#### BOHERBUE COMPREHENSIVE SCHOOL

# **CAR RAFFLE**

## **TERMS AND CONDITIONS**

## The Promoter

The Promoter under a licence granted by District Court Area of Mallow on 2<sup>nd</sup> Febraury 2025 is Vera Leader, Nominee of the Board of Management of Boherbue Comprehensive School, Boherbue, Mallow, Co. Cork.

### The Prize

1<sup>st</sup> Prize is a brand new Kia Ceed 1.0 petrol GT Line. (There is not a cash alternative to this prize)
2<sup>nd</sup> Prize is an iphone (There is not a cash alternative to this prize)
3<sup>rd</sup> prize is €500 cash.

## **Car Details**

The car is a new Kia Ceed

See Kia or Coleman's Millstreet for full spec.

The Prize is exclusive of any type of insurances and road tax.

The Prize is not redeemable for cash or transferable to another person.

Neither the Promoter nor any sponsor accepts any responsibility or liability to the winner for any dissatisfaction with the Prize.

The Prize is provided "as is" and neither the Promoter nor any sponsor make any representation nor give any warranty in respect of the Prize.

## **Entry Requirements**

The purchaser of the ticket must be over 18 years of age.

The Raffle Draw is open to anyone aged 18 or over at the date of the Raffle Draw who have purchased a ticket between 3pm on Wednesday 10<sup>th</sup> December 2024 and midnight on the 2nd June 2025. By taking part in this Raffle Draw, the participant is deemed to have read and understood the terms and conditions of this promotion and agrees to be bound by them.

In the event of a club or syndicate winning the person buying the ticket for the syndicate will represent the interest of the syndicate.

## How to Enter the Raffle Draw

Entry to the Raffle Draw is by means of a raffle ticket specially commissioned by the Promoter online only through boherbuecs.com or the school social media sites in partnership with idonate.ie.

On purchase of a ticket for the Raffle Draw participants will receive an email with their raffle number, all purchasers of tickets are automatically entered. Tickets must be retained as proof of purchase.

At the point of purchase of the raffle ticket, purchasers will be asked to provide details to idonate.ie. Failure to provide any of the details or accurate contact details at the point of purchase may result in an inability on the part of the Promoter to contact the winner. The Promoter accepts no responsibility or liability to the winner for any failure on the part of the winner to provide full and accurate contact information.

Raffle Draw tickets are priced at €20 or special offer of 3 tickets for €50.

By purchasing a ticket, entrants agree to be bound by these terms and conditions (please retain a copy of these terms and conditions for your reference) and to take part in any publicity relating to the Raffle Draw, if invited to participate by the Promoter.

Ticket sales are non-refundable.

#### **Option to Cover Commission**

At point of sale for online tickets, the purchaser is given the option to cover the commission fee of idonate.ie. This is an option to the purchaser and the purchaser is under no obligation to cover the commission fee.

Commission paid by the purchaser is non-refundable.

#### Winner selection

The winning ticket will be drawn by an independent judge appointed by the Promoter for that purpose on Friday 4<sup>th</sup> May 2025 at Boherbue Comprehensive School. A second draw will take place if the first winner choosing is unable to meet the T&Cs or is unable to be contacted. The decision of the Promoter as to the winner and validity of the entry is final and no correspondence with third parties will be entered into.

## How to claim

The Promoter will use reasonable endeavours to contact the winner within 5 weeks of the Raffle Draw using the contact details supplied upon purchase of the raffle ticket, and the name of the winner will be posted on the website of the Promoter – Boherbue Comprehensive School and Coleman's KIA Millstreet.

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.

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

If a winner does not claim the Prize, does not respond within 5 weeks of their details being posted on the website of the Promoter, or is unable to provide a valid driving licence and proof of insurance on the collection, such winner waives the right to claim the Prize and the Prize will be awarded to the winner chosen in a second draw.

Publicity Entrants agree and give consent that, if they win, the Promoter will have the right, without additional payment or permission, to use their name, age, the town of residence and likeness for the purposes of announcing the winner of the Raffle Draw and for related promotional purposes.

### Restrictions

Individuals who attempt to circumvent the system running the Raffle Draw in any way or use multiple fraudulent attempts to play more than once, will not be eligible to participate in the Raffle Draw.

If there are reasonable grounds 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 and disqualify the entrant from the Raffle Draw.

"If the winner of the raffle is under the age of 18, ownership and responsibility for the vehicle will be assumed by the winner's parent or legal guardian until the winner reaches the age of majority."

Prize must be accepted as offered. No alternative prize will be offered.

## Promoter's right to modify or cancel

The Promoter reserves the right in its sole discretion to modify, cancel, terminate or temporarily suspend this competition at any time without notification, and with no liability to any entrant or any third party.

If the Raffle Draw is not capable of being conducted as specified in these terms and conditions, or in the event of a virus, a computer bug or unauthorised human intervention, or any other cause that is beyond the Promoter's reasonable control, the Promoter reserves the right to substitute the Prize for cash value or for another prize of equal value.

## Limitation of liability

The Promoter's total liability in contract, tort (including, without limitation, negligence) or otherwise arising out of or in connection with or in relation to these terms and conditions or arising out of or in connection with or in relation to any non-contractual arrangement shall be limited to the amount actually paid or payable by the entrant for the raffle ticket.

The limitation of the Promoter's liability herein has effect in relation both to any liability expressly provided for under these terms and conditions and to any liability arising by reason of the invalidity or unenforceability of any term of these terms and conditions.

### **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.

The Promoter is committed to operating the Raffle in a socially responsible way. If you or a family member feel that you are experiencing problems with gambling, you can seek advice and support from Gamble Aware via their website at http://www.gambleaware.ie or from the National Gambling Helpline on 1800 753 753. The Promoter's decision in all matters relating to the Raffle is final.

The Promoter reserves the right to modify, cancel, terminate or suspend the Raffle in whole or in part in the Promoter's sole discretion.