

my chrity raffle

**Paris Experience 2024 Trade  
Promotion**

**Terms and Conditions**

## My Charity Raffle: Paris Experience 2024 Trade Promotion

### Terms and Conditions

1. My Charity Raffle: Paris Experience 2024 Trade Promotion (Promotion) is conducted by Insight Holdings Consolidated Pty Ltd trading as My Charity Raffle (ABN 55 111 803 475) of Level 3, 72-80 Cooper Street, Surry Hills NSW 2010. (Phone 1300 855 226).

#### 2. Promotion Particulars

Prize description	Once in a lifetime trip to Paris for two people to attend Paris Fashion Show and VIP Afterparty, and to enjoy the city of light. Return Premium Economy class airfare for two people, 3 nights' Five Star accommodation, tickets to selected fashion entertainment. Departure and return date available on the Mycharityraffle.com.au website. See Clause 5 for further details.
Permit No.	The Promotion is authorised under NSW Permit No. TP/03470 and complies with the rules in QLD, VIC, ACT, TAS, NT and WA.
Eligible Entrant	Individuals of at least 18 years of age who reside in Australia subject to eligibility requirements in Clause 2. Residents from SA are not eligible.
Prize value – retail value	Up to \$AUD 45,000 See Clause 56
Open Date	Friday, 10 May 2024
Close Date	Sunday, 1 September 2024 11:59pm AEST
Draw Date	Monday, 2 September 2024 2pm AEST
Winner Notification	Monday, 2 September 2024
Prize Claim Date	Friday, 6 September 2024
Draw Location	My Charity Raffle of Level 3, 72-80 Cooper Street, Surry Hills NSW 2010 and livestream at mycharityraffle.com.au
Travel Conditions	Winner and companion must have passport (clear 6 months to expiry) and qualify for travel insurance.

For more detail, please refer to the Clause 1 Definitions.



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Information on how to enter the game and the particulars are provided on the website [www.mycharityraffle.com.au](http://www.mycharityraffle.com.au) By participating, entrants agree to be bound by these conditions which take priority over other information, instructions or terms. Entrants, contacts and prize winners must comply with these conditions. Entry into this competition is deemed acceptance of these terms and conditions.

The purpose of this promotional game is to promote the business and website of My Charity Raffle at [mycharityraffle.com.au](http://mycharityraffle.com.au) See relevant policies including the My Charity Raffle Privacy Policy at the links below.

These conditions and relevant state rules and permits apply to this game. All conditions comply with conditions provided by Australian states. Entry from some states may be cancelled until permits are issued and sales may be restricted in certain parts of Australia which may result in the cancellation of entries. These rules may be updated to comply with specific state permit requirements.

Entries in the game are provided free of charge or are provided as the result of a purchase via the [MyCharityRaffle.com.au](http://MyCharityRaffle.com.au) website and no skill is required.

## 1. Definitions

These definitions are used in these terms and conditions :

The expressions open date, close date, draw date, notification date, delivery date and claim date will have the meaning apparent from the paragraph in which they are used and the particular dates or values set out in the promotion particulars table.

Authority Number means the numbers issued by state authorities. The following states do not require that a permit be obtained for this promotion: Queensland, Victoria, Western Australia, Tasmania, Northern Territory.

Companion means the person chosen by the winner to accompany the winner on the trip.

Draw or game means the prize draw in the promotion game conducted under these rules.

Game means the game available to enter under these rules.

Promotion particulars are the game dates and other details set out in the Promotion Particulars table above and at website [www.mycharityraffle.com.au](http://www.mycharityraffle.com.au).

Prize means the major prize described in clause 5 of these terms and conditions.

Offer means an invitation or proposal to provide free entries in the promotion.

Our, us and we mean the promoter, My Charity Raffle.

Promoter means Insight Holdings Consolidated Pty Ltd trading as My Charity Raffle (ABN 55 111 803 475), Level 3, 72-80 Cooper Street, Surry Hills NSW 2010.

Promotion means the games and advertising and marketing operated by the promoter under these rules and required permits and consents.



Promotional period means the time between the time and date of the open date and close date of the promotion for entry applications and required payment set out in the game particulars.

In these conditions any expression or term in the singular includes the plural and vice versa.

## 2. Eligible Entrants

A member of the public can be eligible to enter under the following conditions:

- a. Entry in the game is only open to persons who receive an invitation to enter or have made a purchase pursuant to these conditions.
- b. Entrants must be 18 years of age and able to personally receive the prize at the address in Australia provided to the promoter.
- c. Employees or officers of the promoter, clients of the promoter and any prize or service provider directly involved in the promotion (and their immediate families) are ineligible to enter.

