

WIN A ROOFING SERVICES VOUCHER RAFFLE WITH LEAKY ROOF (RAFFLE)

TERMS AND CONDITIONS

Game of Chance

1. Information on how to enter and prizes form part of these Terms and Conditions. By participating, entrants agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
2. The Promoter is LEAKY ROOF PTY LTD (ACN 619 565 614) of c/- Suite 3, Level 1, 17 Kitchener Parade, Bankstown NSW 2200. To contact the Promoter, please email info@leakyroof.com.au or telephone its customer service line on +61 2 5133 5608.

Raffle Period

3. The Raffle commences at 12pm AEDT on 25th of July and ends at 23:59 AEDT on 3rd of October (**Raffle Period**).

Eligibility to Enter

4. Entry is open to any registered proprietor of an Eligible Residential House, aged 18 years or over, and who is not ineligible in accordance with clause 6 below (**Eligible Entrants**).
5. **Specified Location** is defined as the whole of the Australian Capital Territory.
6. Directors, management, employees and their immediate families, of the Promoter, retailers, suppliers, associated entities and agencies associated with this Raffle are ineligible to enter.

How to Enter

7. To enter, Eligible Entrants must, during the Raffle Period, purchase a raffle ticket (**'Raffle Ticket'**) from the Promoter by visiting the Promoter's website at <https://leakyroof.com.au/giveaway>, completing the raffle ticket purchase form, submitting their relevant details and paying the payment of the purchase price to purchase the Raffle Ticket.
 8. The Eligible Entrant's first Raffle Ticket will be free of charge. All subsequent Raffle Tickets must be purchased for the purchase price noted on the Promoter's website from time to time. An Eligible Entrant is not obliged to purchase subsequent Raffle Tickets.
 9. The Eligible Entrant must submit their name, address, telephone number and email to purchase a Raffle Ticket.
 10. A Raffle Ticket will not be entered into the draw unless:
 - a. the relevant details have been provided in accordance with clause 9 above;
 - b. the entrant is an Eligible Entrant, and
 - c. in the case of every Raffle Ticket except the Raffle Ticket noted in clause 8, the funds used to purchase the Raffle Ticket have cleared into the Promoter's relevant transaction account.
 11. Payment may only be made by Credit Card or Debit Card, in the form of Visa, Mastercard or AMEX (**'Card Payment'**).
 12. By purchasing a Raffle Ticket, the Eligible Entrant acknowledges that it is providing support to the Raffle, and the Eligible Entrant acknowledges that the Raffle Ticket purchased is non-refundable or returnable.
 13. Where an Eligible Entrant purchases a Raffle Ticket by making a Card Payment, the Eligible Entrant irrevocably authorises the Promoter to deduct the value of the Raffle Ticket from the Eligible Entrant's relevant credit or debit card, inclusive of any reasonable credit card fees levied on the Promoter.
 14. There is no limit on the number of Raffle Tickets an Eligible Entrant may purchase.
- #### Prize
15. The prize is a Roofing Services Voucher Package on an Eligible Residential House of each respective Winner, valued at up to a retail price of:
 - a. in the case of First Prize, \$35,000.00 (**First Prize**);
 - b. in the case of Second Prize, \$10,000.00 (**Second Prize**); and

- c. in the case of Third Prize, \$5,000.00 (**Third Prize**),
(together, **Prize**).

16. In these Terms and Conditions, the following words have the following meanings:

- a. **Eligible Residential House** is defined as a residential dwelling house in which the respective Winner is a registered proprietor, being a single dwelling (including stand-alone houses, townhouses or duplexes) of no greater than two storeys in height located in the Specified Location.
- b. **Roofing Services Voucher** includes a voucher to deliver any of the following services:
 - i. Ridge Capping (including rebedding where necessary and providing full repoint of all ridge capping and/or gable ends);
 - ii. Tile Replacement (replacement of any damaged or worn tiles);
 - iii. Dektite Flue Flashing replacements (replacement of any damaged flue flashings);
 - iv. Wakaflex Flashing installation (new flashing will be installed using Wakaflex);
 - v. Gutter Clean (thorough clean of all gutters); and
 - vi. Pressure Clean.
 - vii. Colorbond Fascia Cover
 - viii. Colorbond Gutter and/or Guard Installation
 - ix. Colorbond Barge Capping Installation
 - x. Colorbond Downpipe Installation

17. All taxes (excluding goods and services tax (GST)), which may be payable as a consequence of receiving a Prize, are the sole responsibility of each Winner (as that term is defined in clause 21).

18. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of any Winner accepting or using the Prize (or both), except for any liability that cannot be excluded by law.

