

Gilmours Spring Into Your Local

Terms and conditions

1. Entry into this Spring Into Your Local promotion (**Promotion**) constitutes acceptance of these terms and conditions.

Promoter

- 2. The Promoter is Foodstuffs North Island Limited (**Promoter**), of 35 Landing Drive, Mangere, Auckland.
- 3. This Promotion is being run in the North Island of New Zealand.

Prize

- 4. There are 11 prizes to be won in total. The winners will receive one of the following prizes:
 - a. 1x Queenstown experience valued at \$2,260, which consists of the following:
 - i. Oxbow Jet Sprint Boating and Ultimate Off-Roading for two (return transfer included) valued at \$630;
 - ii. AJ Hackett Kawerau Bridge Bungy Jump for two (transfer not included) valued at \$530;
 - iii. \$500 Flight Centre gift card to put towards travel and accommodation; and
 - iv. 2 night stay at the Mercure Queenstown valued at \$600;
 - b. 1x Taupo experience valued at \$2,000, which consists of the following:
 - i. \$1,200 voucher for the Hilton Lake Taupo for accommodation and food & beverages at Bistro Lago;
 - ii. \$300 voucher for Taupo DeBretts Spa Resort; and
 - iii. \$500 Prezzy Card for travel costs;
 - c. 4x \$200 Restaurant Association vouchers;
 - d. 1x Evolve Electric Skateboard valued at \$2,099; and
 - e. 1x prize valued at \$1,375 consisting of:
 - i. 1x One night glamping stay for two people at Eden Park together with a rooftop tour valued at \$375; and
 - ii. 1x pair of premium ASB Classic tickets valued at \$1000
 - f. 1x prize valued at \$480 consisting of:
 - i. 1x one night stay at SkyCity for two people valued at \$300; and
 - ii. 1x pair of ASB Classic tickets valued at \$180;
 - g. 1x Steinlager fridge valued at \$1,200;
 - h. 1x \$500 Prezzy Card,
 - (each, a **Prize**). The total Prize pool is worth \$10,714.

Promotion period

5. This Promotion commences at the start of trade on Monday 19 August 2024 and ends close of trade Sunday 10 November 2024 (**Promotion Period**).

Method of entry

- 6. To enter and be eligible to win a Prize under this Promotion, you must:
 - a. be a person residing in the North Island of New Zealand; and
 - b. either:
 - post one photo on your public Instagram or Facebook feed using the hashtag #SpringIntoYourLocal in the caption. The photo must be of an eligible food or beverage product (excluding alcohol and tobacco products) purchased at an Eligible Hospitality Outlet (as defined in clause 7); or
 - ii. like or post one comment on any Eligible Hospitality Outlet's public Facebook or Instagram feed post that complies with clause 6(b)(i) and which uses the hashtag #SpringIntoYourLocal,

during the Promotion Period (Eligible Entry).

- 7. Eligible Hospitality Outlet means a locally owned independent hospitality outlet including restaurants, bars, cafes, clubs and takeaway outlets located in the North Island of New Zealand. To avoid doubt, this does not include international fast-food franchised stores and any photos posted of food or beverage products from such stores in accordance with clause 6 will not be considered an Eligible Entry.
- 8. Your Facebook or Instagram profile must be public at the time the winner is drawn in accordance with clause 11 in order for your hashtag to be identified to be in the draw to win a Prize (if you have entered the draw in accordance with clause 6(6.b)(6.b.i)), and to be contacted if you are a Prize winner.
- 9. Each Eligible Entry means one (1) entry into the draw. You will need to make another Eligible Entry to receive an additional entry. Customers can make unlimited entries during the Promotion Period. For completeness, if you enter the competition in accordance with clause 6.b.ii), one comment in accordance with clause 6.b.ii) equals one entry.
- 10. No entries will be accepted after the Promotion Period closes. Entries are deemed to be received at the time of receipt on the Instagram or Facebook Page and not at the time of transmission by the entrant.