## 3. How to Be Entered in the Game

To become an entrant in this promotional game an eligible entrant must receive from the promoter an offer of entry in the game, or make a purchase from mycharityraffe.com.au as advertised.

To become an entrant you must, on a provided form or in phone calls or when speaking in person provide and permit use of all requested contact details, acknowledge and accept our terms of entry and privacy disclosure and conditions (available on our website) and receive a confirming email or text.

The entrants name and contact details in the game must match both that the paid entrants name and contact details for a purchase via the MyCharityRaffle.com.au website and if relevant, also match the valid identification to be provided when being offered or claiming the prize.

To be an offered entrant in a game, eligible entrants must receive an approach or offer by digital marketing, phone, email, text or in writing which includes an offer to become an entrant, must take any required steps on the mycharityraffe.com.au website (such as responding to the offer and answering questions) and the eligible entrant has not, prior to the close date requested to be withdrawn from the game or is uncontactable or has refused to receive offers to participate in a purchase via the MyCharityRaffle.com.au website.

An offered entrant must provide the information requested on the form at the mycharityraffe.com.au website.

An offered entrant receives one (1) entry in the game and must not enter on numerous occasions. Duplicate entries will be cancelled. Attempts to vary entry details to create multiple entries will if detected result in cancellation of all relevant entries. An offered entrant may at the MyCharityRaffle.com.au website purchase entries in order to add extra chances to win. The winners travelling companion may be an offered entrant but is not otherwise entitled to prize benefits beyond the offer to travel provided by the winner.

To become a purchaser entrant an eligible entrant must;



- a. be a fully paid purchaser of a product from the site mycharityraffle.com.au.
- b. be available to accept the prize at the dates and time specified at mycharityraffle.com.au

A purchaser entrant will receive entries according to the table below. This game counts the value of purchased entries paid for as at the close date of the draw and not the value of entries in any other promotion.

Charity Raffle Purchase	Game Entries
Buy up to \$10 in tickets	10
Buy up to \$30 in tickets	30
Buy up to \$50 in tickets	100

The maximum number of entries which may be received by an individual in this game is 400.

#### 4. Distribution of Entries

Entry into the draw will open and close at the open date and close date, respectively at the times and dates set out in the game particulars. The open date will begin from 12.00 am and all close dates will end at 12.01 am on the identified date. All references to time refer to Australian Eastern Daylight Time.

Each purchaser entrant who is eligible for an entry must have finalised each payment prior to the closing dates stated in the game particulars. The date of bank clearance of payment as determined by the promoter and its systems will determine if the purchaser entrant has paid and therefore whether that entrant will play.

Entries and applications remain the property of the promoter and may therefore not be sold, assigned or transmitted without the consent of the promoter and prize provider.

#### 5. Prize Details

Prize provider is MGI Entertainment Pty Ltd and other suppliers including airlines and hotels. The trip prize is for two adults only.

The prize is

- A Premium economy return airfares and airline taxes from Sydney, New South Wales to the prize destination and transfers to accommodation. The winner and the winner's companion must travel to the Australian point of departure at the same time and use share accommodation unless other arrangements are made.
- B Four Star (or higher) accommodation, breakfasts and activities as specified are included.
- C Additional prize inclusions:
  - 2 prize winners to attend 1 leading brand fashion show including front section access.
  - VIP After-party access
  - Private luxury Sedan transfer



Travel is only available on the notified travel dates. All bookings and documentation regarding the prize must be made via MGI Entertainment or their agents.

Receiving the prize is conditional on acceptance of the terms and conditions of travel as detailed by MGI Entertainment and the airline carriers in accordance with normal travel practices.

The prize is not refundable or transferable. In the event the winner is under the age of 18 years, he or she must be accompanied by a parent/guardian as companion. The winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. Prize winner and travel companions must have valid travel insurance and where necessary valid visas, valid passports, for their period of travel.

The total maximum retail value of the major prize is \$ 45,000 (together with any broker fees, GST or other taxes). Prize values are correct as of 25 April 2024, but to the extent permitted by law, no responsibility is accepted by the promoter for any variation in the value of the prize after that time.

