



2019 Participation Agreement

It is important that you read, fully understand and abide by these conditions as any breach of this Participation Agreement may impact on future participation. If you are in any doubt please contact the Community Lottery Team or People's Choice Credit Union.

1. The People's Choice Community Lottery ("**Lottery**") is conducted by People's Choice Community Foundation Ltd ABN 97 154 717 987 of 50 Flinders Street, Adelaide SA 5000 ("**we**", "**us**" or "**our**").
2. The terms and conditions contained in this Participation Agreement are the rules that apply to your participation in the Lottery. By registering your organisation ("**you**" or "**your**") to participate in the Lottery and applying for tickets for purchase, you agree to these terms and conditions.
3. If you are a not-for-profit organisation in South Australia, Victoria, the ACT, or the Northern Territory, all proceeds from your participation in the Lottery are returned to you - 100% of all proceeds from ticket sales for the Lottery benefit participating charities, community groups, sporting clubs, schools and pre-schools. If in doubt as to whether you are entitled to participate, please contact us and we can confirm your eligibility.
4. The Lottery is conducted in South Australia, Victoria and the Australian Capital Territory.
5. The Lottery is also conducted in the Northern Territory under special dispensation granted by the Minister of Racing and Gaming.
6. The Lottery is conducted in accordance with:
 - a. the requirements of the *Lottery and Gaming Act 1936* (SA) including the Major Lottery Rules set out in regulation 24 of the *Lottery And Gaming Regulations 2008* (SA) (see <https://www.sa.gov.au/topics/family-and-community/community-organisations/fundraising-for-organisations/lotteries> for more information);
 - b. the requirements of the *Gambling Regulation Act 2003* (VIC) (see <http://www.vcglr.vic.gov.au/home/gambling/new+applicants/community+and+charitable+gaming/raffle+frequently+asked+questions> for more information); and
 - c. the requirements of the *Lotteries Act 1964* (ACT) (see http://www.gamblingandracing.act.gov.au/_data/assets/pdf_file/0004/746581/Raffle-Information-and-Conditions.pdf for more information).
7. You acknowledge and warrant that:
 - a. you are authorised to enter into this Participation Agreement on behalf of your organisation and your organisation is able to perform the obligations under this Participation Agreement;
 - b. all information provided by you in relation to the registration to participate in the Lottery is true and correct and is not misleading and deceptive. This includes address details, contact details and banking details in the name of your organisation and not that of an individual;
 - c. it is your responsibility to notify us or People's Choice Credit Union if any details of your organisation changes during the course of the Lottery;
 - d. unless you have requested not to receive marketing materials, we may contact you regarding our ongoing activities and those of our partners and sponsors, and People's Choice Credit Union may also contact you in regards to its products and services;
 - e. except as has otherwise been disclosed in writing prior to the date of this Participation Agreement, you are not subject to any claims, demands, litigation or disputes in respect of your activities which may have a material adverse effect on your financial standing or reputation or ability to comply with your obligations under this Participation Agreement and

there are no such disputes, claims or demands relating to your business which may give rise to litigation;

- f. you hold all necessary or desirable licences, consents, authorisations and permits for the proper carrying on of your activities; and
 - g. you will comply with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles ("**APPs**") in all respects in participating in the Lottery and otherwise performing your obligations under these terms and conditions, and you will not do anything that will cause us to be in breach of our obligations under the *Privacy Act 1988* (Cth) or the APPs.
8. Tickets are issued on the clear understanding that you are responsible for the return of all tickets and monies and the fulfilment of correct procedures of notification in cases where return is not possible.
 9. You understand that the sale of tickets for the Lottery (for both online and paper tickets) will occur between the dates notified online at <https://www.peopleschoicecu.com.au/community-lottery-home/key-dates/>
 10. You will make every effort to ensure that all paper tickets sold will include the name and address of the purchaser on the ticket butt. NOTE: This information is required in order to advise winners of prizes and will be collected, held and used in accordance with our Privacy Policy, as updated from time to time. You should inform ticket purchasers that their personal information will be collected by us, and that they can refer to our Privacy Policy for further information in this respect.
 11. You agree that the personal information you collect from ticket purchasers may only be used for the purpose of fulfilling your obligations under these terms and conditions. You agree that you will not:
 - a. disclose any personal information you collect from ticket purchasers to any party except for us;
 - b. retain any personal information about ticket purchasers following the completion of the Lottery; or
 - c. use any personal information about ticket purchasers for any purpose except fulfilling your obligations under these terms and conditions, except as may be expressly directed by us.
 12. You must keep all personal information you collect from ticket purchasers secure. You must notify us immediately if any personal information you collect from ticket purchasers is lost, or otherwise subject to unauthorised access or disclosure, and follow all reasonable directions we provide in response to such event.
 13. Where you provide us with personal information about any individuals within your organisation, you warrant that they have consented to the collection and use of that information by us in accordance with the terms of our Privacy Policy, as updated from time to time.
 14. You will provide to each person selling tickets on your behalf, the prescribed authorisation form issued to you with your ticket allocation.
 15. At the conclusion of the lottery, or on the final return of tickets, you will provide a signed declaration on the prescribed 'Notification of Lost or Stolen Tickets' form issued listing all book numbers which have been lost or stolen.

