St. Mary's Secondary School, New Ross,

Pitch Development Draw Terms and Conditions

- 1. The Promoter, under a licence granted by Wexford District Court, is St. Mary's Secondary School, New Ross, Co. Wexford. The charitable purpose of the draw is to fundraise for the development of Astroturf Sport and Recreation facilities at St. Mary's Secondary School, New Ross (Promoter). The promoters will derive no personal profit from the draw. The terms and conditions herein set out are at all times governed by the laws of the Republic of Ireland.
- 2. Draw tickets will be sold online at https://www.stmarysnewross.org and tickets may also be available for sale as physical tickets. Each online ticket sold will be converted to a physical stub in advance of the draw taking place, to ensure that each ticket is included in the draw drum in advance of the draw taking place. The buyers name recorded on each ticket is deemed to be the ticket holder.
- 3. The draw is open to anyone aged 18 or over at the launch date of the draw. The buyer's name recorded on each ticket is deemed to be the ticket holder. By taking part in this draw, the ticket purchaser is deemed to have read and understood the terms and conditions herein outlined. There is no limit on the number of entries that an individual can purchase. If a winning ticket has a child's name, the prize will be transferred to the legal guardian.
- 4. The prizes are as stated. First prize is BYD Dolphin Car or €30,000. Second to Fifth prizes of €1000 each. The ticket for the first prize will be drawn first on the day the draw takes place. Subsequent other prizes will be drawn in the order listed. St. Mary's Secondary School reserves the right to add additional prizes to the competition and the addition of any such prizes will be available on our website.
- 5. Draw tickets are priced at €25 each and a maximum of 10,000 tickets will be available for sale.
- 6. The minimum number of tickets required for the draw to take place is 7,000. If within 48 hours of the draw taking place, the number of ticket holders is less than the minimum number of ticket holders the draw shall be cancelled or postponed as St. Mary's Secondary Schools sees fit and arrangements made as soon as reasonably possible thereafter to refund not more than 90% each of the subscribing members if the cancellation option is chosen.
- 7. St. Mary's Secondary School reserves the right to change the date of the draw due to any unforeseen circumstances or to cancel the draw. If for any reason the draw should not proceed, members of the public who purchased tickets will be refunded the sum of not more than 90% of the purchase price, (the balance of the draw funds being retained by St. Mary's School to defray expenses occurred in the running of the draw; your ticket will be deemed to be a consent to this retention) and St. Mary's School shall not be liable in respect of such cancellation save the extent of the refund.
- 8. Once purchased, the ticket is nonrefundable except in circumstances where the competition is cancelled by St. Mary's Secondary School. In that event a maximum amount of 90% of the purchase price will be refunded to the purchaser of the tickets.
- 9. For the purpose of the general data protection regulations, GDPR, the school will retain and use the personal data for the duration of the competition and for a reasonable time thereafter as required. On purchasing a ticket each entrant agrees to the use of his or her details being used solely in connection with the competition. Personal data can be released to third parties if necessary to effect the transfer of prizes to the winners. The winner hereby agrees and consents to the use of his or her personal data and her his or her image being released in publicity material in conjunction with the competition.

- 10. St. Mary's Secondary School does not warranty nor confirm the state and condition of the car in any way. St. Mary's Secondary school nor any of its servants, agents, licensees, trustees, committee members or the organisers of the raffle shall be in any circumstances liable for any loss, damage, inconvenience or expense suffered by the winner in relation to the state, condition, repair, or construction of the car. The colour of the car supplied may not be the same colour as the car on promotional literature.
- 11. St. Mary's Secondary School reserves the right to cancel the competition and these terms and conditions without notice in the event of any unforeseen circumstances or any actual or anticipated breach of any applicable law or regulation or any other event outside of St Mary's Secondary School's control. Any changes to the to the competition will be advertised as soon as possible by St. Mary's Secondary School.
- 12. The draw will be held in St. Mary's Secondary School on a date set by the Board of Management. St. Mary's Secondary School reserves the right to postpone and rearrange the date of the draw at their sole discretion as many times as they require see fit.
- 13. The winner will be announced within seven days of the completion of the draw by e-mail and or telephone and or text message and or social media platforms as decided by St. Mary's Secondary School.
- 14. The winner may be subject to verification by St. Mary's Secondary School and confirmation that they have complied with the terms and conditions. This process may take up to seven days to complete once the winner has been announced.
- 15. If the winner cannot be contacted via one of the above means of communication or does not claim their prize within 14 days of the notification of same, then St. Mary's Secondary School reserves the right to withdraw the prize from the winner and select a replacement winner.
- 16. The competition will be implemented and conducted by St. Mary's Secondary School. The preparation of entries for the final draw and the final draw will be observed by an independent adjudication as appointed by St. Mary's Secondary School, Board of Management. St. Mary's Secondary School will maintain records, recording all entries into the competition and all costs in relation to the competition. The identity of the independent adjudicator will be notified to all on St. Mary's Secondary School's website in advance of the draw.
- 17. Neither the school nor any sponsor accept any responsibility or liability to the winner for any dissatisfaction with the prize. As soon as the car has been collected by the winner or their nominated person, then full and complete responsibility for the car is immediately transferred to the winner.
- 18. The promoters shall not be liable to the ticket holder for any loss, damage, inconvenience or expense as a result of participating in the draw or as a result of factors beyond the control of the promoters.
- 19. St. Mary's Secondary School's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into in respect of the competition result.