

CLUBDRAWS

Automated Fundraising

Partner Terms and Conditions

As a Partner of ClubDraws, your access and use of the ClubDraws Service constitutes your agreement with, and acceptance of the ClubDraws Terms of Service outline below.

A “Partner” may be a charity, school, community association, sporting club, recognised political or religious group or an individual or business fundraising for a not-for-profit organisation. A Partner and Beneficiary may be the same. A “Beneficiary” is the not-for-profit organisation that will receive the funds raised as detailed in section B “Partner Renumeration”.

A - Service Overview

- 1) ClubDraws will implement our software and expertise to create a weekly draw and process online ticket sales on behalf of the Partner.
- 2) ClubDraws will supply this service in accordance with the legislation enforced by the government controlling body of the state(s) in which the draw is to be held.
- 3) ClubDraws will provide a government certified random number generator facility to allow for a 100% random drawing of the draw event.
- 4) Clubdraws will supply or procure the main cash prize for the weekly draw

B - Partner Renumeration

- 1) Clubdraws will operate the weekly draw on behalf of the partner and other partner organisations and produce a monthly statement of the sales achieved by each partner as a result of their direct sales channel.
- 2) The partners beneficiaries are paid on a sliding scale as follows:

up to 1000	members = 40% of your ticket sales
1001 - 5000	members = 50% of your ticket sales
5001- 20000	members = 60% of your ticket sales
Over 20,000	members = Custom Agreement

- 3) All renumeration funds will be processed monthly by bank transfer with accompanying statements for legal compliance.

C - Responsibility of ClubDraws

- 1) ClubDraws will supply and pay for a secure payment gateway for the purchase of draw tickets and secure storage of ticket buyer’s personal information which excludes credit card details.
- 2) ClubDraws software is fully PCI compliant and customers data is secure.
- 3) Clubdraws will procure and pay the winner the main cash prize for each draw.
- 4) The beneficiary and/or partners are responsible for supplying any sub-prizes from their organisation specific to their fans/followers with the assistance of ClubDraws.
- 5) Draw proceeds are held in a separate bank account from the ClubDraws General Trading Account.
- 6) The Partner and/or Beneficiary has access to full sales and financial reports during and at the conclusion of each draw. The draw sales data is the property of the ClubDraws,

7) ClubDraws will notify the winner(s) and publish the winner(s) details in a public space.

D - Responsibility of Draw Partner

- 1) The Partner is jointly responsible for the promotion and marketing of the weekly draw utilising ClubDraws experience and guidance.
- 2) Obtaining the relevant permit(s), when required, to enable the ClubDraws to conduct a draw (in the event of a sub-prize that is outside of the permitted limits in the state)
- 3) As a contributor of your organisation's Draw marketing, you agree to not:-
 - infringe the intellectual property rights (including copyright) of any third party;
 - detrimentally affect the brand or reputation of ClubDraws or any affiliates or partners of ClubDraws;
 - be misleading or deceptive as to the nature, type, service or benefits of the Content;
 - contain information that is inaccurate, ambiguous, exaggerated, defamatory or untrue;
 - send junk email or spam to people who do not wish to receive email from You;

ClubDraws reserves the right to request the removal or edit any content posted on the Draw Page at its sole discretion, without notice and without liability if we deem the content to be inappropriate and or in breach of these Terms and Conditions.

E - Intellectual Property Rights

- 1) The Partner indemnifies ClubDraws from any costs, expenses, claims or damages paid or payable by ClubDraws in connection with a claim by any person that the Partner infringes the Intellectual Property Rights of that person.
- 2) For the purposes of these Terms, "Intellectual Property Rights" means all intellectual property rights, including but not limited to: patents, copyright, rights in circuit layouts, registered and unregistered designs, registered and unregistered trademarks, knowhow and the right to have confidential information kept confidential; and
- 3) The Partner grants to ClubDraws a royalty free, worldwide, non-exclusive, transferable, licence to use, the Partner's details in terms of logo, and draw page, testimonial and draw financials as a promotional tool for ClubDraws.

F - Disclaimer

- 1) During the registration process ClubDraws take reasonable steps to substantiate the Not-For-Profit status of the beneficiary. ClubDraws accepts no liability whatsoever for the actions of our Partners on the Draw Facility.
- 2) ClubDraws accepts no liability for ensuring that any Beneficiary applies the proceeds received from a draw event in any particular way.
- 3) For our partner specific sub-prizes, ClubDraws is not responsible for the draw prizes in ANY respect, such as procurement, storage, distribution. The Partner must deal with any customer dissatisfaction regarding the prize(s) and/or the distribution of the prize(s).
- 4) Where the Partner has enlisted the services of ClubDraws to supply prizes, ClubDraws will deal with any customer enquiry/concerns directly.
- 5) The Partner must ensure that they meet the requirements of Government legislation in their state with regard to what may be offered as a prize. ClubDraws takes no responsibility for the appropriateness of the prizes presented by our partner, however

we reserve the right to suspend the progress of the draw if for some reason the content is questionable.

ClubDraws has made every effort to provide a reliable service for our Partners. However, in the unlikely event that our service is disrupted due to a computer virus, hosting or network failure, unauthorised intervention or circumstances beyond our control, which may lead to a loss in ticket sales Clubdraws will ensure compliance with government guidelines.

- 1) While ClubDraws strives to make the Government information on our website as timely and accurate as possible, we make no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the contents of this site, and expressly disclaims liability for errors and omissions in the contents of this site.
- 2) The onus is on our Partner to research the Government Regulations as it applies to them specifically and take any necessary actions with regard to registrations or permits.
- 3) ClubDraws has taken measures to ensure a secure payment gateway and storage of personal information for ticket buyers. However, our Partners recognise that ClubDraws cannot be held responsible for hacking or malicious attack.

G - Refund Policy

Partner – Termination

Either party may terminate the online draw before the commencement of the draw event, but must do so by written notification. In the event of the Partner instigating the cancellation ClubDraws will give the option of allowing the existing subscribers to continue until they cancel or if they would prefer all to be cancelled upon termination. Any funds raised during the cancellation period are payable to the beneficiary as normal.

H - Ticket Buyers

- 1) Purchases made through the Payment Platform by a ticket buyer utilising a payment card are final and not disputable. However, a ticket purchases who believes that they have a gambling problem or are overextended financially will be given an opportunity to amend or cancel their ticket purchase by utilising their unique log in to the admin centre or contacting ClubDraws by email - hello@club-draws.com
- 2) Where there has been an unauthorised use of a buyer's Payment card, and the unauthorised nature of that use can be proven, then the payment will be refunded, unless it has already been credited to the relevant Partner Organisation.
- 3) ClubDraws does not extend credit or loan money to customers to purchase draw tickets.
- 4) ClubDraws makes no representations as to the compliance by our Partners with the laws applicable to the conduct of the draw event. Ticket buyers must establish to their own satisfaction the propriety or otherwise of the draw by contacting the relevant Partner Organisation directly.
- 5) Any disputes about draws must be directed to ClubDraws on email at hello@club-draws.com

Correspondence

A Partner notifying ClubDraws under these Terms must;

- do so in writing;
- addressed to ClubDraws at the address shown on the official website www.ClubDraws.com; and
- be left at or sent by prepaid post or email to that address.

All correspondence will be deemed received:

- on the date of delivery, if left at the recipient's address;
- five days after the date of posting if sent by prepaid post; and
- if sent by email, on the day the email is sent (as long as the sender has not received a delivery failure message in relation to that email).