TERMS AND CONDITIONS

Raffle for a new Rainbow Dinghy

1. This Promotion is conducted by Making Waves Foundation (ABN 82 714 459 575) ("MWF") of 1C New Beach Rd, Darling Point, NSW, 2027 ("Promoter").
2. Information on how to enter and the promotional offer forms part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. The Promotion's prize ("Prize") comprises the following:
    i. A brand-new Rainbow Dinghy plus new accessories ("Accessories") including all standing and running rigging, mainsail, jib, spinnaker and launching trolley, with a total value of AU$16 000, including GST (as valued at 20th November 2024);
    ii. Complementary membership to the Rainbow Dinghy Sailing Association Inc. ("RDSA"), valued at AU$50; and
    iii. An optional subsidy towards costs to transport the Rainbow Dinghy and its Accessories, to a maximum value of AU$1 800 (Refer to Clause 17).
4. This promotional offer is only open to members of the public who reside in Australia and purchase a raffle ticket from the Promoter through its official online ticketing portal ("Eligible Entrant"). Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this Promotion are ineligible to enter.
5. To enter this Promotion, an Eligible Entrant must, during the Promotional Period, purchase at least one raffle ticket through the Promoter's official online ticketing portal at https://makingwaves.au/rainbow-raffle ("Official Portal"). The Eligible Entrant's best contact name, phone number and email address must be included when purchasing tickets.
6. Each raffle ticket purchased through the Official Portal provides a corresponding entry into the draw to win.
7. Eligible Entrants may enter as many times as they wish. 1 ticket is sold for AU$15, 3 tickets are sold for AU$30, 6 tickets sold for AU$50, or 10 tickets sold for AU$80. No further discounts are applied if more than 10 tickets are sold at one time.
8. The Promoter reserves the right, at any time, to verify the identity of the Eligible Entrants and to refuse any Eligible Entrant if they do not qualify for the offer in accordance with these Terms and Conditions, or they tamper with the qualifying process. In the event of such problems or conduct, then the Promoter may modify, cancel, terminate or suspend this Promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. The promotional offer is not redeemable for cash. The Promoter's decision is final and no correspondence will be entered into.
10. Any cost associated with entering this Promotion is the Eligible Entrant's responsibility.
11. This Promotion commences at 9:00am AEDST on Tuesday 19th November 2024 and closes at 1:00pm AEDST on Monday 10 February 2025 ("Promotional Period"), at which time the ticketing portal will be closed. Entries received within the ticketing portal after 1:00pm AEDST on Monday 10th February 2025, whether by user error or software malfunction, cannot be accepted and ticket payments will be refunded to the payer.
12. The Promoter accepts no responsibility for inaccurate entries or other inaccurate communications from Eligible Entrants. Should a drawn ticket contain a defective contact phone number and email address, such that they prevent contact with the Eligible Entrant, then there will be an immediate redraw.

13. If any Prize or any element of a Prize is unable to be provided at the time of drawing the Winner, the Promoter will arrange with the Winner to provide the missing Prize or element/s of the Prize at a later date, subject to any written directions from the relevant authorities. Winners will not be entitled to any additional compensation in the event that a Prize or an element of a Prize is not immediately provided.
14. The randomised ticket draw for the Prize will occur at 2:00pm AEDST on Monday 10th February 2025.
15. Contacting the winning ticket holder ("Winner"):
    i. Following the ticket draw, the Winner will be announced immediately at City Hall, Hobart, Tasmania. The Promoter will promptly post the Winner's name on the Official Portal and will make twice-weekly attempts for up to ten working days to notify the Winner by email and phone to discuss collection and transport. If by 9:00am AEDST on Monday 24th February 2025 the Winner has not been successfully contacted then the Winner will forfeit their right to the Prize.
    ii. In the event of forfeiture as described in Clause 15.i above, and any subsequent forfeitures due to similar failures to contact any subsequent Winners, the Promoter will draw a new winning ticket, post the new Winner's name on the Official Portal and will make daily attempts for up to ten working days to notify the new Winner by email and phone to discuss collection and transport. Failure to make such contact will result in that Winner's forfeiture of their right to the Prize.
    iii. If a Winner has not been contacted after 3 months (being Monday 12th May 2025) of attempts to contact successive Winners, then the Promoter will withdraw the Prize.
16. The Winner is wholly responsible for arranging the collection and transport of the Rainbow Dinghy plus Accessories. The Winner can collect the Rainbow Dinghy plus Accessories from City Hall, Hobart, Tasmania from 2:00pm AEDST on Monday 10th February 2025. If they are not collected by 12:00pm AEDST on Tuesday 11th February 2025 the Promoter will transport them to a storage location in Geelong, Victoria unless already advised by the Winner to store them in Hobart for collection at a later date.
17. The Promoter can provide optional assistance upon request, as follows:
    i. Provide contact details for its recommended transport carrier from Geelong to other major locations in mainland Australia.
    ii. Transport fees, up to the value of $1 800, will be subsidised by the RDSA at the Winner's request. This offer is optional.
18. 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, including but not limited to technical difficulties, inability to contact a Winner after taking reasonable steps, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to: (a) disqualify any authorised representative; or (b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion, as appropriate.
19. Nothing in these Terms and Conditions limits, excludes or modifies 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 States and Territories of Australia ("Non-Excludable Guarantees").
20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 or Prize claim 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 incurred by an Eligible Entrant; or (f) use of the Prize.

21. The Promoter collects personal information for the purpose of conducting this Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to its agents, contractors, volunteers, service providers, prize suppliers and, as required, to Australian regulatory authorities. Anyone who does not provide the Promoter with their name, phone number and email address will not be an Eligible Entrant and cannot be considered for this Promotion. Entry is conditional on Entrants providing their personal information. The Promoter will collect, store, use and disclose personal information as set out in its Privacy Policy, which can be viewed at Privacy Policy - Making Waves Foundation. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless advised not to by the Winner, use the Winner's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Winner. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.
22. The laws in force in NSW apply to this Promotion to the exclusion of any other law. Entrants submit to the jurisdiction of the courts of NSW.
23. For any queries regarding this Promotion, please contact the Promoter's office on 0421 725 170, open Monday to Friday 9:00am to 5:00pm (AEDST).