Draw Date and Time

19. All valid entries will be included in the draw.

20. The draw will take place at 3 pm AEDT on Friday 4th, October 2024, at 3 Grazier Lane, Belconnen ACT 2617, Abode Hotel Conference Room (**Prize Draw Date**).

21. The:

- a. first valid entry drawn will be the winner of the First Prize;
- b. second valid entry drawn will be the winner of the Second Prize; and
- c. third valid entry drawn will be in the winner of the Third Prize,
(together, **Winners**).

22. Each Prize will be announced and distributed in accordance with clauses 24, 25 and 26. Winning is not contingent on being present at the draw.

23. The draw will be scrutinised by an independent person unless an exemption is granted by a regulatory authority.

Prize delivery

24. The Winners will be notified about how they may claim the respective Prize within seven days of the Prize Draw Date.

25. The Winners, once notified of their winning of the respective Prize, will coordinate with the Promoter to find a suitable time and date for the delivery of the Prize.

26. If, whilst delivering a Prize to any Winner, the Promoter encounters any hazardous substance, significant structural fault, or other safety hazard (as determined in the sole discretion of the Promoter acting reasonably) (**Hazard**), the Promoter may elect to stop the delivery of the Prize and:
 - a. refuse to continue to deliver the Prize until the Hazard has been removed;
 - b. require the Winner, at their sole cost entirely, to have suitably qualified personnel remove the Hazard;
 - c. require the Winner to provide sufficient documentation to the Promoter to adequately evidence the removal of the Hazard (as determined solely by the Promoter acting reasonably); and
 - d. make any other reasonable demands of the Winner to ensure that the Prize can be delivered by the Promoter and its employees and subcontractors in a safe manner, compliant with any relevant legislative requirements.
27. If the Promoter incurs any cost as a result of the discovery of a Hazard, the Promoter may, at its sole discretion, require the Winner to reimburse the Promoter for those costs. For the avoidance of doubt, the Winner fully indemnifies the Promoter against any costs it incurs as a result of the discovery of a Hazard.
28. If a Hazard is encountered in accordance with clause 26, the Promoter will endeavour to take reasonable steps in the circumstances to ensure the Winner's Eligible Residential House is secure and watertight but is not obliged to do so if it reasonably believes it cannot safely (at its sole discretion entirely).
29. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the presence or otherwise and/or removal of a Hazard, except for any liability that cannot be excluded by law.

Prize substitution

30. In the event that a Prize (or any part of a Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a Prize (or the relevant part of a Prize) with a different prize of equal or greater value subject to any contrary direction from a regulatory authority.
31. The Winner may not require the Promoter to substitute a Prize.

Winner notification and publication

32. Each Winner will be notified in writing by email or by SMS to the email address or phone number submitted at the time of entry.
33. The Promoter will publish the first name of each Winner on its Facebook and Instagram pages after the Prize Draw Date.
34. Each Winner agrees to participate in the reasonable marketing activities of the Promoter, including but not limited to a 30-second video interview after the delivery of each Prize (to be shared on social media platforms) and photos of the delivery of the Prize. The Promoter will take reasonable steps to ensure the Winner's property (including the Winner's Eligible Residential House) is not identifiable in this marketing but does not guarantee that it will not be.

Unclaimed prizes

35. Each Prize will be distributed after the close of the Raffle.
36. The Promoter will make reasonable efforts and take all reasonable steps to identify and locate each Prize Winner.
37. If any Prize remains unclaimed three months after the Prize Draw Date, an unclaimed Prize draw will be held at LEAKY ROOF PTY LTD, 3 pm AEDT on Friday 10th, January 2025, at 3 Grazier Lane, Belconnen ACT 2617, Abode Hotel Conference Room subject to the approval of any necessary regulatory authority (**Unclaimed Prize Draw**).
38. The Unclaimed Prize Draw will occur in the same or a substantially similar manner set out in clause 21.
39. The winner of the Unclaimed Prize Draw will be notified in the same manner as set out in clause 32. Winner's names will be published in the same manner as set out in clause 34.
40. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the Raffle.

Use of Eligible Entrant's Personal Information

41. Personal information, including the Eligible Entrant's name, address, telephone number and email will be collected and used for the purpose of conducting this Raffle. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third-party service providers, for the purpose of conducting the Raffle or for promotional and marketing purposes (including for direct marketing) (**Purpose**).
42. By entering this Raffle, Eligible Entrant's consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for the Purpose.
43. Eligible Entrants may access, change or update their personal information by emailing the Promoter at info@leakyroof.com.au or by telephone at +61 2 5133 5608 during office hours. A copy of the Promoter's privacy policy is available at <https://leakyroof.com.au/privacy-policy/>. The privacy policy contains information about how individuals may access or correct personal information or make a privacy-related complaint.

