

2023 RAA Board Election competition – Terms and Conditions

General

1. Information on how to enter and prize details form a part of the competition terms and conditions of entry (**Terms and Conditions**).
2. Entry into the 2023 RAA Board Election competition (**Competition**) is deemed acceptance of the Terms and Conditions.
3. The Promoter is Royal Automobile Association of South Australia Incorporated, of 101 Richmond Road, Mile End SA 5031, ABN 90 020 001 807 and available by phone on (08) 8202 4600 (**RAA** or **Promoter**).
4. The Competition commences at 9:00am ACST on 9 August 2023 and closes at 5:00pm ACST on 13 October 2023 (**Promotion Period**).

Eligibility & How to Enter

5. Entry to the Competition is open to Eligible Members of RAA (as determined by the RAA Constitution) as at 1 August 2023 who are entitled to vote in the 2023 Board Election (**Eligible Member**) for which a ballot is being held between 9 August 2023 and 13 October 2023 to elect candidates to fill two vacancies on the RAA Board of Directors (**2023 Board Election**).
6. All employees and immediate family members of employees of the Promoter and its related bodies corporate are ineligible to enter. Immediate family means any of the following: spouse, de facto spouse, child or step child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, brother, sister, step-brother or step-sister.
7. To enter the Competition, Eligible Members must vote in the 2023 Board Election either by:
 - Lodging a ballot using the Promoter's online voting portal votingservices.com.au/raaballot2023 by 5:00pm ACST on 13 October 2023; or
 - Lodging a paper ballot form which is received by the Returning Officer of the Promoter by 5:00pm ACST on 13 October 2023 (**Entrant**).
8. By voting in the 2023 Board Election, Entrants will be automatically entered into the Competition. If an Entrant would not like to take part in the Competition, they must contact the Promoter via email to companysecretary@raa.com.au at least five (5) days prior to the draw taking place.
9. Only one valid entry per Entrant.

10. Entries not completed in accordance with these Terms and Conditions or received after the Promotion Period ends will not be considered. Incomplete, fraudulent or incomprehensible entries will be disregarded. The Promoter accepts no responsibility for late, lost or misdirected entries.
11. The Promoter reserves the right, at any time, to verify the validity of Competition entries and Entrants (including an Entrant's identity and place of residence but not their votes cast in the 2023 Board Election) 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.

Prizes & Draw

13. The prize draw consists of physical RAA branded EFTPOS gift cards, with 10 prize draws taking place valued at \$500 each.
14. The prize values are in Australian dollars. The total prize pool is valued at \$5,000.
15. The prize is non-transferable, cannot be exchanged or taken for cash. The physical gift cards have an expiry as stated on the rear of the card and can be redeemed in accordance with the terms and conditions of the third party card issuer. Any lost or expired gift cards will not be replaced by RAA.
16. A prize draw will occur on 1 November 2023 at 10:00am ACST through a random electronic process.
17. The draw will take place at RAA at 101 Richmond Road, Mile End, South Australia 5031.
18. Prize winners will be notified by email and prizes will be mailed to the prize winners. The Promoter will utilise the personal information recorded for the Entrant and held by the Promoter to facilitate the notification to prize winners and issuance of prizes.
19. Entrants are responsible for keeping the Promoter informed of any changes to their contact details during and following the Promotion Period. The Promoter's decision is final and binding and no correspondence will be entered into.
20. The name(s) of the winner(s) and prize(s) won will be displayed at 101 Richmond Road, Mile End, SA 5031 and published on www.raa.com.au/competitions on 4 November 2023.
21. To conduct the prize draw the Promoter will receive a list of the RAA membership numbers, first and last names and email addresses of all Entrants from the Returning Officer of the Promoter. The list will only comprise of information already held by RAA and will not include details of the votes cast in the 2023 Board Election.

22. If the Competition 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify the Entrant; or (b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Competition, as appropriate.

Privacy & Personal Information

23. The Promoter handles personal information in accordance with the *Privacy Act 1988* (Cth), including the Australian Privacy Principles, and will deal with personal information in accordance with its privacy policy.
24. By entering into the Competition Entrants acknowledge that the Promoter may use the personal information it already holds for Entrants to conduct the Competition and Entrants agree to be bound by the Promoter's privacy policy. To view the Promoter's privacy policy visit www.raa.com.au or to access or update your personal information please contact the Promoter by phone on (08) 8202 4600

Limitation of Liability

25. To the extent permitted by law, the Promoter will not be responsible or liable for:
- a. the prize winner's failure to update the contact information associated with his or her RAA membership;
 - b. inaccurate or incorrect transcription of entry information;
 - c. purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, sent with insufficient postage (where entry is by post), or sent or submitted other than as directed in these Terms and Conditions;
 - d. any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software;
 - e. the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
 - f. unauthorised human intervention in any part of the Competition;
 - g. electronic or human error which may occur in the administration of the Competition;
 - h. any loss suffered or sustained, to any person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply of any goods or services by any person to a prize winner and where applicable to any family members/persons accompanying a winner.