

Terms & Conditions

The Promoter

The Promoter under a licence granted by District Court Area of Listowel on 7th October 2021 is Ballyduff GAA Club, its registered address at Ballyduff, County Kerry, Ireland.

The Prize

The Prize provided is one Automatic right-hand drive, BMW G20 318d M Sport Saloon 2.0d (Diesel). Colour to be Alpine White. There is no cash alternative for the prize.

Car Details

This BMW 318d M Sport Saloon 2.0d (Diesel) with 3-Year BMW Parts and Labour including Warranty, includes Breakdown Assist from date of Registration and full specifications are available at www.ahernsbmw.ie.

It is important to note that the BMW 318d will be used for promotions purposes and will have mileage displayed, however, the first registered owner will be the person with the winning ticket.

- The Prize is not redeemable for cash or transferable to another person.
- The Prize is exclusive of any type of insurances and road tax.
- Neither the Promoter nor any sponsor accepts any responsibility or liability to the winner for any dissatisfaction with the Prize.
- The Prize is provided “as is” and neither the Promoter nor the sponsor make any representation nor give any warranty in respect of the Prize.

Entry Requirements

THE DRAW IS OPEN TO ANYONE WORLDWIDE STRICTLY AGED 18 YEARS OR OVER. Any tickets purchased by persons under the age of 18 years shall be declared null and void and shall not be included nor deemed to be included in the Draw. Any such entry into the Draw will be declared invalid and another ticket will be drawn in its place.

By taking part in this Raffle Draw, the participant is deemed to have read and understood the terms and conditions of this promotion and agrees to be bound by them.

How to Enter the Raffle Draw

Entry to the Raffle Draw is by means of a raffle ticket specially commissioned by the Promoter in local shops in Ballyduff or any Ballyduff GAA Club Fundraiser Committee member or online at ballyduffgaa.com. On purchase of an online ticket for the Raffle Draw participants will receive an email with their raffle number, all purchasers of tickets are automatically entered. Tickets must be retained as proof of purchase.

At the point of purchase of the raffle ticket, purchasers will be asked to provide their first name, last name, address or email address, and contact number, which will be inputted on tickets. This information will be held for the duration of the draw and it will be deleted by the committee when the winner has redeemed their prize.

Failure to provide any of the foregoing information or accurate contact details at the point of purchase may result in an inability on the part of the Promoter to contact the winner. The Promoter accepts no responsibility or liability to the winner for any failure on the part of the winner to provide full and accurate contact information.

Raffle Draw tickets are priced at €20.00.

There is no limit on the number of tickets which an Individual may purchase for said Draw. Once purchased, no refunds will be issued except in the event of cancellation of the draw.

By purchasing a ticket, entrants agree to be bound by these terms and conditions (please retain a copy of these terms and conditions for your reference) and to take part in any publicity relating to the Raffle Draw, if invited to participate by the Promoter.

Winner Selection

The winning ticket will be drawn live on ballyduffgaa.com and social media by an independent judge appointed by the Promoter for that purpose at Aherns BMW, Tralee Road, Castleisland, County Kerry on Saturday 8th January 2022 or any date following the sale of a minimum of 5,000 tickets and to a maximum of 6,000 tickets.

A second draw will take place if the first winner choosing is unable to meet the T&Cs or is unable to be contacted.

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.

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 – Ballyduff GAA Club and Aherns BMW social media platforms.

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.

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, such winner waives the right to claim the Prize and the Prize will be awarded to the winner chosen in a second draw.

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

Restrictions

If there are reasonable grounds to believe that there has been a breach of these Terms and Conditions by an entrant, the Promoter may, in its sole discretion, invalidate the relevant entry and disqualify the entrant from the Raffle Draw.

Prize must be accepted as offered. No alternative prize will be offered. The prizes are not redeemable for cash or transferable to another person. In the event of a dispute, the decision of the Promoter is final.

Promoter's Right to Modify or Cancel

The Promoter reserves the right in its sole discretion to modify, cancel, terminate or temporarily suspend this competition at any time without notification, and with no liability to any entrant or any third party.

The Promoter reserves the right to increase the number of tickets to be sold.

If the Raffle Draw is not capable of being conducted as specified in these terms and conditions, or in the event of a 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's total liability in contract, tort (including, without limitation, negligence) or otherwise arising out of or in connection with or in relation to these terms and conditions or arising out of or in connection with or in relation to any non-contractual arrangement shall be limited to the amount actually paid or payable by the entrant for the raffle ticket.

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

Neither the Club nor any its servants, agents, licensees, trustees, committee members or the organisers of the Draw of whatsoever nature or howsoever appointed shall be liable to the Entrants for any loss, inconvenience, damage or expense suffered by the entrants participating in this Draw.

Neither the Club nor any of its servants, agents, licencees, trustees, committee members or the organisers of the Draw shall be liable for any failure in the performance of its obligations due to factors beyond its and/or their control.

Ballyduff GAA Club Car Draw shall not be liable for any failure in the performance of any of its obligations caused by factors outside its control.

Governing Law and Jurisdiction

The terms and conditions herein are governed by Irish Law and the parties submit to the exclusive jurisdiction of the Irish Courts.

The Promoter is committed to operating the Raffle in a socially responsible way. If you or a family member feel that you are experiencing problems with gambling, you can seek advice and support from Gamble Aware via their website at <http://www.gambleaware.ie> or from the National Gambling Helpline on 1800 753 753. The Promoter's decision in all matters relating to the Raffle is final.

The Promoter reserves the right to modify, cancel, terminate or suspend the Raffle in whole or in part in the Promoter's sole discretion.