Publicity

44. Eligible Entrants consent to the Promoter using their name, likeness, image or voice (or a combination of these) in the event that they are a Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Raffle (including any outcome) and/or promoting any products manufactured, distributed or supplied (or both) by the Promoter.

Social media platforms

45. By using and entering this Raffle on Facebook or Instagram, Eligible Entrants:
 - a. agree to comply with Facebook's and/or Instagram's terms of use;
 - b. release Facebook and/or Instagram from all claims based on, related to or arising from the Raffle; and
 - c. acknowledge and agree that this Raffle is in no way sponsored, endorsed, administered by or affiliated with Facebook or Instagram.
46. The Promoter is not responsible for any loss, damage or injury to Eligible Entrants resulting from entering or participating in this Raffle, including arising from any comments made or material published by third parties about the Eligible Entrants on any social media platform in connection with this Raffle.

Governing law and jurisdiction

47. These Terms and Conditions, and the trade promotion and any claim or dispute between the Promoter and an Entrant are governed by the laws of the Australian Capital Territory. Entrants submit to the non-exclusive jurisdiction of courts and tribunals of the Australian Capital Territory in connection with any dispute concerning these Terms and Conditions and the trade promotion.

Dispute resolution

48. In the event of a dispute concerning the conduct of the trade promotion or claiming a prize, Entrants must contact the Promoter to attempt to resolve the dispute in good faith. If the matter cannot be resolved, either party may refer the matter to mediation administered by the Australian Commercial Disputes Centre. The costs of mediation will be shared equally between the parties.

Use of Proceeds

49. As of the date of commencement of the Raffle promotion, the Promoter has elected that all funds collected from the purchase of Raffle Tickets will be donated to the following charitable organisations in equal shares:
 - a. Roundabout Canberra Limited ABN 96 624 275 734;
 - b. Kids in Care ACT Inc. ABN 41 927 421 659 (together, 'Charities').
50. The Promoter will pay for all costs and expenses associated with the Raffle (other than as provided for in these Terms and Conditions), including but not limited to marketing, legal, promotional and administrative, in addition to the Prize; and
51. The Promoter confirms that, as of the date of commencement of the Raffle promotion, it has obtained the consent of the Charities to conduct the Raffle.
52. The Promoter will, within a reasonable time after the completion of the Raffle, transfer the proceeds of the Raffle to the Charities in a manner determined by each individual Charity acting reasonably.

53. The Promoter reserves the right, at its sole discretion, to:

- a. elect to no longer provide funds to any one of the Charities; or
- b. elect to provide a portion of the proceeds to additional charities,

however must, within a reasonable time period after the completion of the Raffle, disburse the whole of the proceeds of the Raffle to charities registered with the Australian Charities and Not-For-Profit Commission.

General conditions

54. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
55. Should an Eligible Entrant's contact details change during the Raffle Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter. The Promoter takes no responsibility where it is unable to contact the prize winner who has not provided correct or complete contact details.
56. The Promoter reserves the right to request verification of the age, identity and residential address of the Winner and any other information relevant to entry into or participation in this Raffle. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
57. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these Terms and Conditions, or who is involved in any way in interfering or tampering with the conduct of this Raffle, has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Raffle. In the event that a winner breaches these Terms and Conditions, the winner will forfeit the prize in whole and no substitute will be offered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
58. The Winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These Terms and Conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so, the Promoter (including its officers, employees and agents) excludes all liability, whether arising in tort (including without limitation negligence), contract or otherwise, for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Raffle, including, without limitation:
- 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 market value to that stated in these Terms and Conditions;
 - e. any tax implications; or
 - f. the Prize or use of the Prize.
59. If, for any reason beyond the reasonable control of the Promoter, this Raffle is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Raffle, unless to do so would be prohibited by law.
60. The Promoter reserves the right to cancel, terminate, modify or suspend the Raffle or amend these Terms and Conditions, subject to any directions from a regulatory authority.

Responsible Gambling

61. All gambling products and services are regulated by government agencies. In the Australian Capital Territory, gaming is regulated by the ACT Gambling and Racing Commission.
62. The chances of winning the Prize will depend on the number of Raffle Tickets sold. Please contact the Promoter for further information in this regard.

- 63.** Only the Eligible Entrant can decide how much time and money they wish to spend on gambling, and they should only spend what they can afford to lose. The Eligible Entrant should remember that the Raffle is a game of chance and randomness, and there is no guarantee they will win the Prize.
- 64.** Free and confidential anonymous gambling support is available at the Gambling Helpline Online 24 hours a day 7 days per week, the details of which can be found at:

Gamblinghelponline.org.au

1800 858 858

Other support options may also be available.

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