

Terms & Conditions: 2024 Variety B to B Bash & Motorserve Fundraising Giveaway

Variety – the Children’s Charity NSW/ACT (NSW Charity Number 13396) (“Promoter”) is offering 10 gifts of \$2,000 each from 11am 25 October 2023 to 5pm 10 August 2024 AEST (“Offer”) through our websites, variety.org.au/nsw and fundraise.variety NSW/ACT.org.au to entered fundraising cars for the 2024 Variety B to B Bash.

The Offer will be to win 1 of 10 gifts of \$2,000 donations, to be added to the fundraising total for the 2024 Variety B to B Bash car. The Offer will be made available on the car fundraising page, with a limitation of 1 offer awarded per car. This Offer is being sponsored by Fundraising Partner, Motorserve Pty Ltd.

The Competition will be promoted via the Promoter’s channels (“Platform/s”) and the inhouse materials provided to Entrants and Teams, promoting Variety – the Children’s Charity for the duration of the 2024 Variety B to B Bash event campaign.

The Offer will be awarded to the first 10 cars that meet the Minimum fundraising goal of \$8,500, or \$4250 for new entrants and \$17,000 for 4WD entrants, as is made public on the fundraise.variety NSW/ACT.org.au site. Offer winners will determined by the Promoter and announced ongoing via the Promoter’s channel and by 5pm, 31 August 2024 (AEST).

All recipients of the gift are encouraged to share a social media post with the branded provided materials, available in Funraisin, that acknowledge the Motorserve gift and tagging them on the post:

The Motorserve handle on both Facebook and Instagram is @Motorserve
<https://www.facebook.com/Motorserve/>
<https://www.instagram.com/Motorserve/>

By entering the Competition, you agree to the above and following Terms and Conditions.

1. The promoter is Variety – the Children’s Charity NSW/ACT. Offers are not in any way administered by Motorserve.
2. You agree to release Motorserve from any and all claims and demands arising out of, or in connection with, your participation in any of these Offer or with any of the prizes offered. You further agree to any rules or guidelines stipulated by the Promoter relating to the use of the Platform and prize and your participation in any Offer or similar.
3. Employees of Variety – the Children’s Charity NSW/ACT and immediate family members of Variety – the Children’s Charity NSW/ACT employees and agencies associated with the Offer as the case may be, are ineligible to enter.
4. For Australian competitions, entrants must be Australian residents and be residing in Australia at the time of the Offer.
5. An entrant must be 18 years or over and an entrant to the 2024 Variety B to B Bash event to receive the Offer.
6. Variety – the Children’s Charity NSW/ACT reserves the right to put any conditions or restrictions on any Offer.

7. Variety – the Children’s Charity NSW/ACT will state the method by which winners will be chosen.
8. To enter the Offer, the entrant must have taken the action requested, as described in the terms relating to the specific competition. Only one entry per car is permitted.
9. To be eligible, all funds must be raised after 25 October 2023 and within the competition period.
10. The Offer will be stated in the terms and must comply with Australian law, where applicable. Offers are not transferable or redeemable for cash and Variety – the Children’s Charity NSW/ACT reserves the rights to offer substitute Offers. If any Offer is unavailable for any reason, The Promoter, in its discretion, reserves the right to substitute the Offer with an alternative Offer to the equal value subject to any advice from a regulatory body.
11. Offer recipients will be notified on the Platform through which the submission was received.
12. If for any reason whatsoever an Offer recipient does not redeem an Offer or an element of the Offer by the time stipulated in the prize Terms and Conditions or otherwise made known by Variety – the Children’s Charity NSW/ACT, then the Offer or that element of the Offer will be forfeited by the prize winner and cash will not be awarded in lieu.
13. If an Offer is unclaimed within seven (7) days of notifying the recipient, it will be awarded to the next entrant determined by the selection criteria (as determined by The Promoter in its absolute discretion). The process will be repeated if required to determine a new recipient. The Offer remains the property of Variety – the Children’s Charity NSW/ACT until it is collected by the final recipient.
14. In the event of any dispute regarding the administration, rules, results and all other matters relating to a Competition, the decision of The Promoter shall be final and no correspondence or discussion shall be entered into.
15. Variety – the Children’s Charity NSW/ACT, in its sole discretion and subject to any prohibition by law to do so or any written direction from a regulatory authority, may cancel a Competition at any time or disqualify an entrant. Entries that are not genuine or are incomplete, late or in any way fraudulent or deemed to be inappropriate or unacceptable for any reason by The Promoter will be declared void.
16. Variety – the Children’s Charity NSW/ACT reserves the right to reproduce names, photographs, material, comments and feedback provided by entrants in promotional material including but not limited to website, brochures and other online channels.
17. All entries must be original to and created solely by the entrant. All entries and all copyright and other rights in such entries and/or other materials become the property of Variety – the Children’s Charity NSW/ACT and will not be returned. Each entrant agrees to provide a written assignment of all rights to The Promoter if requested. By submitting an entry and any other materials (save for any personal information) to The Promoter in connection with an Offer, each entrant:
 1. specifically authorises The Promoter to use and/or license third parties to use such entry in whole or in part, in perpetuity in or on any and all media, whether currently in existence or developed in the future, and alone or together or as part of other information, content and/or material of any kind or nature;

2. represents and warrants that all elements contained in the entry or other material:
 3. are original to the entrant and fully cleared for use as contemplated in these Terms and Conditions;
 4. do not and will not, in any way, violate or breach any of the terms of any other agreement the entrant may be a party to;
 5. do not contain defamatory, tortious or otherwise unlawful, untrue or inaccurate information, infringe or violate any copyright or other right; or contain any matter the publication or sale of which will violate any law;
 6. are not obscene or likely to cause offence;
 7. are not in any way cruel or abusive; and
 8. will not require The Promoter to pay or incur any sums to any person or entity as a result of The Promoters' use or exploitation of the same, and
 9. unconditionally and irrevocably consents to any act or omission which would otherwise infringe any of their moral rights in the entry and waives all moral rights in the entry that arise outside Australia;
 10. warrants that where the submission contains the image, likeness or any identifying characteristic of another person, the entrant has received express consent from those other people to be included in the submission. The entrant indemnifies The Promoter of any breach of this warranty and for any breach of privacy legislation.
18. Except for any liability that cannot by law be excluded, Variety – the Children's Charity NSW/ACT, its related corporations and associated agencies (and any of their personnel) exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any entrant (including a winner) in connection with any competition, including, without limitation: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of The Promoter, its related corporations and associated agencies (and any of their personnel); and (iii) any liability for personal injury or death. No responsibility will be taken by The Promoter or its authorised agents for entries ineligible due to technical reasons or any other reason.
19. Any personal information collected in the administration of an Offer will be handled in accordance with Variety – the Children's Charity NSW/ACT's Privacy Policy which is available on its website.
20. The Offer and these Terms and Conditions shall be governed by and construed in accordance with the laws of Australia.
21. Subject to statutory restrictions, Variety – the Children's Charity NSW/ACT may amend these Terms and Conditions at its absolute discretion.