How winners are selected

- 11. The Promoter will randomly select 11 winners from all Eligible Entries received by Friday 15 November 2024. The winners will be contacted via Direct Message on Facebook or Instagram (depending on the method of entry) to obtain either a physical address or email address to arrange delivery of the Prize (depending on the Prize won). The Prize will either be couriered to the selected winners using the address provided, or will be emailed to the selected winners using the email provided.
- 12. The Promoter is not responsible if a winner has provided incorrect contact information, or if their contact information or entry information changes, and any such winner will forfeit the prize to the next eligible winner.
- 13. If the winning entrant does not supply their email address or physical address (depending on the Prize won) to the Promoter within 72 hours of being contacted via

Instagram or Facebook (depending on the method of entry) and reasonable measures have been taken by or on behalf of the Promoter to make contact with the winner, that Prize will be given away to another selected entry from all remaining valid entries received during the Promotion Period.

- 14. Winners can only be awarded one Prize. If a winner is drawn for an additional Prize, the Prize will be forfeited, a further draw will be conducted, and the Prize allocated to a new winner.
- 15. In the event that the Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter will substitute the Prize with one of equal value.
- 16. Once all Prizes have been awarded to eligible winners under this Promotion, no further Prizes will be awarded, and the Promotion will end.

Liability

- 17. To the maximum extent permitted by law, the Promoter, its employees and agents and Meta Platforms, Inc® are not responsible or liable for any loss or damage, or injury (including indirect, special, and consequential loss) suffered or incurred by any entrant or any other person, arising directly or indirectly out of or in connection with this Promotion including: (a) in the event that any Prize becomes unavailable under this Promotion for any reason; (b) for any other reason in connection with this Promotion. The Promoter may substitute any Prize at its discretion.
- 18. This Promotion is in no way sponsored, endorsed, administered by, or the responsibility of, Meta Platforms, Inc®. By entering this Promotion, you agree to fully release Meta Platforms, Inc® from, and hold Meta Platforms, Inc® harmless against, any liability suffered or incurred by any person arising directly or indirectly out of this Promotion. You understand that you are providing your information to the Promoter. The information you provide will be held and used only for the purpose of this Promotion.

Other Prize conditions

- 19. You must not include the intellectual property of any other person in your Eligible Entry without the consent of the intellectual property rights holder. The Promoter reserves the right to exclude any entries that include third party intellectual property from this Promotion.
- 20. Incomplete or invalid entries or those not submitted in accordance with these terms and conditions will not be accepted. The Promoter accepts no responsibility for late, lost, or misdirected entries.
- 21. The Promoter, related and subsidiary companies of the Promoter (including companies that have entered into a franchise agreement with the Promoter), and employees of these entities, are not eligible to enter the Promotion.
- 22. Prizes are not transferable, exchangeable, or redeemable for cash.
- 23. The Promoter reserves the right to modify, suspend or terminate this Promotion and these terms and conditions at any time.

- 24. The Promoter reserves the right to verify the identity of any entrant (including an entrant's identity, age, city/town of residence and place of employment) and to verify the validity of entries and to disqualify any entry or refuse to award a Prize where an entrant has given false or misleading details, or an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions.
- 25. By entering the Promotion, you agree that we may use your name and/or business name for publicity and promotional purposes without compensation.

Disputes

26. In the event of a dispute concerning any aspect of the competition including eligibility the Promoter's decision will be final. No correspondence concerning any decision made by the Promoter will be entered into.

Privacy and contact

- 27. Entry details will be dealt with in accordance with the Privacy Act 2020 and these terms and conditions. Under the Privacy Act, you have the right to access and correct any personal information held by the Promoter in relation to this prize draw. Entrants' personal information may be used to conduct this competition by the Promoter and for future promotional and publicity purposes in accordance with the <u>Gilmours Privacy</u> <u>Policy</u>. By entering this Promotion, entrants' consent to the use of their information as described above.
- 28. Any questions relating to this promotion should be referred to Wholesale Marketing Department, Foodstuffs North Island Limited, 35 Landing Drive, Mangere, Auckland, New Zealand, or phone (09) 621 0600.

Version of Terms and Conditions: August 2024