

RULES FOR THE IRISH GUIDE DOGS FOR THE BLIND MOTORBIKE RAFFLE AT BIKEFEST IRELAND KILLARNEY

(the “**Rules**”)

Participation in the raffle, all tickets, transactions and claims are subject to the rules of Irish Guide Dogs for the Blind. Rules are available at <https://shop.guidedogs.ie/products/harley-davidson-raffle-2024>

The Promoter:

The Promoter, under licence from Cork City District Court, is Irish Guide Dogs for the Blind, a company limited by guarantee incorporated under the laws of Ireland with registered number 55616 (Registered Charity Number: 20009977 / Revenue Number: CHY 6006) having its registered address at Model Farm Road, Cork T12 WT4A, Ireland (the “**Promoter**”).

The Prize:

The Prize is one motorbike with an estimated retail value of approximately €7,750 and not necessarily of the model, colour or specification shown in any illustration (the “**Prize**”). The exact retail value of the Prize is not ascertainable by the Promoter in advance of the Raffle Draw. The Promoter has provided an estimate of the likely retail value of the Prize. The actual retail value of the Prize may not be the same as the estimated retail value. For the avoidance of any doubt, the estimated retail value included on any promotional material is for reference only and does not constitute an offer from the Promoter to the winner to seek to claim a Prize at the estimated retail value or at any particular retail value.

The Prize is exclusive of insurances. The Prize is not redeemable for cash or transferable to another person. Any and all prize-related expenses, without limitation, shall be the sole responsibility of the winner.

Neither the Promoter nor any sponsor accept 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 into the Raffle Draw

Entry to the raffle draw (the “**Raffle Draw**”) is by means of a raffle ticket specially commissioned by the Promoter. Raffle Draw tickets are priced at €5 each. Raffle Draw tickets will be available for purchase on the Promoter’s website <https://www.guidedogs.ie/> from 15 April 2024 until 5 pm on 24 May 2024. Physical Raffle Draw tickets will be available for purchase at volunteer branch events from 15 April 2024, and during Ireland BikeFest Killarney, which is due to take place from 31 May 2024 to 2 June 2024 (the “**Event**”). Physical tickets will be available to purchase during the Event until 4 pm on 2 June 2024. The Draw will take place at the location of the Event at approximately 5 pm on 2 June 2024.

At the point of purchase of the raffle ticket, purchasers will be asked to provide the first and last name, e-mail address, postal address and telephone number of the entrant to the Raffle Draw (the “**Entrant**”), which will be written on the ticket. No more than one Entrant may be named on each ticket. The ticket shall be deemed to be owned by the person named on the ticket. On purchase of a raffle ticket for the Raffle Draw and completion of the details outlined above, the Entrant will be automatically entered into the Raffle Draw. The purchaser and Entrant shall retain a copy of these Rules for reference. The winning Entrant shall take part in any reasonable publicity relating to the Raffle Draw, if invited to participate by the Promoter.

Raffle tickets must be retained as proof of purchase. Failure to provide any of the foregoing information or accurate contact details at the point of purchase may result in inability on the part of the Promoter to contact the winner. The Promoter accepts no responsibility or liability to a winner for any failure on the part of a purchaser to provide full and accurate contact information.

The Raffle Draw is open to all residents of the Republic of Ireland aged 18 or over as at the date of the Raffle Draw who have been named as an Entrant on an Irish Guide Dogs for the Blind Raffle Draw ticket purchased between 15 April 2024 and 2 June 2024, except those who at any time during the period commencing 15 April 2024 up to (and including) 2 June 2024 (the date on which the winner is selected) are trustees or employees of the Promoter or of any sponsor (or of any of the wholly owned subsidiaries of any sponsor) or any member of their respective households. The Promoter may, in its sole discretion, restrict or prohibit any person or persons from participation or further participation in the Raffle Draw if in its view that person or persons are playing in a manner deemed to be interfering with any other Entrant’s reasonable access to the Raffle Draw.

Winner selection:

The winning ticket will be drawn by an independent judge appointed by the Promoter for that purpose on 02 June 2024, at the location of the Event. The independent judge will also draw 5 (five) additional tickets which will be recorded in the order in which they are drawn on a runners-up list. This will be witnessed by two witnesses present during the draw.

If the writing on the ticket that is first drawn from the drum is illegible, or the Entrant is otherwise uncontactable, the Entrant named on the first ticket noted on the runners-up list will be awarded the Prize instead. If that ticket is also illegible, or the Entrant is otherwise uncontactable, the Entrant named on the second ticket noted on the runners-up list will be awarded the Prize. This will be repeated as necessary. The foregoing will be witnessed by two witnesses present during the draw.

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.

For the avoidance of doubt, where the purchaser of the winning Raffle Draw ticket and the Entrant named on that Raffle Draw Ticket are not the same person, only the Entrant shall be awarded the Prize. The right to the Prize is not transferrable.

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 – www.guidedogs.ie.

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 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 collection, such winner waives the right to claim the Prize and the Prize will be awarded to the Entrant named on the ticket next drawn as noted on the runners-up list.

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, town of residence and likeness for the purposes of announcing the winner of the Raffle Draw and for related promotional purposes.

Restrictions

Individuals who circumvent or attempt to circumvent the rules and procedures relating to the running of the Raffle Draw or who otherwise engage or attempt to engage in any fraud or deception in relation to the Raffle Draw 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 Rules by an Entrant or by the purchaser of a Raffle Draw ticket, the Promoter may, in its sole discretion, invalidate the relevant entry and disqualify the Entrant from the Raffle Draw.

Promoter's right to modify or cancel

The Promoter reserves the right in its sole discretion to modify, cancel, terminate or temporarily suspend the Raffle Draw (or any of the Rules of it) 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 Rules, or in the event of 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 shall not, in any circumstances, be liable in contract, tort (including, without limitation, negligence) or otherwise for any loss (direct, indirect, or consequential) suffered or incurred by any Entrant or purchaser or any other person arising out of or connection with the Raffle Draw or from the participation by any person in the Raffle Draw. In particular, but without prejudice to the generality of this rule, the Promoter shall not be liable to any person;

- i) for the failure of, or damage or destruction to the Promoter's computer system or records, or
- ii) for delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system, or
- iii) for any other action or event which prevents or hinders the entry of a valid ticket.

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

Governing Law and Jurisdiction

The Rules herein are governed by Irish law and the Promoter and each purchaser of a Raffle Draw ticket and Entrant submits to the exclusive jurisdiction of the Irish Courts.