

## **Elders, RFDS, Leicht's CIA Cattle Crush Raffle**

### *Terms and Conditions of Entry Queensland*

1. The promoter is the Royal Flying Doctor Service of Australia (Queensland Section) Limited (ABN 80 009 663 478) (**Promoter** or **RFDS**) of 12 Casuarina Street, Brisbane Airport, Queensland.
2. The Elders, RFDS, Leicht's CIA Cattle Crush Raffle (**Promotion**) commences at 8:00am AEST on Friday, 15<sup>th</sup> March 2024, and closes at 1:30pm AEST on Friday, 10<sup>th</sup> May 2024 (**Promotion Period**).
3. To be eligible to enter the Promotion, you must purchase an Elders, RFDS, Leicht's CIA Cattle Crush Raffle ticket (**Raffle Ticket**) during the Promotion Period. Each Raffle Ticket number corresponds to one entry into the Promotion. One entry costs \$5.00 (inclusive of GST) and a \$1500.00 book of tickets is 300 entries.
4. Entries are open to Queensland residents aged 18 years or over (**Eligible Participant**). The purchase of a Raffle Ticket and entry into the Promotion detailed in these terms and conditions is deemed acceptance of these Terms and you warrant that you are not prohibited from entering the Promotion or accepting a prize
5. The Promotion entry process:
  - 5.1. Raffle Tickets must be purchased from an Elders Rural Services Australia Limited (ABN 72 004 045 121) (Elders) branch situated in Queensland (**Participating Branch**) or other participating outlet;
  - 5.2. Every Raffle Ticket purchased by an Eligible Participant will be given one (1) entry into the draw; and
  - 5.3. You must provide your contact details (including name, email address and contact number) to a representative at your Participating Branch at the time of purchase of the Raffle Ticket.
6. The winner will receive a specially branded RFDS, Elders, Leicht's CIA Cattle Crush which has a retail value of \$11,300 (inclusive of GST) (the **Prize**).
7. The Prize is non-transferrable, nor redeemable for cash.
8. Promotion draw process:
  - 8.1. The winner will be drawn from a pool of Eligible Participants that purchased a Raffle Ticket from a Participating Branch during the Promotion Period;
  - 8.2. The winner will be determined by a random draw conducted by a representative of the RFDS at the Elders Pavilion at Beef Australia (Rockhampton Showgrounds, New Exhibition Rd, Wandal QLD 4700) at 2:00pm AEST on Friday, 10<sup>th</sup> May 2024;
  - 8.3. The winner will be notified by telephone within 7 days of the draw; and
  - 8.4. If the Promoter is unable to contact the winner by Friday, 17<sup>th</sup> May, 2024, then a redraw will be conducted at 12:00pm AEST on Monday, 19<sup>th</sup> May 2024, in the same manner, at 12 Casuarina Street, Brisbane Airport and from the same pool of eligible participants as the first draw.
9. Details of the winner will be published:
  - 9.1. on Elders' website via <https://elders.com.au>;
10. The winner must participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. The winner

authorises the Promoter and any Participating Branch to use such content for advertising and publicity purposes in any media in perpetuity worldwide.

11. The Promoter reserves the right to:
  - 11.1. determine the validity of any Raffle Tickets and entries in the Promotion;
  - 11.2. seek further clarification from you in relation to your entry/ies and compliance with these Terms and Conditions;
  - 11.3. disqualify any participant who:
    - a. is not an Eligible Participant;
    - b. tampers with or benefits from any tampering with the entry process or with the operation of the Promotion;
    - c. acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing The Promoter or its officers, directors, employees, agents or contractors; or
    - d. contravenes these Terms and Conditions.
12. The Promoter's decisions in relation to the Promotion, including the eligibility of Raffle Tickets, participants, transactions to participate in this Promotion and the drawing process are final and the Promoter is not obliged to correspond with you in relation to these matters.
13. The Promoter, each Participating Branch and their respective officers, employees, agents and contractors are not responsible for:
  - 13.1. lost, illegible, misdirected, incomplete or damaged Raffle Tickets and entries; and
  - 13.2. incorrect or inaccurate transcription of information, human error, technical malfunctions, lost or delayed Raffle Tickets and entries,and to the maximum extent permitted by law, any liability for any incidental or consequential damage, however caused, whether in contract or in tort, arising out of the Promotion is expressly disclaimed and excluded.
14. By participating in this Promotion, you acknowledge and agree that the Promoter and each Participating Branch:
  - 14.1. will collect and use your personal information in order to conduct the Promotion;
  - 14.2. may disclose your personal information to its contractors and/or agents to assist it in conducting the Promotion; and
  - 14.3. may use your personal information for future promotional, marketing and publicity purposes unless otherwise directed by you in writing.
15. The Promoter will store, access, use and protect your personal information in accordance with the following privacy policy: <https://www.flyingdoctor.org.au/privacy-policy/>
16. Each Participating Branch will store, access, use and protect your personal information in accordance with the following privacy policy: <https://elders.com.au/privacy-policy/>.
17. In circumstances where the Prize has become unavailable for reasons beyond the control of the Promoter, then it reserves the right to substitute the Prize for an alternative of the same value in the event that it fails to reach mutual agreement with a winner in relation to a substitute.

18. If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion.
19. You are responsible for any taxes, duties or other applicable charges that may be due and payable, for whatever reason resulting from participating in the Promotion or receiving the Prize.
20. Each winner's use of the Prize is entirely at their own risk. Before a Prize is awarded to a winner, they may be required to sign an agreement to release the Promoter and each Participating Branch from and indemnifying the Promoter and each Participating Branch against any liability arising from their acceptance and use of the Prize and their participation in the Promotion.
21. Any Prize supplied by a third-party supplier is subject to the terms and conditions of that third-party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter and each Participating Branch shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Promotion or the use or taking of the Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
22. Employees of the Promoter and their immediate families, associated companies and agencies, and suppliers involved in the Promotion, are ineligible to enter the Promotion.

Any dispute arising out of or in relation to the Promotion shall be governed by the laws of Queensland.