## **6. Prize Exclusions and Travel conditions**

The following expenses are not part of the prize and must be borne by the winner: Travel costs to the draw (There is no requirement to attend the draw in person), travel insurance, travel from the winner's home to point of departure, and changes in value will not be added to the prize or paid by the promoter. Any additional spending money, meals (other than those included or specified), drinks, ground transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes, energy surcharges, gratuities, services charges, passports, visas, and all other ancillary costs, including but not limited to travel or other insurance, pandemic related disruptions, and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and their nominated travelling companions as those expenses are incurred. The winner is responsible for ensuring that they and their travelling companion are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.

The winner authorises the promoter to collect their personal data and provide it to any relevant independent suppliers and government/public authorities relevant to the entry and the prize including flight and accommodation bookings.

If the winner, through any legal or physical incapacity or otherwise, is unable to receive the prize, he or she may assign the prize to another person who is also in the draw as approved by the promoter. The promoter accepts no responsibility for any such arrangements between the winner and an assignee.

The promoter accepts no responsibility for any accidents, misadventure, injury, loss or death arising from the use of the prize after the delivery and acceptance of the prize by the winner.

The prize as stated will be delivered and no compensation will be payable if the winner is unable to use the prize as stated. The prize must be taken as stated and no compensation will be payable if a winner is unable to redeem the prize as stated.

A prize which is not cash, cannot be exchanged or redeemed for cash with the promoter or



supplier and must be used or not used by the winner subject to any specific exception referred to here. It is a condition of accepting the prize that the winner accepts any conditions of use of the selected prize.

If any prize is unavailable, the promoter, in its discretion, reserves the right to substitute the prize (or that part of the Prize) with a prize of equal or greater value or experience value, subject to any written directions from a permit authority. The details of any alternative or additional prize will be published on [www.mycharityraffle.com.au](http://www.mycharityraffle.com.au)

## 7. Prize Draw

Entries are allocated to each invited and purchaser entrant by the promoter prior to the draw. A valid entrant is; eligible to enter, allocated entries under these terms and is not in breach of these terms and conditions and has not cancelled participation prior to the close date. Notice of the allocation of entries prior to the draw may not be provided.

In preparation for the draw the promoter will identify valid entries and invalidate duplicate or disqualified entrants and prepare a list of active entry numbers from which the winner will be chosen.

The draw for the prize winners will be conducted from 2.00pm AEST on the draw date specified in the game particulars by randomly selecting a single number from those allocated to each valid entrant. The prize draw may be conducted on a live webcast.

There will be one prize available for entrants from all participating states of Australia for acceptance by the person first drawn from the valid entries.

At the time of the draw the promoter will attempt to contact the selected entrant by telephone. If the entrant is not contactable or if contacted does not accept the prize the promoter may draw a new entrant. The process of draw and contact will continue to a maximum of 100 draws until an entrant is chosen who is contacted, available to travel and is a valid entrant under these terms and conditions. That person shall be declared the prize winner by the promoter.

The prize and these conditions must be accepted by any person drawn before being declared the prize winner. The person first drawn must:

- have a current passport and provide a copy,
- be available to travel on the prize travel dates, and
- be able to obtain travel insurance for the trip at their expense.

The prize winner's companion must also satisfy those conditions before travelling.

Any entrants determined in accordance with this clause will be notified by telephone. The promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the promoter.

## 8. Notification of Winners

The prize winner will also be notified in writing immediately following the prize draw that is on or before the notification date stated in the game particulars. The winners' name will be published in a notice on [www.mycharitypromotion.com.au](http://www.mycharitypromotion.com.au) See clause 23 below as to publicity.





## **9. Right of the Promoter to Select Reserves or Further Draws**

At the time of the 10 or more additional reserve entrants will be drawn by the promoter. In the event that the prize winner does not in writing claim the prize within 4 days of notification in writing or cannot or declines to participate in the prize, or cannot after reasonable efforts be reached, the promoter reserves the right to withdraw the prize and award the prize to the first or subsequent reserve winner or to another person drawn again from the valid entries as the prize winner. The reserve winner is not a consolation prize winner and will not be named and shall remain confidential to the promoter unless needed for the purpose of awarding the prize.

Reasonable efforts to find the prize winner are web search and telephone enquiry.

## **10. Behaviour Policy**

The promoter reserves the right to exclude from the game draw or from receiving the prize any entrant, companion or winner whose personal statements or behaviour would if repeated impose challenges upon or bring into disrepute the prize suppliers, the promoter or My Charity Raffle. Please see the Travel Behaviour Policy.

## **11. Disputes**

The promoter's decision is final and binding – no correspondence will be entered into. To query any aspect of this game please contact the promoter. See contact particulars below. A winner who is unable to use a prize shall have no claim to compensation.

