to enter. Immediate family means any of the following: spouse, de-facto spouse, child, step-child (whether natural or by adoption), parent, step-parent, brother, sister, step-brother or stepsister.
5. Entrants are not restricted or limited to the number of raffle tickets which may be purchased.
6. The price of a raffle ticket is as follows:

1 ticket/individual tickets	\$35
3 tickets	\$100
5 tickets	\$150
10 tickets	\$300
15 tickets	\$425

7. There will be no more than 50,000 tickets sold. These will be sold on a “first in” basis based on the time in which the correct sum of money is received and confirmed by us.
8. Incomplete or incomprehensible entries will be ineligible. Completed entries will include a first and last name, a full address and/or a telephone number, at a minimum.
9. The draw will take place on 30 November 2023 at 10am in Sydney and announced via social media and the BINGO website. All winners will be notified via phone or email within 7 days of the winner being drawn. The winner will be published on the campaign website, including first name and location. Winners do not need to be present at the draw to win the prize. If the winners are under the age of 18 years the prizes will be awarded to their parents or legal guardians. If any prizes remain unclaimed for 3 months, the winner will forfeit the prize and we are not obliged to substitute the prize. It is the entrant’s responsibility to keep their details up to date with us (including their current valid email address and phone number) to be notified about the prize.
10. The prizes are made up of the following:
 - a. One (1) x Kluger Hybrid valued at \$87,095
 - b. One (1) x Flight Centre Family Holiday Package, valued at \$10,000
 - c. One (1) x Ultimate GIANTS Experience, valued at \$7,000
11. In the draw for the winners, the major prize will be drawn first. All prize values are in Australian Dollars.
12. The total RRP value of all prizes is \$104,095 (inclusive of GST). Prize values are based on current RRP at the time of printing/publishing these terms and conditions. We accept no responsibility for changes in the prize values between the time of printing/publishing these terms and conditions and the ultimate prize redemption.
13. We will use our best endeavours to provide the prizes listed. If the prizes are unavailable for whatever reason, we reserve the right to substitute that prize or item for a prize or item of an equivalent value subject to any written directions given under applicable trade promotion laws and regulations. If a prize is provided to Bingo by a third party, the prize is subject to the

terms and conditions of the third party supplier and the provision of the prize is the sole responsibility of the third party and not Bingo. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these terms and conditions to the extent of any inconsistency. Bingo accepts no responsibility or liability for any delay or failure

by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these terms and conditions or otherwise.

15. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. We take no responsibility for the prize being damaged, lost or stolen.
16. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to the acceptance of the prize.
17. We will comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles and our privacy policy. All entries remain the property of us. Entrants and their parents/guardians consent to us using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by us. The entrant also agrees that we may use information provided by the Entrant for future promotional, marketing, publicity, research and profiling purposes without any further reference, payment or other compensation to the Entrant, including sending the Entrant electronic messages and telephoning the Entrant.
18. If for any reason the raffle is not capable of running as planned, including (but not limited to) tampering or any other causes beyond our control, which corrupt or affect the administration security, fairness or integrity or proper conduct of the raffle, we reserve the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the raffle, subject to any direction given under state permit regulations.
19. 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, acts of God, civil unrest, strikes; we may in our absolute discretion cancel the event and recommence it from the start on the same conditions subject to state legislation.
20. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these terms and conditions restricts, excludes or modifies or

purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

21. We shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained in connection with any prize/s, except for any liability which cannot be excluded by law.
22. We will take no responsibility for prizes damaged in transit, except for any responsibility which cannot be excluded by law.
23. We accept no responsibility for any kind of loss or liability suffered or incurred by any of the prize-winners in relation to the prizes or the promotion. The winners release us, our Related Bodies Corporate, affiliates, officers, agents and employees, from all liabilities, loss and damage of any kind arising at any time out of or in connection with the acceptance of, and participation in, the prize or the promotion. Without limiting the foregoing, the released parties will not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising out of the prizes.
24. You agree to be bound by these terms and conditions by participating in this promotion and/or activating, using or attempting to use the prize or by exercising any right to redeem the value attributed to the prize as part of the promotion. We reserve the right to disqualify entries in the event of non-compliance with these terms and conditions. In the event that there is a dispute concerning the conduct of the promotion or claiming a prize, we will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved our decision will be final.
25. Authorised under: NSW Authority Number GOCAU/2512

Annexures:

Kluger Hybrid Terms and Conditions

- The estimated total value of this prize is \$87,095. The estimated delivery of the vehicle is December 2023.
- It includes all on-road costs (including registration and stamp duty but not insurance).
- The winner will need to arrange delivery with Bingo and must pick up the vehicle from the Ryde Toyota dealership located at 1046 Victoria Road, West Ryde NSW 2114.
- All taxes, costs, fees, charges, or expenses associated with the prize, which are not specified or notified as part of the raffle, are the responsibility of the winner.
- To the extent permitted by law, the winner takes the vehicle on an “as is” basis, and we make no representations or warranties that are not expressly stated in these terms. Where a vehicle includes custom modifications, the winner acknowledges that replacement parts may not be available in the future. The winner acknowledges that we will not be responsible for any costs associated with any costs of maintenance, operation or any other costs that are not expressly stated in these terms.
- Entrants acknowledge that they must comply with the registration and licensing requirements in their State or Territory when taking possession of this prize.
- This will be subject to any applicable terms and conditions as provided or notified by Toyota, including any terms and conditions which apply to us.

Flight Centre Terms and Conditions

- The winner of this prize will obtain a holiday credit to the value of \$10,000
- The winner only has 3 months from their acceptance date to contact Flight Centre Ascot, Brisbane QLD 4007
- All holiday credit must be redeemed within the one booking
- The holiday must be booked with Holly Soden at Flight Centre Ascot
- Full T&Cs are found here: <https://help.flightcentre.com.au/s/article/booking-termsconditions-au>

Ultimate GIANTS Experience Terms and Conditions

- The GIANTS game is subject to the 2024 AFL Fixture. The selected game must be a 2024 GIANTS regular season home/away game and is subject to availability.
- The prize is for two adults (16 years and over)
- GIANTS Ultimate Experience is not refundable for money or transferable
- Flight times and accommodation are at the discretion of the GIANTS and BINGO Industries.
- Prize:
 - o Return flights and accommodation for two [2] adults to attend a GIANTS game played in

Melbourne. o Two [2] signed 2023 AFL guernseys o
Two [2] people to access the GIANTS changeroom pre-match o Two [2] people
to attend one [1] AFL pre match briefing prior to first bounce o Two [2] people
to participate in the GIANTS Guard of Honour o Two [2] people to
access the GIANTS changeroom post-match o Two
[2] merchandise packs valued at \$200 each

Gala Bid Terms and Conditions

- <https://www.galabid.com/terms-and-conditions?&lang=AU>