Unsold tickets can only be purchased by an individual in your organisation that is the President, Chairperson, Secretary or Treasurer. In this case, the name and address of that individual purchasing the tickets must be completed in full on the ticket butt. Tickets in the name of the organisation will be disqualified from the draw.

16. If you find difficulty in selling tickets allocated or believe that you're unlikely to sell your full allocation, you undertake to return unsold tickets to your nominated People's Choice Credit Union branch by Friday 14 June, 2019. Otherwise, you agree to return all tickets and equivalent funds for tickets sold to a nominated People's Choice Credit Union branch not later than Friday 6 September 2019.
17. Tickets and/or funds lodged after Friday 6 September 2019 may be ineligible to be entered into the draw. In the event that tickets are ineligible for the draw, funds will be returned directly to ticket purchasers. Tickets and equivalent proceeds may be deposited at any People's Choice Credit Union branch at any time while the Lottery is in operation.
18. You will be reimbursed in full for an amount deposited to your nominated People's Choice Credit Union branch equivalent to the number of tickets sold.
19. You will be reimbursed in full for all tickets purchased online on your behalf.
20. You will not be liable to pay for lost or stolen tickets and any tickets which are returned unsold and declared on the prescribed forms. These tickets will be removed from the draw. Books of tickets returned to your nominated People's Choice Credit Union branch, shall be in strict numerical order and noting the numbers of any lost or stolen tickets on the prescribed 'Notification of Lost or Stolen Tickets' form. The signed declarations and accompanying paperwork should be clearly separated from the tickets.
21. Only completely sold books with all 10 tickets sold will be accepted. Books returned partially sold may be ineligible to be included in the draw.
22. You will return all sold tickets with the accompanying forms, at any People's Choice Credit Union branch, together with an equivalent amount to the number of tickets (i.e. \$2 for each ticket issued) in one of the following ways:
 - a. Cheque payable to 'People's Choice Community Foundation'.
 - b. *Direct deposit to:
People's Choice Community Foundation.
BSB: 805 050

Account Number: 63497228

Narration/Reference: Your Organisation Name
*Email a copy of the payment receipt to communitylottery@peopleschoice.com.au and present a copy of this receipt to the branch when lodging your sold tickets
23. If you are registered for GST, or become registered for GST during the Lottery, you agree to a 'Recipient Created Tax Invoice' (RCTI) arrangement. We will issue a RCTI for each payment made to you as reimbursement for tickets sold. You agree to notify us immediately if you cease to be (or become) registered for GST.
24. To the maximum extent permitted by law:
 - a. we are not responsible for and exclude all liability (including for negligence) for any loss or damage you may suffer, including loss of opportunity and personal injury and whether direct, indirect, special, or consequential, arising out of or in anyway connected with this Lottery, you applying for tickets for purchase or attempting to apply for tickets for purchase tickets in this Lottery, or any prize; and
25. We are not responsible for the merchantability or fitness for purpose of any prizes and exclude all warranties, express or implied.
26. People's Choice Community Foundation Ltd ABN 97 154 717 987 is a subsidiary of People's Choice Credit Union, a trading name of Australian Central Credit Union Ltd ABN 11 087 651 125,

AFSL/Australian Credit Licence 244310 (“**People’s Choice Credit Union**”). People’s Choice Community Foundation Ltd is not an authorised deposit-taking institution and its obligations do not constitute deposits or liabilities of, and are not guaranteed by, People’s Choice Credit Union.