

LEIBLER YAVNEH COLLEGE RAFFLE
TERMS AND CONDITIONS

By entering the Leibler Yavneh College Raffle ("**Raffle**") you are agreeing to the following terms and conditions ("**Terms and Conditions**"):

1 STANDARD TERMS

1.1 Information on how to enter and prizes form part of these Terms and Conditions. Participation in the Raffle is deemed acceptance of these Terms and Conditions.

2 RAFFLE PERIOD

2.1 The Raffle commences on 20 October 2017 and concludes on 7 December 2017 at 7.00pm (Melbourne time) ("**Raffle Period**"). Raffle tickets will cease being sold on 5 December 2017 at 5.00pm (Melbourne time).

3 TICKET COST AND MAXIMUM NUMBER OF TICKETS

3.1 The cost of each raffle ticket will be \$100.00 ("**Raffle Ticket Price**").

3.2 There will be a maximum number of 300 raffle tickets sold in the Raffle.

4 WHO CAN ENTER?

4.1 The raffle tickets will only be sold in Victoria, Australia. Entry is open to both Australian residents and non-Australian residents ("**Eligible Entrant**"). Eligible Entrants who purchase a raffle ticket during the Raffle Period must provide, in a clear and complete manner, their full name, address and phone number and immediately pay the Raffle Ticket Price by credit card ("**Eligible Entry**").

4.2 Employees (and their immediate families) of Leibler Yavneh College are eligible to purchase raffle tickets.

4.3 Subject to the maximum number of 300 raffle tickets to be sold in the Raffle, there is no restriction on the number of raffle tickets that may be purchased by an Eligible Entrant.

5 PRIZES

5.1 There will be one (1) prize.

5.2 Subject to clauses 5.3 and 5.4, the prize is four (4) return economy airfares (including taxes) from Victoria, Australia to Tel Aviv, Israel ("**Prize**"). The flights may be taken with whichever airline is determined by Ackerfeld & Goldberg Travel Associates ("**Travel Agent**") and the winner to be the most suitable option.

5.3 The total value of the Prize is capped at \$10,000.00 (inclusive of airfares, taxes and fuel levies) ("**Prize Cap**"). Where the total value of the Prize is less than the Prize Cap, the winner is not entitled to any balance up to the Prize Cap. The Prize Cap is based on an estimate of similar airfare ticket prices as at the commencement date of the Raffle. Leibler Yavneh College accepts no responsibility for any change in the cost of redeeming the Prize between the commencement date of the Raffle and the ultimate date on which the Prize is used by the winner. The winner must bear any costs where the cost of redeeming the Prize exceeds \$10,000.00.

5.4 Any changes to the number of tickets, class upgrades or any other alterations to the Prize will be at the discretion of the Travel Agent and at the cost of the winner. Any changes will be subject to the Prize Cap and these Terms and Conditions. The winner must bear any costs where the cost of redeeming the Prize exceeds \$10,000.00.

- 5.5 The Prize is only valid where the flight departs from Victoria, Australia. The Prize must be booked through the Travel Agent and not through Leibler Yavneh College or its members of the raffle committee. All outbound tickets must be used together, with all travellers leaving Victoria on the same flight. However, travellers may return separately. The winner does not need to be one of the people flying, they may transfer the Prize to another party if they so wish. The travellers do not need to be related.
- 5.6 The Prize may be booked for travel to any other destination, provided that the winner (and the winner's companions) must depart from and return to Victoria, Australia and travel to Tel Aviv, Israel as part of the winner's travel arrangements. However, any costs in addition to the Prize Cap will be the sole responsibility of the winner.
- 5.7 Subject to clause 6.5, the winner must book tickets before 30 June 2018 and the travel must be completed before 30 June 2019. Tickets can be booked for any time of the year (subject to the 30 June 2019 travel deadline), but high season surcharges may apply and any costs in addition to the Prize Cap will be the sole responsibility of the winner.
- 5.8 If the winner of the Prize is under the age of 18 years, the Prize will be awarded to the winner's nominated parent or guardian.
- 5.9 Insurance, additional options and all ancillary costs (including, but not limited to, accommodation, travel insurance, additional insurance, transport to and from the departure point, additional transfers, upgrades or any other travel related costs) in relation to the Prize are not included, and are the responsibility of the winner. For the avoidance of any doubt, unless expressly stated in these Terms and Conditions, all other expenses become the responsibility of the winner. It is strongly recommended that travellers purchase travel insurance.
- 5.10 Any expenses incurred by the winner in redeeming the Prize are to be payable by the winner.
- 5.11 If the Prize (or part of the Prize) is unavailable, Leibler Yavneh College, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification, subject to any written directions from the regulatory authority.
- 5.12 The winner agrees to participate and co-operate as required in all editorial activities relating to the Raffle, including but not limited to, being interviewed and photographed. The winner (and the winner's companions) agrees to grant Leibler Yavneh College a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner (and the winner's companions) will not be entitled to any fee for such use.
- 5.13 The Prize, or any unused portion of the Prize, cannot be transferred nor redeemed for cash nor taken in parts. The winner should seek independent advice about any tax implications that may arise from the Prize.
- 5.14 Subject to clause 6.5, where the total value of the Prize is less than the Prize Cap, or the Prize (or part of the Prize) remains unused by the 30 June 2018 booking deadline, the remainder of the Prize money will go to Leibler Yavneh College.
- 5.15 The winner must comply with all conditions of use of the Prize and requirements of the Prize supplier.
- 5.16 Leibler Yavneh College reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. Failure by Leibler Yavneh College to enforce any of its rights at any stage does not constitute a waiver of those rights. Proof of ID, if requested, must be one of the following: valid Australian Drivers Licence, valid Passport or other legal photo ID.

