

Offaly Down Syndrome Association Big Raffle 2024 – Terms & Conditions

1. Promoter

The promoter is Robbie Donnelly, for Offaly Down Syndrome Association, Lea Beg, Boora, Blue Ball, County Offaly (CHY 6032) (the "Promoter") under licence No 66.4 granted by Tullamore District Court on the 13/10/2023.

2. Prizes

2.1 The first prize is a new Suzuki Swift 1.2 Mild Hybrid valued at €24,000, supplied by Hugo Loonam Motors in Cloghan, County Offaly.

2.2 The prize does not include road tax or any type of motor insurance.

2.3 The prize is not negotiable or transferable to another person.

2.4 There is a cash alternative for this prize which is €17,000.

2.5 The Promoter accepts no responsibility or liability to the winner for any dissatisfaction with the prize. The prize is provided "as is" and the Promoter makes no representation and gives no warranty in respect of the prize.

2.6 The second prize is a voucher for €4,000 for a holiday with Midland Travel Ltd, Tullamore, County Offaly.

2.7 This prize is a cash voucher to be used with Midland Travel Ltd under their own terms and conditions.

2.8 There is a cash alternative for this prize which is €2,800.

2.9 The Promoter accepts no responsibility or liability to the winner for any dissatisfaction with the prize. The prize is provided "as is" and the Promoter makes no representation and gives no warranty in respect of the prize.

2.10 All additional prizes in this raffle have been donated in-kind to Offaly Down Syndrome Association to be given away as prizes in the raffle, and there is no cash alternative for any of the prizes. Again, the Promoter accepts no responsibility or liability to the winner for any dissatisfaction with any of the prizes. The prizes are provided "as is" and the Promoter makes no representation and gives no warranty in respect of the prizes.

3. How to Enter

3.1 The raffle will run from 10 am on Monday 1st January 2024 (the "Opening Date") to 5pm on Friday 27th December 2024 (the "Closing Date") inclusive.

3.2 All competition entries must be received by the Promoter by no later than 2pm on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3 To enter the raffle:

(a) Purchase a raffle ticket at the price of €20 from the Promoter set out in Clause 1 above.

(b) Purchase a ticket online at www.idonate.ie/DownSynOffaly

3.4 Purchase a ticket from venues advertised on our social media channels.





3.5 On purchase of a ticket for the raffle draw, all purchasers of tickets are automatically entered. Tickets must be retained as proof of purchase.

3.6 By purchasing a raffle ticket through whichever option outlined in Clause 3.3 above entrants agree to be bound by these terms and conditions. Entrants should retain a copy of these terms and conditions for reference.
3.7 The Promoter will not accent:

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(a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

(b) proof of posting or transmission as proof of receipt of entry to the raffle.

3.8 By entering the raffle, the entrant agrees to take part in any publicity relating to the raffle draw, if invited to participate by the Promoter.

4. Eligibility

4.1 The raffle draw is open to all persons aged 18 or over at the date of the purchase of the raffle ticket **except**:

(a) the Promoter or direct members of the Promoters family.

(b) members of the Offaly Down Syndrome Association Committee who are professionally connected with the raffle or its administration.

4.2 In entering the raffle, the entrant confirms that he/she is eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the raffle.

4.3 The Promoter will not accept raffle entries that are:

(a) automatically generated by computer;

(b) completed by third parties or in bulk;

- (c) illegible, have been altered, reconstructed, forged or tampered with;
- (d) photocopies and not originals; or

(e) incomplete

4.4 There is a limit of 50 tickets per person.

5. Winner Selection

5.1 The winning raffle ticket will be drawn by the Promoter in front of witnesses on Tuesday, December 31st 2024.

5.2 If the writing on the raffle ticket that is drawn from the drum is illegible, another ticket will be drawn in its place.5.3 The draw will be witnessed by 2 independent people.

5.4 The decision of the Promoter, as to the winners and validity of the entry is final and no correspondence will be entered into.

5.5 The Promoter will contact the winner personally within two weeks of the raffle draw, using the telephone number and/or email address provided with the raffle entry.

5.6 The Promoter must publish or make available information that indicates a valid raffle took place. The winner's name will be announced on the Promoter's Facebook page, <u>www.</u>facebook.com/DownSynOffaly.

5.7 The Promoter will not enter into correspondence with third parties and will not use alternative contact details to those supplied upon purchase of the raffle ticket.





6. How to Claim the Prize

6.1 Please allow 28 days for delivery of the prize.

6.2 The winner must provide a valid driving licence and proof of insurance on collection.

6.3 The prize may not be claimed by a third party on the winner's behalf.

6.4 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted, or is not available, or has not claimed their prize by 28th February 2024, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
6.5 The Promoter does not accept any responsibility if the winner is not able to take up the prize.

7. Publicity

Entrants agree and give consent that, if they are the winner, the Promoter will have the right, without additional payment or permission, to use their name and a photograph for the purposes of announcing the winner of the raffle draw and for related promotional purposes.

8. Restrictions

Individuals who attempt to circumvent the system running the draw in any way will not be eligible to participate in the raffle draw. If there is any reason to believe that there has been a breach of these terms and conditions by an entrant, the Promoter, may in its sole discretion invalidate the relevant entry; exclude the entrant from participating in the raffle and/or disqualify the entrant from the raffle draw.

9. Right to modify or cancel

9.1 The Promoter reserves the right in its sole discretion to modify, cancel, terminate or temporarily suspend this raffle at any time without notification and with no liability to any entrant or any third party.
9.2 If the raffle draw is not capable of being conducted as specified in these terms and conditions or in the event of a virus, computer bug or unauthorised human intervention or any cause that is beyond the Promoter's reasonable control, the Promoter reserves the right to substitute the prize for another prize of equal value.
9.3 If the Promoter and/or Offaly Down Syndrome Association are not able to sell 1,500 tickets by Friday 27th December 2024 ("Closing Date"), the promoter reserves the right to offer a prize of reduced value. This is to guarantee that Offaly Down Syndrome Association, as a charity, does not undertake any additional costs.

10. Limitation of Liability

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstance be responsible or liable to compensate the winner or accept any liability (under contract, or otherwise under law) for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees.



Offaly Down Syndrome Association, Lea Beg, Boora, Blue Ball, County Offaly, R35 W184 **Chairperson** Ann Crombie Secretaries Lisa Troy & Gill Hoey Treasurer Patrick de Chaumont Offaly Down Syndrome Association is a branch of Down Syndrome Ireland – Charity Number CHY 6062



11. Governing Law and Jurisdiction

The terms and conditions herein are governed by Irish Law and the parties submit to the exclusive jurisdiction of the Irish Courts.



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