**LINDFIELD JUNIOR RUGBY CLUB (“LJRC”)**

**Our Village 2021 FUNDRAISING**

**TERMS AND CONDITIONS**

1. Information on how to fundraise on behalf of LJRC form part of these Terms and Conditions. Participation in the LJRC Fundraising program is deemed acceptance of these Terms and Conditions.
2. The Promoter reserves the right, at any time, to verify the validity of the participating merchant transactions that are recorded LJRC members and supporters and reserves the right, in its sole discretion, to disqualify any transaction that the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry processor engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of thefundraisingprogram. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
3. Incomplete or indecipherablemerchant transactionentries will be deemed invalid.
4. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
5. The Promoter collects personal information (**“PI”**) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing the PI. The Promoter will also use and handle PI as set out in its Privacy Policy which can be viewed on the Club’s website. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI or promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also includes information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
6. The Promoter is Lindfield Junior Rugby Club (ABN 73 430 631 393) of Tryon Road, East Lindfield NSW 2070, telephone (02) 0411 255 356