

# Bolsta Raffles Terms and Conditions

## Raffle Details

|                           |  |
|---------------------------|--|
| Raffle Name               | BL010  |
| Permit No.                | New South Wales Authority GOCAU-2429   |
| Permit Holder             | This competition is being run by Bolsta Foundation Ltd - ABN 75 641 134 974 ("Foundation")   |
| Raffle Competition Period | <ul style="list-style-type: none"><li>• Tickets for this raffle competition will be sold:<ul style="list-style-type: none"><li>○ From 08:00:00PM, Friday 31<sup>st</sup> May 2024 AEST</li><li>○ Until 07:59:59PM, Friday 30th August 2024 AEST</li></ul></li><li>• Ticket sales will be halted before the end of the competition period if the maximum allowed ticket sales has been reached.</li></ul>   |
| Draw                      | <ul style="list-style-type: none"><li>• The winning tickets will be selected randomly using computer software at 8:00:00PM, Friday 30th August 2024 AEST</li><li>• The prizes will be drawn in descending order of value</li><li>• When a winning ticket is drawn, the person named on the ticket will be declared the winner</li><li>• The Foundation's decision as to the result of the draw is final and no correspondence will be entered into</li><li>• Results of the draw will be published:<ul style="list-style-type: none"><li>○ No later than 2:00:00PM Saturday 31<sup>st</sup> August 2024 AEST via:<ul style="list-style-type: none"><li>▪ The Draw Winners menu item in Bolsta Raffles Administrator Portal</li><li>▪ The Draw Winners menu item in the Bolsta Raffles app</li><li>▪ An automatically generated email notification to all ticket buyers</li></ul></li><li>○ No later than 2:00:00PM Monday 2<sup>nd</sup> September, 2024 (AEST) at Bolsta Raffles web site – <a href="http://www.bolsta.co/bolstaraffles">http://www.bolsta.co/bolstaraffles</a></li></ul></li><li>• The Foundation may also announce or publish the first name and last name initial of the prize winner in any media, including the Foundation's website.</li><li>• Prize winners will be contacted by phone and email within 24 hours of the draw</li></ul> |

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|---------------------|---|
| Eligibility         | <ol style="list-style-type: none"> <li>1. The competition is open to persons aged 18 years or older</li> <li>2. Interstate and overseas residents may enter the competition and we would be grateful for the support. Whilst the lottery is open to interstate and overseas purchasers, the major prize may only be transferred to an Australian bank account</li> <li>3. The following people are not eligible to purchase a ticket and/or win any prizes resulting from this competition: <ul style="list-style-type: none"> <li>• Members of the management committee of the Foundation conducting the competition and members of their immediate families and/or Relatives; or</li> <li>• Anyone directly engaged in conducting the draw for the competition and members of their Immediate families and/or Relatives; or</li> <li>• The Foundation itself conducting the competition; or</li> <li>• Employees of the Foundation and their Immediate families and/or Relatives</li> </ul> </li> </ol> |
| Prizes              | <p>The total prize pool is valued at \$23,000 Australian dollars:</p> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> prize – \$20,000 cash</li> <li>• 2<sup>nd</sup> prize - \$2,000 cash</li> <li>• 3<sup>rd</sup> prize - \$1,000 cash</li> </ul>  |
| Provision of Prizes | <p>Provision of prizes are subject to the following conditions:</p> <ul style="list-style-type: none"> <li>• Following notification, the Foundation will take all reasonable steps to transfer prizes to eligible winners within 28 days of the draw</li> <li>• Cash prizes will be deposited by direct bank transfer into an account nominated by eligible winners so long as the eligible winner is listed as an account holder</li> <li>• A prize winner may elect to collect their prize from the Foundation but that selection must be made at the time the prize winner is notified of their win</li> <li>• If a prize is not available for any reason, the Foundation will reach agreement with the relevant winner about a substitute prize that is similar to the unavailable prize and of the same or greater value, subject to regulatory approval</li> </ul>  |

