

### Outdoor Furniture Xmas Promotion – Terms and Conditions of Entry

1. Information on how to enter and prize form part of these conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The promotion commences at 9:00am on **Friday 1 December 2017** and closes at 7:00pm on **Sunday 24th December 2017** (“Promotional Period”).
3. To enter the promotion, during the Promotional Period:
  - a. Spend a minimum \$50 on one transaction at any participating NorthWest store (“Eligible Purchase”); and
  - b. Fill out the entry form at point of sale within the participating NorthWest store
  - c. Deposit the entry form into the competition barrel at the Mitre 10 display or in centre
  - d. Retain their receipt as proof of purchase
4. Each receipt with a minimum of \$50 is only valid for one entry. Only one entry form will be provided for each Eligible Purchase.
5. A full list of participating stores is available at the Customer Service Kiosk, NorthWest Shopping Centre. Banks, offices and pop up stores in the centre are excluded from this promotion.
6. One winner will be determined by a random draw, which will take place on **Tuesday 26th December 2017**. In the event that an ineligible entry is drawn or the Promoter is unable to contact a winner within 5 business days of the Prize draw, having made reasonable attempts to do so, the Promoter may deem that winner’s entry invalid and select a new winner on the same terms as the original Prize draw.
7. The winners will be contacted by phone on Tuesday 26<sup>th</sup> December 2017, using the phone number details that are provided on the physical entry form.
8. The winner must be able to validate their entry resulting from an Eligible Purchase during the promotional period. They must do this by presenting their proof of purchase receipt in order to be eligible to redeem their prize.
9. The prize are not transferable, changeable or redeemable for cash.
10. The prize is a Marbella 9 Piece Dining Setting, Char-Broil 4 Burner BBQ, Rondo Outdoor Fire and Gasmate Vertical Gas Smoker provided from Mitre 10 MEGA Westgate.
11. In the event that a prize or any part of a prize becomes unavailable for any reason beyond the Promoter’s control, the Promoter may in its sole discretion decide to provide an alternative prize.
12. Neither the Promoter nor any other entity associated with this competition will be responsible for any late, lost, misdirected, corrupted, incomplete or incorrectly submitted entries, including but not limited to entries not received due to technical problems or human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.
13. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
14. The Promoter reserves the right, at any time, to verify the validity of entries and determine the eligibility of entrants (including an entrant’s identity and age) and to disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
15. By entering this Promotion, entrants agree to the use of their names, photographs and likeness for promotional/advertising purposes without charge, and agree to make themselves reasonably available for this purpose. The ensuing copyright will rest with the Promoter, without any claim to compensation from the entrants.
16. All competition entries become the property and copyright of the Promoter. By entering this promotion, entrants assign copyright in their entry to the Promoter.
17. The winner acknowledges and agrees that he or she will comply with all instructions given by employees of the Promoter and other agencies associated with this promotion, and agree not to do anything that may bring the Promoter into disrepute.
18. The winner agrees that as a condition of receiving the prize, he or she may be required to execute a waiver and indemnity in the form provided by the Promoter.
19. If a winner cannot accept the prize for any reason, that prize will be void and no compensation will be payable.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
21. All decisions made by the Promoter, its employees or agents are final and no correspondence will be entered into.
22. The Promoter may amend, suspend or cancel any aspect of the promotion (including any prize) at any time at its sole discretion.
23. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), 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, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected ; (d) any variation in the prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a prize.
24. As a condition of participating in the promotion, the winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with the promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which the winner may incur arising out of their participation in the promotion and/or using the prize, howsoever caused.
25. The Promoter collects and holds personal information provided by entrants for the purposes of this promotion, for use by the sponsor, and for future promotional purposes. Failure to provide requested personal information may disqualify a person from being able to receive a prize. All personal information provided by entrants will be held by the Promoter at the address specified in clause 29 below. Under the Privacy Act 1993, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email to [info@northwestshoppingcentre.co.nz](mailto:info@northwestshoppingcentre.co.nz).
26. The Promoter is NorthWest Shopping Centre, 1-7 Fred Taylor Drive, Westgate, Auckland, New Zealand.