

Blake's Army Ltd – 2024 Australian Open Tennis Raffle – Terms and Conditions

1. Purchasing raffle tickets

- 1.1 Blake's Army Ltd ACN 653 877 573 (**Blake's Army**) is conducting a fundraising raffle (the **Raffle**) to support its charitable purposes.
- 1.2 Blake's Army is offering tickets in the Raffle (each a **Ticket**) to residents of Victoria, New South Wales, Queensland, Tasmania and other States and Territories in which Blake's Army is entitled from time to time to offer Tickets (each an **Eligible Jurisdiction**).
- 1.3 A participant who is an individual must be 18 years or older to purchase a Ticket.
- 1.4 A participant must provide their contact details in the electronic form made available at the time of purchase of a Ticket. These details include the participant's first name and family name or company name and ACN, email address and phone number. A participant must also confirm that they are resident in an Eligible Jurisdiction.
- 1.5 By applying for a Ticket, a participant irrevocably agrees to these terms and conditions.
- 1.6 All entries become the property of Blake's Army and Blake's Army may use participant information to contact them about news, events and general information in relation to or promoting Blake's Army.
- 1.7 Blake's Army officeholders, employees and members of their households are not permitted to purchase Tickets.
- 1.8 Ticket sales will commence on 15 December 2023 and conclude on 19 January 2024.
- 1.9 Tickets will be \$20 each (but discounted ticket packages are available, see: <u>www.blakesarmy.org.au</u>).

2. The prizes

- 2.1 The total value of the 3 prizes is approximately \$19,450.
- 2.2 First prize is comprised of the following:
 - (a) 2 tickets to the 2024 Australian Open Tennis men's final;
 - (b) 2 tickets for lunch at Lamaro's Hotel in South Melbourne with Sir Ian Botham and others;
 - (c) accommodation for one night at the Novotel South Wharf;
 - (d) a 65" Sony Bravia TV; and
 - (e) related tennis and cricket memorabilia.
- 2.3 Second prize is comprised of the following:
 - (a) a Weber Q BBQ and BBQ equipment; and
 - (b) a \$400 Woolworths voucher.
- 2.4 Third prize is a \$200 Woolworths voucher.
- 2.5 No prize is transferable or exchangeable for cash.

3. How the Raffle will be drawn

The Raffle will be drawn electronically on 19 January 2024 around 7:00 pm.

4. Notification and release of the prizes

- 4.1 The prize winners will be notified by phone and/or email by 19 January 2024. Blake's Army will take all reasonable efforts to locate the prize winners.
- 4.2 Blake's Army may request that a prize winner provides proof of identification before releasing a prize.

5. Delivery of prizes

- 5.1 A prize will be emailed to each prize winner by 20 January 2024. Blake's Army is not responsible for any delay in delivery (including because of email or other electronic problems) other than where the delay is caused by Blake's Army.
- 5.2 If emailing a prize to a prize winner is not successful by 21 January 2024:
 - (a) that prize is forfeited by the prize winner and cash will not be given in lieu; and
 - (b) Blake's Army may arrange a redraw of the Raffle on 22 January 2024.

6. General

- 6.1 All images used in relation to the Raffle are for promotional purposes only.
- 6.2 If for any reason the Raffle is not capable of running as planned, including (but not limited to) tampering or any other causes beyond the control of Blake's Army, which undermine or affect the administration, security, fairness or integrity or proper conduct of the Raffle, Blake's Army reserves the right in its sole discretion to disqualify any person who tampers with the entry process, to take any action that may be available, and to cancel, modify or suspend the Raffle, subject to any laws, regulations or directions of an Eligible Jurisdiction.
- 6.3 In the case of the intervention of any outside agent or event which naturally changes the result of the Raffle or prevents or hinders its determination, including (but not limited to) vandalism, power failures, tempests, natural disasters, pandemic, acts of God, civil unrest, or strikes, Blake's Army may in its absolute discretion cancel the Raffle subject to any laws, regulations or valid directions of an Eligible Jurisdiction.
- 6.4 Blake's Army reserves the right to disqualify any person whom Blake's Army has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or improper misconduct calculated to interfere with the fair and proper conduct of the Raffle. Blake's Army reserves its legal rights to recover damages or other compensation from any such person.
- 6.5 Blake's Army accepts no responsibility for any kind of loss, damage or liability suffered (including but not limited to direct or consequential loss) or incurred by a prize winner in relation to the Raffle, a prize or a prize winner's utilisation of any activities forming part of a prize, except for any liability which cannot be excluded by law.
- 6.6 To the fullest extent permitted by law:
 - (a) a prize winner in the prize winner's own capacity and as agent for each other person that that prize winner invites to utilise any activities forming part of a prize, irrevocably releases Blake's Army, its affiliates, officeholders, agents and employees (the **Released Parties**), from all liability, loss and damage of any kind arising at any time out of or in connection with the acceptance of, and participation in, the Raffle, or the utilisation of the activities forming part of a prize; and
 - (b) without limiting (a), the Released Parties will not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, however sustained or incurred by any person, in connection with or arising out of the Raffle or a prize.