6 HOW TO WIN

- 6.1 Each Eligible Entrant who has made an Eligible Entry will be entered into the Raffle. The Raffle will take place at Leibler Yavneh College's annual speech night at approximately 7.00pm on 7 December 2017 at Robert Blackwood Hall, Monash University, Clayton Campus, Wellington Road, Clayton VIC 3800 ("**Annual Speech Night**").
- 6.2 The Raffle will be drawn at random. The first valid entry drawn will win the Prize.
- 6.3 Results of the Raffle will be announced at the Annual Speech Night, and the winner will be contacted personally by the Raffle organisers. The result of the Raffle will also be published on the Leibler Yavneh College School Stream app and in the keshar newsletter.
- 6.4 Every attempt will be made to contact the winner by phone within 48 hours of the Raffle being conducted.
- 6.5 In the event that the Prize remains unclaimed and Leibler Yavneh College cannot, after a reasonable effort, find the winner of the Prize within 28 days, Leibler Yavneh College will notify the Victorian Commission for Gambling and Liquor Regulation. Leibler Yavneh College will allow the winner to claim the Prize for a period of 12 months after the Raffle is drawn. If the Prize has still not been claimed after 12 months, or the Prize winner forfeits the Prize then, subject to any written directions from the regulatory authority, Leibler Yavneh College will pay the equivalent proceeds of the Prize (being \$10,000.00) to the Treasurer for payment into the Consolidated Fund.
- 6.6 Leibler Yavneh College's decision is final and Leibler Yavneh College will not enter into correspondence regarding the result of the Raffle.

7 NO LIABILITY

- 7.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders Leibler Yavneh College's ability to proceed with the Raffle on the dates and in the manner described in these Terms and Conditions, including but not limited to computer virus', technical failure, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war or acts of terrorism, Leibler Yavneh College may, subject to any written directions from the regulatory authority, in its absolute discretion cancel the Raffle and recommence it from the start on the same conditions.
- 7.2 Except for any liability that cannot be excluded by law, Leibler Yavneh College (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 Raffle, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under Leibler Yavneh College'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 Leibler Yavneh College) due to any reason beyond the reasonable control of Leibler Yavneh College; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the Prize.

8 KEEPING OF RECORDS

- 8.1 All entries remain the property of Leibler Yavneh College. Leibler Yavneh College collects entrants' personal information in order to conduct the Raffle. If the information requested is not provided, the entrant may not participate in the Raffle. Leibler Yavneh College will ensure accurate records of the Raffle and each entrant are kept for a period of three years, including:
- (a) details of the manner in which raffle tickets were sold and how raffle ticket sales were publicised;

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- (b) the names of the people to whom raffle tickets were issued for sale and, for each person, how many raffle tickets were sold, how many raffle tickets were returned (if any) and how much money was remitted;
- (c) when and how the Raffle was drawn; and
- (d) the name and address of the winner and a description (including the retail value) of the Prize.

8.2 Leibler Yavneh College will keep and maintain a single account at an authorised deposit-taking institution in Victoria that will be used for all financial transactions relating to the conduct of the Raffle.

The Raffle is being conducted by and for the benefit of Leibler Yavneh College of 2 Nagle Ave Elsternwick, Victoria, 3185.

Leibler Yavneh College Minor Gaming Permit Number 10680/17.