## **12. Use of Prizes**

Prizes may not, without the prior consent of the promoter and any supplier of the prize (supplier), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the promoter or the supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered.

## **13. Entry Errors**

The promoter accepts no responsibility for late, lost, misdirected, delayed, ineligible, incomplete or corrupted entries or for any other reason. The promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the promoter's control, or unauthorised access to or alteration of the promotion. If such problems arise, then the promoter may (where necessary with the approval of the relevant permit authority) modify, cancel, terminate or suspend the promotion. Further, the promoter at its sole discretion may recommence this promotion under the same conditions.

## **14. Delivery of Prize**

All reasonable attempts will be made to deliver the prize tickets within 14 days of awarding the prize. See delivery date in the game particulars.



## 15. Contact Details

If an entrant's contact details change at any time between the date which they apply to enter the promotion and any draw date, that entrant must notify the promoter of their correct contact details immediately.

## 16. Verification of Identity

The promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this promotion. Verification is at the discretion of the promoter, whose decision is final. The promoter reserves the right to disqualify any individual who provides false or misleading information, fails to provide all requested information, is in breach of these conditions, conspires with others or alone tries to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this promotion, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The promoter's legal rights to notify authorities, recover damages or other compensation from such an offender are reserved.

## 17. Purchase Record

If entrants are required to purchase a product to enter, it is a condition of the prize being awarded to the winner that the winner retain a record of their original purchase which is consistent with records kept by the promoter.

## 18. Use of the Prize

The prize or prizes are offered for personal enjoyment and not for commercial or business purposes.

The promoter will not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the promotion, except for any liability which cannot be excluded by law.

Any prize supplied by a supplier is provided subject to the usual terms and conditions of that supplier.

## 19. Release and Liability

The promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any consumer guarantee under the Australian Consumer Law which cannot be excluded. Nothing in these 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).

If in the conduct of this promotion, the promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the Competition and Consumer Act 2010 (Cth) or is implied by any other Commonwealth, state or territory law that cannot by law be excluded, the promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of any participating purchase.



## 20. Winner to Provide Release

Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release the promoter from any liability arising from the use or participation in the prize. Without limiting the previous paragraph, the promoter and its agents, staff or related companies disclaim any liability for any consequential damage, loss or delay in transit of the prize.

## 21. Promotional Images

Entrants or winners or the winners travel companion in this game, as a condition of entry in the game consent to the use by the promoter of the winners' name, positive comments and feedback, image (including still and video image) and/or voice in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion and any successor promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the promoter. The promoter does not warrant that materials created under this clause will be used. The promoter or its staff may provide assistance in support of the objects of this clause including photographers and copywriters. Please see the Social Media Policy.

## 22. Privacy

Name and contact details from entrants, the personal information of each entrant, will be collected and used for the purpose of processing and conducting the promotion, which may include disclosure to third parties, the promoter's associated entities, agencies and contractors (including call centres, advertising agencies and direct mail houses), for direct marketing of products by My Charity Raffle or the service provider and for promotional purposes, public statements and advertisements surrounding this promotion. For the purposes of public statements and advertisements, the promoter may publish the winner's first name, surname initial and state of residence. By entering this promotion entrant's consent to the use of their information as provided and agree that the promoter may use this information or disclose it to other organisations that may use it, in any media for future promotional purposes of the services of My Charity Raffle and the service provider without any further reference or payment to the entrant. The promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of the promoter's privacy policy can be viewed on [www.mycharityraffle.com.au](http://www.mycharityraffle.com.au). Entrants may access, change and/or update their personal information by contacting the promoter [promotion@mycharityraffle.com.au](mailto:promotion@mycharityraffle.com.au)

## 23. Governing Laws

This game is governed by the law and game licence applicable to the entrant and all parties submit to the jurisdiction of the courts of New South Wales.

## 24. Contact

To reach the promoter please use this email address or this phone number:

[promoter@mycharityraffle.com.au](mailto:promoter@mycharityraffle.com.au) 1300 855 226



## 25. Complaints

To provide feedback or complaints please direct any query to [customerservice@mycharityraffle.com.au](mailto:customerservice@mycharityraffle.com.au)

All Complaints will receive attention from a senior member of the promoter's staff.

## 26. Promoter Policies

Website Terms and Conditions  
AML– Know Your Customer Policy  
Responsible Gaming Policy  
Social Media Policy  
Travel Behaviour Policy

## 27. Privacy Policy

Please see My Charity Raffle Collection Statement and Privacy Policy

