

PK4A Donate & Win TERMS & CONDITIONS

1. All entries for the PK4A Donate & Win are subject to these **Terms & Conditions**.

2. In these **Terms & Conditions**:

“DONOR” means a person who is eligible to participate in the PK4A Donate & Win

“PK4A Donate & Win” means the **Paradise Kids 4 Africa Donate & Win Donation Funds Drive** conducted by the charity Hopewell Hospice Inc Charity No 1194 in accordance with these **Terms & Conditions**;

“Web Site” means the web site located at www.pk4a.com

accessible on the internet through the World Wide Web or via other wireless platforms connected to the internet.

3. Entry is open to all residents of Australia only.

4. The PK4A Donate & Win ends 10 minutes prior to the draw on 23 April 2010 (“**Promotion Period**”).

5. Each Donor that makes a Donation via the “PK4A Donate & Win” agrees to be bound by these **Terms & Conditions**.

How to enter

6. To be eligible in the PK4A Donate & Win, a Donor must:

(a) DONATE a minimum of \$10 to PK4A; and

(b) complete in full all contact details on the “TICKET BUTT/STUB” of the PK4A Donate & Win ticket.

7. The Charity however reserves the right at its sole discretion not to accept entry for any reason whatsoever. If the Charity determines not to accept the entry of a Donor it will refund the Donor their Donation in full.

8. Donors in the PK4A Donate & Win are permitted multiple entries in \$10 allocations. If a Donor purchases an entire book of PK4A Donate & Win tickets, the Donor must complete in full the Donor’s contact details on all of the ticket stubs that comprise the ticket book and return the ticket book to the charity or the charity’s agent.

10. Donor’s personal information will not be disclosed to anyone or body. The winner will be notified by SMS & Email on the night of the draw.

11. All decisions as to whether a Donor’s entry has been incorrectly submitted, is incomplete or is included in the PK4A Donate & Win by the charity will be at the sole discretion of the charity director. The charity and its agencies associated with the PK4A Donate & Win are not liable and do not accept responsibility for any error, omission, interruption, deletion, defect, delay in delivery or delivery failure that may result in a Donor’s entry not being received or received properly, or once received being included by the charity in the PK4A Donate & Win. This includes any errors or failures that are caused by the charity and its agencies, including those arising out of any negligence or breach of duty on their behalf.

Prizes

12. The prizes will be decided by the drawing of tickets butts at random from a barrel. First prize will be drawn first and then all other prizes will be drawn in descending order. A list of prizes is printed on all Tickets and available at the Web Site.

13. Prizes are transferable and are redeemable for cash or exchange.

14. If the winner of first is under 16 years of age, the prize will be awarded to the winner’s parent or legal guardian. If the winner of the second prize is under 16 years of age, the winner must be accompanied by an adult during the entirety of their trip.

15. In the event that any prize became unavailable for any reason the charity’s control, the charity reserves the right to substitute any prize for a prize of similar value.

16. The Travel prize does not include additional meals, additional accommodation or other transport (other than airport transfers), travel or other insurance.

Draw

17. There are 3 prizes to be won. The draw will be a manual draw that will take place at the Sydney Function on 23 April 2010 at the Roxy, two members of the PK4A Donate & Win Committee will be present at the draw. Donors are not required to be present at the draw but may do so if they wish. All Donors consent to publishing their name on the Web Site.

Dispute

18. In the event there is a dispute concerning the conduct of the Draw, the decision of the charity is final and no correspondence will be entered into. The charity and their related bodies corporate, officers, employees, contractors and agents, and all other suppliers of prizes, will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect or consequential loss) which is suffered or sustained in connection with the PK4A Donate & Win, the promotion of or the use of any prize, except for any liability which cannot be excluded by law.

19. If for any reason the competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the charity which corrupts or affects the security, fairness or integrity or proper conduct of the competition, the charity reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process or to cancel the competition.

30. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the charity and which prevents the charity from complying with these **Terms & Conditions**, the charity will not be liable for any failure to perform or delay in performing its obligation and the charity reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend the PK4A Donate & Win.

20. The PK4A Donate & Win will be conducted by the PK4A Donate & Win Committee.

21. The benefiting non-profit organisation of the PK4A Donate & Win is Paradise Kids 4 Africa.