

**TERMS AND CONDITIONS**  
**St Vincents Hospital Bathurst 2021 Raffle**

<b>Promotion Name</b>	St Vincents Hospital Bathurst 2021 Raffle
<b>Terms and Conditions</b>	Information on how to enter the St Vincents Hospital Bathurst 2021 Raffle and prize(s) form part of these Terms and Conditions ( <b>terms</b> ). By participating, entrants agree to be bound by these terms. Entries must comply with these terms to be valid.
<b>Promotion Website</b>	<a href="http://www.ultimatemotorsportprize.com.au">www.ultimatemotorsportprize.com.au</a>
<b>Promoter</b>	St Vincents Hospital Sydney ABN 77054038872
<b>Promotion Type</b>	Game of chance (raffle)
<b>Ticket Price</b>	\$20.00 each.
<b>Promotional Period</b>	<p>The Promotional Period commences at 12.01am (AEDT) on Saturday 19 June 2021 and closes at 4:30pm (AEDT) on Sunday, 10 October 2021.</p> <p>The Promotional Period is subject to change at the Promoter's discretion (subject to regulatory approval) and all changes will be notified on the Promotion website and to existing ticket holders.</p>
<b>Eligible Entrants</b>	<p>Entry is open to all Australian residents over 18 years of age except for residents of Western Australia.</p> <p>The Promoter is responsible for determining whether a company is eligible to enter in its absolute discretion.</p>
<b>Draw</b>	<p>This promotion is a game of chance. Skill plays no part in determining the winners.</p> <p>The Promoter will randomly draw the prize winners using a barrel draw system at 3-7 Garling Road, Kings Park, NSW, 2148, at 5pm (AEDT) on October 10, 2021.</p> <p>An independent scrutineer/Justice of the Peace will observe the Draw process and announcement of the winners.</p> <p>The first valid entry randomly drawn will win the first prize. The second valid entry randomly drawn will win the second prize. The third valid entry randomly drawn will win the third prize.</p>
<b>Prizes</b>	<p>There are three (3) prizes to be won:</p>

**Major Prize: First Prize – The Ultimate Motorsport Prize**

The first drawn entry will win a return 2021 trip to the Bathurst 1000 from the winner's nearest capital city. This prize must be taken in 2021.

Included in the prize:

1. 2 nights' accommodation at Bathurst

2. Wave the starter's flag for the Bathurst 1000
3. Ride around Mt Panorama in the Supercars safety car
4. 3-Day Supercars Paddock Club
5. Presentation of the PIRTEK Pit Stop Challenge trophy on Friday Night
6. Meet the race winners in PIRTEK Victory lane
7. VIP tour of the Dick Johnson Racing pits
8. Behind the scenes tour of Mt Panorama - including visit to the top of the mountain and the podium
9. VIP (After hours) tour of the National Motor Museum at Mt Panorama
10. Opportunity to change the wheel on a V8 Supercar
11. Helicopter flight around Mt Panorama
12. Access to the grid before the race for the national anthem
13. A personal tour of the Supercars TV compound hosted by Neil Crompton
14. A Photo taken with the Peter Brock Trophy on the podium
15. A Visit to Race Control
16. A signed photo with the race winners as the ultimate momento of the whole experience
17. PIRTEK Merchandise pack

### **Second Prize**

The second drawn entry will win:

1. 2 Corporate Paddock Club tickets
2. 2 course car rides
3. 2 grid walks at 2022 Supercars event of your choice in Australia or New Zealand
4. PIRTEK Racing Merchandise pack

### **Third Prize**

2 General Admission tickets to a 2022 Supercars event of your choice in Australia or New Zealand. PIRTEK Racing Merchandise pack.

The total prize pool value is **\$30,000.00**

### **Notifications**

The Winners will be notified by email and telephoned within 2 days of the draw.

Transport to the winner's closest Australian Capital City for flights is at the winner's expense.

The names of the prize Winners will be published on the Promoter's Website on October 10, 2021

The names of the prize Winners along with their town and state location will be published in The Advertiser on next available publication date after the prize is drawn.

### **Prize Claim**

Winners have 12 months from the date of notification to claim their prize.

### **Redraw Policy**

If a winner resides in either the ACT or NSW and their prize is not claimed within 3 months of the Draw then another ticket for this prize will be drawn from ACT or NSW entrants only. The redraw winner has 12 months from date of notification to claim their prize.

<b>Unclaimed Prize</b>	If a prize is not claimed after 12 months from notification, then the raffle organiser will advise the regulatory bodies in each state as required and seek their direction and/or approval to sell the prize and apply the sale proceeds to the beneficiary's purpose
<b>Unavailability of Prize</b>	If the Prize (or any part of the Prize) becomes unavailable for any reason whatsoever, including reasons beyond the Promoter's control, the Promoter may in their absolute discretion either substitute a prize (or the relevant part of a prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority, or postpone the taking of the prize or any part of it.
<b>Limitations of Liability</b>	<p>The Promoter (and any related party of the Promoter) is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the winner(s) accepting and/or using the Prize, except for any liability which cannot be excluded by law. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as arising from, or in connection with the Prize supplied by the prize supplier, or the conduct of the prize supplier.</p> <p>To the extent permitted by law, the Promoter (and its agents or distributors) do not owe the winner or any entrant any duty of care and will not in any circumstances be responsible or liable to compensate the winner or any entrant or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees.</p> <p>The winner(s) accept the prize and undertake the activities in the prize at their own risk and having considered the risks inherent in those activities.</p>

