July School Holiday Snap your picture and win with NorthWest Shopping Centre Terms and Conditions of Entry

Monday 8 July - Sunday 21 July 20196

- 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 Promoter is NorthWest Shopping Centre 1-7 Fred Taylor Drive Westgate. Promotion is open to Auckland residents only. Employees of the Promoter and any agency involved with this promotion, and their immediate families are not eligible to enter.
- 3. To enter the promotion, during the Promotional Period (8-21 July 2019):
 - a. Snap your picture on location at NorthWest Shopping Centre particularly around or inside the School Holiday activation area
 - Upload to Instagram and tag @nwshoppingnz with the hashtag #nwshoppingnz via Instagram story or Post. Entrants must act in accordance with Instagram's requirements and terms of use at all times which can viewed here https://help.instagram.com/581066165581870
- 4. There will be a selection of spot prizes chosen by the NorthWest Shopping Centre Marketing Team, ranging from NorthWest gift cards to Slime Packs. NorthWest gift card can be used at any participating NorthWest retailer, valid for 12 months. Banks, insurance, offices, Countdown and pop up stores at NorthWest Shopping Centre are excluded from this promotion.
- 5. The promotion closes at 6:00pm Sunday 21 July 2019. Spot prize winners will be notified occasionally throughout the 2 weeks of the promotion, with the final selection on Monday 22 July 2019. When a winner is chosen they will be required to collect their prize from the NorthWest Customer Service Kiosk. In the event that an ineligible entry is chosen or the Promoter is unable to contact a winner within 5 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. The prize is not transferable, exchangeable or redeemable for cash nor is it transferable/usable on any other services. Gift Cards will become invalid July 2020. In the event that the prizes 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.
- 6. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons. 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.
- 7. 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. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
- 8. The winners acknowledge and agree 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. The winners agree 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.

- 9. If a winner cannot accept a prize for any reason, the Promoter will choose a new winner and no compensation will be payable.
- 10. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 11. All decisions made by the Promoter, its employees or agents are final and no correspondence will be entered into.
- 12. 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. All competition entries become the property and copyright of the Promoter. By entering this promotion, entrants assign copyright in their entry to the Promoter. The winners acknowledge and agree 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. The winners agree 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. If a winner cannot accept a prize for any reason, the Promoter will choose a new winner and no compensation will be payable. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 13. The Promoter may amend, suspend or cancel any aspect of the promotion (including any prize) at any time at its sole discretion. 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.
- 14. 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. 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. 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 by sending an email to info@northwestshoppingcentre.co.nz