
TERMS AND CONDITIONS
St Vincents Hospital Ultimate Indy 500 2024 Raffle

Promotion Name	St Vincents Hospital Ultimate Indy 500 2024 Raffle
Promotion Details:	<p>The Raffle commences on the 25th of September 2023, closes on the 4th of March 2024 and will be drawn on the 4th of March 2024 at 3-7 Garling Road, Kings Park, NSW, 2148 at 5pm.</p> <p>This raffle is being held for St Vincent's Hospital Sydney ABN: 77054038872, 390 Victoria Street, Darlinghurst, NSW, 2010.</p>
Terms and Conditions	<p>Information on how to enter the St Vincents Hospital Indy 500 Raffle and prize(s) form part of these Terms and Conditions (terms).</p> <p>By participating, entrants agree to be bound by these terms.</p> <p>Entries must comply with these terms to be valid.</p>
Promotion Website:	www.ultimatemotorsportprize.com.au
Promoter	St Vincents Hospital Sydney ABN 77054038872
Promotion Type	<p>Game of chance (raffle)</p> <p>This promotion is a game of chance.</p> <p>Skill plays no part in determining the winners.</p>
Ticket Price	\$20.00 each
Promotional Period	<p>The Promotional Period commences at 12.01am (AEST) on Monday 25 September 2023 and closes at 4:30pm (AEST) on Monday 4 March 2024.</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>
Eligible Entrants	<p>Entry is open to Australian residents over 18 years in the following states – ACT, NSW, NT, QLD, TAS, VIC.</p> <p>The Promoter is responsible for determining whether a company is eligible to enter in its absolute discretion.</p>
Draw :	<p>The Promoter will randomly draw the prize winner using an electronic draw system at 3-7 Garling Road, Kings Park, NSW, 2148, at 5.00pm (AEDT) on Monday 4 March 2024.</p> <p>An independent scrutineer/Justice of the Peace will observe the Draw process and announcement of the winners. Ticket buyers do not have to be present at the draw.</p> <p>The first valid entry randomly drawn will win the first prize.</p> <p>There is only one prize to be won.</p>
Prizes:	<p>The Indy 500 2024 Prize</p> <p>The first drawn entry will win a return 2024 trip for two to the Indy 500 in Indianapolis, USA from the winner's nearest capital city.</p> <p>This prize must be taken in 2024 on the dates of the Event: Indy 500 24-28 May 2024.</p> <p>There is only one prize.</p> <p>Included in the Ultimate Indy 500 prize:</p> <ul style="list-style-type: none">▪ Two return economy airfares to Indianapolis from your nearest Australia capital city for you and a friend▪ Four nights accommodation in Indianapolis

- Airport and racetrack transfers
- \$US1000 spending money
- Meet and greet with Scott McLaughlin and/or Will Power
- Personal tour of the Team Penske garage
- Access to the Team Penske hospitality area
- Police escort to the track on race day
- Race tickets
- Reserved seats at the legendary downtown Saturday parade
- Access to the starting grid and pitlane for the 2024 Indianapolis 500
- Meet and greet with US-base Australian NBC commentator Leigh Diffey and tour of the event's TV compound and studio
- Team Penske merchandise pack
- Pirtek Merchandise pack
- Personal tour of the Indianapolis Motor Speedway museum
- Photo on the Indy 500 podium
- Photo with the famous Indianapolis 500 BorgWarner trophy
- Ride in a 2-seater Indy car at the IMS with Matthew Brabham
- Personal concierge from 2016 Pirtek Team Murray owner: Brett "Crusher" Murray

Notifications: The Winner will be notified by email and telephoned within two days of the draw. Transport to the winner's closest Australian Capital City for flights is at the winner's expense. The name of the prize winner will be published on the Promoter's Website and associated socials on 5 March 2024. Details of the Winner(s) will be displayed at www.ultimatemotorsportprize.com.au/ and www.rafflelink.com.au/ultimateindy500prize

Prize Claim The winner of the prize is bound by the dates of Indy 500 2024 to claim their prize.

Redraw Policy: If the winner resides in either the ACT or NSW and their prize is not claimed within seven (7) weeks of the Draw (22 April 2024), then another ticket for this prize will be drawn from ACT or NSW entrants only. The redraw winner has 2 weeks from date of notification to claim their prize. The redraw is subject to the conditions outlined in the Prize Claim. The Promoter will randomly re-draw the subsequent prize winner at 3-7 Garling Road, Kings Park, NSW, 2148, at 5.00pm (AEDT) on 22 April 2024.

Unclaimed prize: If a prize is not claimed after 10 weeks, 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

Unavailability of Prize 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.

Limitations of Liability 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. 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. 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.

Permit/Licence for ACT : ACT R23/00169, QLD Exempt-Sales Capped at \$50,000. Persons under the age of 18 years are unable to enter.

The odds of winning the stated prizes based on the total possible ticket sales displayed are: Prize 1/7500. Prizes are not transferable and non-cash prizes are not redeemable for cash unless otherwise stated or permitted by state regulations. Prizes may be substituted, subject to each participating state's legislative requirements. Some images are display only and may not be a true reflection of the prize.

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 two-seater Indycar 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 the two-seater Indycar 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 cooperate 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.

This raffle is hosted for a service fee by RaffleLink a registered business of Lighthouse Group Pty Ltd ABN: 83161197860, PO Box 6758, Upper Mount Gravatt QLD 4122. Lighthouse Group Pty Ltd as RaffleLink is committed to selling raffle tickets responsibly to support community and charitable organisations.