### **General Terms and Conditions**

1. The details above and the following clauses collectively form the terms and conditions of the Promotion **(Terms and Conditions)**.
2. Other than for the laws applicable in each state to games of chance which cannot be excluded, the Terms and Conditions of this Promotion are otherwise governed by the laws of the State of NSW.
3. All dollar values are in Australian Dollar Currency.
4. By entering the competition the entrant agrees that they are over the age of 18 years.
5. Each entrant is responsible for ensuring their familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
6. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
7. The Promotion is not valid in conjunction with any other offer.
8. The Promotion may be extended at the Promoter's absolute discretion
9. Entrants can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
10. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility or breach of these Terms and Conditions after the Promoter has awarded a prize to the ineligible person. Payment of the prize value to the Promoter may be required by the Promoter if this occurs.

11. Incomplete, indecipherable or illegible entries will be deemed invalid. Entrants are responsible for ensuring their correct personal information and contact email address are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an entrant fail to receive their prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
12. Entries are deemed to be received at the time of receipt into the Promoter's database, not the time of transmission by the entrant.
13. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion.
14. The Promoter may, in its sole discretion, declare any entry or entrant invalid if the entrant:
  - a. submits an entry outside the Promotional Period;
  - b. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, the prize supplier, another entrant or potential entrant of, or anyone else associated with, this Promotion;
  - c. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
  - d. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
15. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including, without limitation, an entrant's identity and place of residence). Errors and omissions may be accepted or rejected at the Promoter's absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
16. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.
17. The Promoter will telephone and email winners to advise them of their win, ask for acceptance of the prize and confirm their postal address (Win Notification).
18. If a winner:
  - is determined to be ineligible by the Promoter, then the Promoter will reclaim the prize.
19. It is a condition of accepting the prize that the entrant must comply with all the conditions of use of the prize and prize supplier's requirements. The entrant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize supplier in their absolute discretion. The prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the prize as stated.
20. The Promoter may communicate or advertise this Promotion via social media platforms (Platforms) including, without limitation, Facebook and Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with these Platforms. Entrants are providing their information to the Promoter and not to the Platforms. Each entrant completely releases the Platforms from any and all liability.
21. The prize is subject to availability, not transferable and not exchangeable for cash.
22. If a prize is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority, or to cancel the prize if substitution is not reasonably possible.
23. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees).
24. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its 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 Promotion, including, but not limited to, where arising out of the following:
  - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);

- b. any theft, unauthorised access or third party interference;
  - c. any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - d. any variation in prize value to that stated in these Terms and Conditions;
  - e. any tax liability/implications incurred by an entrant; or
  - f. use of a Prize.
25. Winners of the Promotion:
- a. acknowledge that the Supercars safety car ride, helicopter ride, and associated activities contain elements of risk and danger;
  - b. acknowledge that the decision to participate in the prize draw and the decision to accept the prize is theirs alone;
  - c. accept full responsibility for their own safety and the risks and consequences of Supercars safety car ride, helicopter ride, and associated activities;
  - d. hold the Promoter and all of its associated companies and entities and franchisees blameless;
  - e. release and discharge the Promoter, and its associated companies and entities from any liability; and
  - f. indemnify the Promoter, its associated companies and entities franchisees in relation to any claims, actions, suits and court proceedings brought against it or any of them arising from the conduct of the Promotion.
26. Any attempt to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and/or civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
27. In participating in the Promotion and accepting the Prize, each winner agrees to participate and co-operate as required in all editorial and marketing activities relating to the Promotion, including, without limitation, being interviewed, photographed and video recorded (Material). Each winner agrees to granting the Promoter a perpetual, non-exclusive, non-revocable, and royalty-free licence to use such Material in all media, including, without limitation, online social networking sites, and the winner will not be entitled to any fee for such use.
28. If there is any dispute, disagreement or ambiguity relating to any of the points contained in these Terms and Conditions an Entrant may contact the Promoter in the first instance for resolution. If resolution is not reached between the Entrant and the Promoter; the Promoter will appoint an independent mediator.

#### **DELIVERY**

29. The Promoter will make reasonable efforts to deliver Prizes to the addresses provided by winners. The Promoter highly recommends a current residential street address be provided for ease of correspondence and delivery. The Promoter cannot guarantee that any Prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to winners.
30. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes that are damaged, stolen, misdirected or lost in transit.

#### **PRIVACY AND PERSONAL INFORMATION**

31. Participation in this Promotion is conditional on providing personal information. This includes names, emails, phone numbers and addresses. All information entrants provide will be used by the Promoter for the purpose of administering this Promotion and awarding the prizes. The Promoter may disclose entrants' personal information to the prize supplier as well as the Promoter's contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities.
32. The Promoter will otherwise handle entrants' personal information in accordance with its Privacy Policy which is available on request.