

# Terms & Conditions

Firies Football, Hurling & Ladies GAA Club

## The Big Drop Fundraiser

### 1 The Promoter

The Promoter under a licence granted by District Court Area of Killarney on February 15<sup>th</sup> 2022 is Firies GAA Club, its registered address at Farranfore, County Kerry, Ireland.

### 2 Prizes

The Prizes are outlined below;

1<sup>st</sup> Prize €10,000

2<sup>nd</sup> Prize €5,000

3<sup>rd</sup> Prize €2,500

4<sup>th</sup> Prize €1,500

5<sup>th</sup> Prize €1,000

6<sup>th</sup> Prize €1,000

7<sup>th</sup> Prize €1,000

8<sup>th</sup> Prize €1,000

9<sup>th</sup> Prize €1,000

10<sup>th</sup> Prize €1,000

There is no alternative for the prizes and prizes are not transferable to another person. The Prizes are provided "as is" and neither the Promoter nor the sponsor make any representation nor give any warranty in respect of the Prizes.

### Early Bird Prize

- All tickets purchased before midnight on Friday, the 16<sup>th</sup> July will be entered in an early Bird draw
- The early bird prize provided for this draw as follows:
  - (i) 2 All-Ireland Football Final tickets 2022 plus overnight accommodation

The Early Bird draw will take place on Monday, July 19<sup>th</sup> at 8pm using a random number generator to select the winner.

### 3 Purpose

The purpose of this Fundraising event is to raise funds for the benefit of Firies GAA. The organisers of the event shall not derive any personnel profit from the event. Firies GAA has partnered with Irish

Community Air Ambulance as an associate charity and has committed to donating 10% of profits from the event to Irish Community Air Ambulance.

## 4 Entry Requirements

**THE Big Drop IS OPEN TO ANYONE WORLDWIDE STRICTLY AGED 18 YEARS OR OVER**, except those who at any time during the period commencing Friday July 1<sup>st</sup>, 2022 to Midnight on Friday, September 30<sup>th</sup>, 2022, or the date on which the winner is selected, are **steering committee members** of the Fundraising team of the Promoter.

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 Big Drop. Any such entry into the Big Drop will be declared invalid and another ticket will be drawn in its place.

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

In the event of a club or syndicate winning, the person buying the ticket for the syndicate will represent the interest of the syndicate

## 5 How to Enter the The Big Drop

Entry is by means of an online entry via <https://pallaslotteries.ie/product/firiesbigdrop>. A limited number of printed tickets will be made available for door to door sales and non-internet users. On purchase of an online ticket for the Big Drop participants will receive an email with their raffle ticket number, all purchasers of tickets are automatically entered.

At the point of purchase of the Big Drop ticket, purchasers will be asked to provide their first name, last name, email address, postal address, and contact number, which will be inputted online. 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. The Big Drop tickets are priced at €48.00 plus €2.00 processing fee. 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 Big Drop, if invited to participate by the Promoter.

Hard copy 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 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.

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

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 Big Drop event, if invited to participate by the Promoter.

## 6 Winner Selection

The winning selections shall be approved by independent adjudicator, appointed by the Promoter for that purpose on Saturday 1<sup>st</sup> of October 2022 or an alternative date as the Promoter deems safe and appropriate for this Fundraising event to take place at Páirc Eamonn Farranfore, Co .Kerry

This Fundraising event is limited to the sale of 4,000 tickets.

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.

During the actual Drop;

- If a ball comes to rest outside of the lined perimeter of the field a replacement ball will have to be dropped.
- If a ball comes to rest on a grid dividing line the grid in which the largest portion of the ball comes to rest will be deemed the winner
- In the event that it cannot be determined in which grid the largest portion of the ball comes to rest by the independent adjudicator then the corresponding prize shall be shared between the grid owners.
- The decision of the adjudicator is final
- Refer to method statement below for additional information.

## 7 How to Claim

The Promoter will use reasonable endeavours to contact the winners within 5 weeks of the The Fundraising event Taking place using the contact details supplied upon purchase of the Big Drop tickets, and the name of the winners will be posted on the website & social media platforms of the Promoter – Firies GAA Club and its associate Charity The Air Ambulance.

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 or 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.

## 8 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 winners of the Big Drop and for related promotional purposes.

## 9 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 event.

Prizes must be accepted as offered. No alternative prizes 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.

## **10 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.

## **11 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 Big Drop 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 of its servants, agents, licensees, trustees, committee members or the organisers of the Big Drop 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 Fundraising event.

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

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

## **12 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 this event 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 Big Drop is final. The Promoter reserves the right to modify, cancel, terminate or suspend the Big Drop in whole or in part in the Promoter's sole discretion.

## **13 For the purposes of data protection legislation:**

The Promoter will retain and use the raffle ticket purchaser's personal data for the duration of the Big Drop and a reasonable period thereafter;

On purchasing a Bid Drop ticket, the raffle ticket purchaser agrees to the use of their details being used solely in connection with the event. Personal data of any kind will not be disclosed to a third party without the Big Drop ticket purchaser's consent;

The prize-winners hereby agree and consent to the use of their personal data and/or image being released in publicity material in conjunction with the Big Drop.

## **Firies GAA – Big Drop**

### **Method Statement for Determination of Ball Location**

1. The Firies GAA Pitch will be Topographically Surveyed using a calibrated Global Navigation Satellite System (GNSS) with an accuracy of  $\leq 20\text{mm}$ .
2. A Grid of up to 4000 equal sizes squares (approx. 3 sq.m) will then be developed via AutoCad Software.
3. Ticket Holders will be randomly assigned a square prior to the DROP.
4. When the ball is dropped from the Helicopter, A club member and an independent adjudicator will determine the Final Resting location of the ball via a calibrated Global Navigation Satellite System (GNSS).
5. This surveyed Final Resting location (centre point of the ball) will be imputed into the AutoCad generated 4000 square Grid and the winner will be determined by who has been assigned the square where the ball lands. If a ball comes to rest on a grid dividing line, the grid in which the largest portion of the ball comes to rest will be deemed the winner. If it cannot be determined in which grid the largest portion of the ball comes to rest by the independent adjudicator, then the corresponding prize shall be shared between the grid owners. The decision of the adjudicator is final.
6. If a ball comes to rest outside of the lined perimeter of the field a replacement ball will have to be dropped.
7. Steps 4, 5 & 6 will be repeated until all the balls have been dropped.
8. If the final resting place of two balls are determined to be the same square, then a replacement ball will be dropped for the smaller of the two prize amounts.