|                  |   |             |               |               |       |             |               |               |
|------------------|---|-------------|---------------|---------------|-------|-------------|---------------|---------------|
|                  | <ul style="list-style-type: none"> <li>• The right to a prize is not transferable or assignable to another person, or redeemable for cash</li> <li>• Photographs or images of prizes are for illustration purposes only and may not depict exact prize detail.</li> <li>• All other costs associated with the prizes which are not expressly stated to be included, including insurance, duties, and taxes, are the responsibility of the winners.</li> <li>• Transfer of any prize to a winner is subject to the production and verification of valid identification and proof that the person is over 18 years of age</li> <li>• The Foundation will not be liable for non-receipt of a prize for any reason</li> <li>• By accepting a prize, the winner agrees to participate in and co-operate as required with all reasonable marketing activities relating to the prize.</li> </ul> |             |               |               |       |             |               |               |
| Unclaimed Prizes | Should all reasonable attempts to contact a prize winner within 3 months of the draw fail, the Foundation will abide by the laws of NSW for the disposition of unclaimed prizes. Refer to the Department of Fair Trading guidelines for more information  |             |               |               |       |             |               |               |
| How to enter     | <p>This is a game of chance and skill plays no part in determining the winners.</p> <p>To enter, players must, during the competition period:</p> <ul style="list-style-type: none"> <li>• Purchase one or more tickets from a registered ticket seller. Payment and contact details will be provided via the Bolsta Raffles platform</li> <li>• A URL that links you to the Bolsta Raffles payment page will be provided by a registered ticket seller</li> <li>• Tickets cannot be issued until payment has been confirmed</li> <li>• Tickets will be provided electronically via the details provided by the purchaser at the time of purchase</li> </ul>  |             |               |               |       |             |               |               |
| Ticket Cost      | <p>Ticket cost is \$5</p> <p>Bonus tickets are offered per the following table</p>  |             |               |               |       |             |               |               |
|                  | Spend   | Std Tickets | Bonus Tickets | Total Tickets | Spend | Std Tickets | Bonus Tickets | Total Tickets |
|                  | \$5   | 1           | 0             | 1             | \$125 | 25          | 25            | 50            |
|                  | \$10  | 2           | 1             | 3             | \$150 | 30          | 31            | 61            |
|                  | \$15  | 3           | 2             | 5             | \$175 | 35          | 37            | 72            |
| \$20             | 4   | 3           | 7             | \$200         | 40    | 43          | 83            |               |

|              |  |    |    |    |         |     |     |     |
|--------------|--|----|----|----|---------|-----|-----|-----|
|              | \$25   | 5  | 4  | 9  | \$250   | 50  | 54  | 104 |
|              | \$30   | 6  | 5  | 11 | \$300   | 60  | 66  | 126 |
|              | \$35   | 7  | 6  | 13 | \$350   | 70  | 78  | 148 |
|              | \$40   | 8  | 7  | 15 | \$400   | 80  | 90  | 170 |
|              | \$45   | 9  | 8  | 17 | \$450   | 90  | 102 | 192 |
|              | \$50   | 10 | 9  | 19 | \$500   | 100 | 115 | 215 |
|              | \$60   | 12 | 11 | 23 | \$750   | 330 | 150 | 180 |
|              | \$70   | 14 | 13 | 27 | \$1,000 | 450 | 200 | 250 |
|              | \$80   | 16 | 15 | 31 | \$1,500 | 675 | 300 | 375 |
|              | \$90   | 18 | 17 | 35 | \$2,000 | 900 | 400 | 500 |
|              | \$100  | 20 | 19 | 39 |         |     |     |     |
| Ticket Sales | <p>The maximum value of ticket sales shall not exceed \$460,000</p> <p>Total tickets available = 92,000 standard tickets plus additional bonus tickets as offered in table above</p> |    |    |    |         |     |     |     |

## General Terms and Conditions

### 1. Acceptance of Terms and Conditions

Instructions and information on how to enter the competition form part of these terms and conditions, and entry into the competition is deemed acceptance of these terms and conditions by the person whose name is completed on the ticket.

These terms and conditions apply to all entries into and/or prizes in the competition.

### 2. The Foundation

The competition is conducted by:

Bolsta Foundation Ltd - ABN 75 641 134 974 ("Foundation")

Further information can be found at [www.Bolstafoundation.org](http://www.Bolstafoundation.org)

### 3. Validity of entries

The Foundation reserves the right, at any time, and in its sole discretion to:

- i. request players to provide proof identity and/or proof of valid entry; verify the validity of an entry; or
- ii. disqualify any player who the Foundation has reason to believe has breached any of these terms and conditions or engaged in any unlawful or other improper conduct or any conduct calculated to jeopardise the fair and proper conduct of the competition.

### 4. Computer system issues

No responsibility is accepted for late, lost or misdirected entries. The Foundation is not responsible for any problems or technical malfunction of any computer system, software or Internet difficulties, including any damage to a player's computer, resulting from participation in

the competition. Any cost associated with accessing or submitting an entry is the player's responsibility.

## **5. Liability**

The Foundation makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as part of the competition. The Foundation will not be liable for any loss or damage or personal injury suffered or sustained in relation to the competition or a prize except for any liability which cannot be excluded by law. The Foundation makes no representations or warranties that the portion of the funds intended to be raised in connection with a particular entity will ultimately be received by that particular entity, which may arise, for example, where the entity is in breach of its registration agreement and/or the relevant portion of the funds are not able to be applied for the nominated and stated Approved Charitable Project.

## **6. Force Majeure**

If the Foundation is prevented from or delayed in performing an obligation by Force Majeure then the obligation is suspended during, but for no longer than, the period the Force Majeure continues and any further period that is reasonable in the circumstances. "Force Majeure" means an event beyond the reasonable control of the Foundation, which occurs without the fault or negligence of the Foundation.

