

Terms and Conditions

MILTON SHOW SOCIETY – 2023 CAR RAFFLE

ABN: 56 729 615 731

Terms and Conditions

Milton Show Society (ABN 56 729 615 731), (hereinafter referred to as ‘Milton Show Society’ or ‘MSS’ or ‘We’ or ‘Us’ or ‘Our’) is conducting a lucky draw (hereinafter referred to as the ‘Raffle’) for Individuals (hereinafter referred to as ‘Participant’ or ‘Participants’ or ‘Members’ or ‘Entrants’ or ‘Them’ or ‘You’ or ‘Your’). The Raffle will commence on 7th February 2023 at 8am (AEST) and end on the 4th of March 2023 7pm providing the maximum number (500) of tickets have been sold. The draw will take place on the 4th of March 2023 7pm (AEST) providing the maximum number (500) of tickets have been sold. The winner will be drawn and contacted immediately via phone and email. In the event that the maximum number (500) of tickets has not been reached by the intended draw date (4th of March 2023 7pm) MSS reserves the right to extend the raffle end and draw date & time at its discretion. MSS will draw the raffle at 7pm the immediate next day after the maximum number (500) of tickets has been sold should the raffle be extended beyond 4th of March 2023.

1. Conditions of participant entry into the raffle

MSS is giving away a 2023 Kia Rio Sports valued at \$25,590. For a participant to be eligible to enter the raffle, they must purchase a ticket, which will automatically enter them into the raffle. This raffle is open to all Australian residents over the age of 18.

1. The participants are required to purchase a ticket in person via one of our outlets advertised on our social media platforms, which will automatically place them in the raffle.
2. The draw is going to be held at 107 Croobyar Road MILTON NSW 2538, on the draw date mentioned above.
3. There is 1 prize only: 2023 Kia Rio Sports valued at \$25,590
4. There is a maximum of 500 tickets to be sold.
5. This is an annual raffle and ticket numbers remain with the initial purchaser unless not renewed each year. A ticket is renewed each year by paying the ticket sale price before the draw date each year.
6. MSS reserves the right to extend the raffle draw to after sufficient tickets have been sold to cover the cost of the prize: \$25,590 (256 tickets minimum)

7. MSS will extend the draw date until at least the cost is covered by exceeding the minimum ticket sale quantity of 256.
8. All ticket sales will be valid until the car is won.
9. The winners of the raffle will be drawn and announced live via our social media platforms. The winners will be published on our social media and Website.
10. The winner will be contacted immediately via phone if they are not present at the event.
11. Winner will also be advised in writing within 14 days of the draw, and information will be provided on how the prize will be delivered.
12. The vehicle can be collected from the supplier as soon as it is available.
13. The winner can negotiate with the supplier on an alternate use of the prize value, i.e. different vehicle & or upgrades. MSS has no part in any alterations or negotiations to the prize on offer.
14. We will pay the direct registration cost (3 months only). All other costs will be incurred by the Owner.
15. The winner will be responsible for obtaining the road worthy certificate and incurring any cost that may be associated with modifying the vehicle so that it is fit to register.
16. If the prize is unclaimed for longer than the period of 90 days from the initial draw this will be announced and we will conduct a redraw and a new winner will be announced. The winner of the redraw will be published to our Facebook, Instagram and Website on the same date.
17. The raffle is limited to 500 tickets only. Once we reach 500 ticket sales, our draw will automatically be closed. We will announce this via our social media platforms shall we reach the limit.
18. All purchases of tickets are final and cannot be refunded.
19. Each ticket purchase is a one-off payment and is not a subscription
20. Every ticket has an equal and fair chance of winning each prize.
21. To the extent permitted by law, the winner takes the vehicle on an “as is” basis, and Milton Show Society makes no representations or warranties that are not expressly stated in these terms. If a vehicle is not road legal, the winner acknowledges that Milton Show Society will not be responsible for any costs associated with making the vehicles compliant with any laws. Where a vehicle includes custom modifications, the winner acknowledges that replacement parts may not be available in the future. The winner acknowledges that Milton Show Society 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.

2. Conditions of entry

Participants shall be allowed to enter the raffle given the following:

1. They agree to the terms and conditions of the raffle;
2. They purchase a ticket via the outlets (this is a one-off payment).

3. Representation and Warranties of Milton Show Society.

Milton Show Society warrants the following.

- Milton Show Society owns the vehicles involved in the raffle.
- The purpose of this raffle is to promote the Milton Show Society brand and bring awareness to the Milton Show Society brand.
- Entries to the raffle are strictly, and only provided as promotional prizes to the members or customers of Milton Show Society.
- The raffle can be won by any participant who purchases a ticket from our outlet.
- MSS is a registered charity and all funds will go towards MSS events.
- Milton Show Society funds the raffle in whole. Milton Show Society pays for all the prizes.
- The raffle is solely promoted by Milton Show Society, ABN 56 729 615 731

4. Representation and warranties of the participant

The Participant represents and warrants that it shall not contact any affiliate, employee, sponsor, or partner of Milton Show Society in order to manipulate the Raffle results.

5. Queries

The Participant shall be entitled to contact us at miltonshowsociety@gmail.com
All communications in relation to the Raffle must be made via miltonshowsociety@gmail.com.

DISCLAIMER

By purchasing a ticket the Participant agrees to enter the Raffle and agrees that:

- a. Any and all disputes, claims and causes of action arising out of or in connection with the Raffle and the promotional prizes shall be resolved individually without any form of class action.
- b. Any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in entering the Raffle, but under no circumstances will Milton Show Society be responsible for any legal fees;

- c. Participants hereby waive all rights to claim punitive, incidental, or consequential damage and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses incurred in entering the raffle.
- d. In no event will Milton Show Society, their licensees, parents, affiliates, subsidiaries and related companies, their advertising or promotional agencies or their respective officers, directors, employees, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising from access to, or use of, this website, electronic or computer malfunctions, or entrant participation in this raffle, even Milton Show Society was advised of the possibility of such damages.
- e. Milton Show Society reserves the right to disqualify any Participant found to be tampering with or otherwise abusing any aspect of this Raffle as solely determined by Milton Show Society.
- f. In the event the Raffle is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Milton Show Society, that corrupt or impair the administration, security, fairness or proper operation of the Raffle, Milton Show Society reserves the right to suspend, modify or terminate the Raffle.
- g. Milton Show Society reserves the right to use your information for the purpose of marketing, your information will remain confidential and will not be shared with any third party
- h. Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this raffle is a violation of criminal and civil laws, and should such an attempt be made, Milton Show Society reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
- i. Milton Show Society assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible, or misdirected electronic communications, or any combination thereof.
- j. The Raffle is void where prohibited or restricted by law. The administration, security, fairness or proper operation of the Raffle, Milton Show Society reserves the right to suspend, modify or terminate the Raffle.
- k. In consideration for MILTON SHOW SOCIETY awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the advertising or

marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

- l. Entrants are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
- m. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the ability of MILTON SHOW SOCIETY to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, MILTON SHOW SOCIETY may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

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