## **7. Delay or modification to conduct of the competition**

If for any reason this competition is not capable of running as planned, including but not limited to tampering, unauthorised intervention, fraud, any technical difficulties or equipment malfunction or any causes beyond the control of the Foundation, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this competition, the Foundation reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to state regulation.

## **8. Charities and not for profit Organisations**

The Foundation has a contract with each not-for-profit organisation that chooses to participate in the competition allowing the Foundation to raise money for them via the competition.

The beneficiaries of the Raffle will be Not-for-profit organisation that have an ABN

The Foundation makes no representations or warranties in relation to the use by the registered charities or not-for-profit organisations of the funds in connection with the competition.

## **9. No affiliation**

Any product or brand names, logos, images and other trademarks featured or referred to within these terms or conditions or on the Foundation's website are the property of their respective trademark owners. Unless otherwise indicated, these trademark owners are not affiliated with the Foundation and do not sponsor, approve or endorse the Foundation.

## **10. Changes to terms and conditions**

At any time, if required by a regulatory authority, the Foundation will make changes to these terms and conditions.

## **11. Privacy Collection Statement**

Bolsta Foundation (ABN 75 641 134 974) is a not-for-profit organisation that partners with other Australian Not-for-Profit organisations to conduct raffles, art unions, or lotteries under Australian state and territory charitable gaming laws.

The Foundation respects each individual it deals with and this extends to respecting and protecting personal information. To the extent that the Privacy Act 1988 (Cth) (Privacy Act), and the Australian Privacy Principles (APPs) governs the way in which the Foundation must manage personal information, the purpose of this statement is to advise you that by entering the competition, you consent to the Foundation collecting, using and disclosing, in accordance with the Foundation's privacy policy, various personal information about you, including your name, address, phone number, and email address.

Personal information may be entered directly by an authorised ticket seller using the Bolsta Raffles app or entered independently into the ticket purchasing web site provided by Bolsta Raffles.

This collection is for the purposes of conducting the competition, locating, verifying, and publishing prize winners, facilitating the Foundation's internal business operations, including internal record keeping and the fulfilment of any legal requirements under charitable gaming laws, analysing the Foundation's goods and services and customer needs with a view to developing new or improved goods and services, providing you with information about the Foundation and the goods and services that the Foundation, or its related entities or organisations that the Foundation has affiliations with, offer that may be of interest to you, and any purpose directly related to any of the above.

If you do not provide the personal information requested, or if the personal information you provide to us is incomplete or inaccurate, the Foundation may not be able to process your entry into the competition or to contact/locate you for delivery of the prize, and the Foundation may be unable to provide you with the information you are seeking.

In order to provide goods and services to you, the Foundation may from time to time disclose your personal information to its employees, contractors, and related and affiliated entities for the purpose of providing its services, operating the Foundation's business, and fulfilling your requests, service providers who assist the Foundation in operating its business (including cloud data storage suppliers, IT suppliers, mail distribution service suppliers, marketing service providers, market research companies, or professional advisors such as lawyers, accountants, and auditors), and any other entity as required or authorised by law (including law enforcement bodies, relevant authorities, and charitable sector or gaming regulators).

The Foundation is not likely to disclose your personal information to overseas recipients, except as permitted by the Privacy Act.

More detailed information about the way the Foundation uses, discloses and secures your personal information, how you can access and correct that information, and how you can make a

complaint about a breach of the APPs can be found in our privacy policy, available by contacting the Foundation at:

- i. Email address: [admin@bolstafoundation.org](mailto:admin@bolstafoundation.org)
- ii. Website: [www.bolstafoundation.org](http://www.bolstafoundation.org)

## **12. Allocation to Participating Organisations**

The Foundation will pay participating Not-for-profit organisations an allocation of 60% of the total proceeds of ticket sales assigned to their organisation. The balance of funds raised from ticket sales will be paid to the Foundation to be applied towards the cost of prizes, transaction fees, access to digital platforms, reasonable expenses for promoting the Raffle and related administrative costs.

If for any reason a participating organisation is be found during the competition period to not meet the necessary obligations to retain their status as a not-for-profit with a valid ABN the Foundation reserves the right to retain that organisation's allocation of ticket sales for use for a purpose that is in accordance with the Foundation's constitution or articles of association.

For more information contact us via email at [Admin@BolstaFoundation.org](mailto:Admin@BolstaFoundation.org)

## **13. Disputes and survival**

13.1 - The laws of New South Wales apply to the competition and these terms and conditions. Players irrevocably submit to the non-exclusive jurisdiction of the New South Wales courts in connection with the competition.

13.2 - Paragraphs 8, 14 and 16.1 survive termination or expiry of the competition.

## **14. Definitions**

"Immediate Family" means a person's spouse and any close family members residing at the same address as a person who is ineligible to purchase a ticket or win a prize in the competition pursuant to clause C.2 of these terms and condition.

"Player" means the person whose name is completed on the ticket.

"Relatives" means a close family member connected by blood, marriage or adoption including de facto partners, but not extending beyond the Immediate family (as required under a minor gaming permit in Tasmania)