

Gilmours Christmas 2024 Giveaway

Terms and conditions

1. Entry into this Christmas 'be in to win' 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.

Participating stores

3. This Promotion is being run in all Gilmours stores in the North Island of New Zealand (Participating Stores).

Prize

- 4. There are 28 prizes to be won:
 - a. 8 x \$1,000 Gilmours voucher (for Cash'n Carry customers) or Gilmours store credit (for service delivery customers) (one winner per store); and
 - b. 20 x \$100 Z Energy vouchers (20 winners across all stores),

(each, a Prize). The total prize pool is worth \$10,000

Promotion period

5. This Promotion commences at the start of trade on Monday 9 December 2024 and ends close of trade Sunday 5 January 2025 (**Promotion Period**).

Method of entry

6. To enter and be eligible to win a Prize under this Promotion, Gilmours' account holders must spend at least \$300 (excluding GST) in one transaction (excluding spend on service fees and phone card top ups) at a Participating Store (online or in-store) during the Promotion Period (Eligible Entry). Each Eligible Entry means one entry into the draw. You will receive an additional entry for every \$300 (excluding GST) spent as part of an Eligible Entry. For example:

Total transaction (excluding GST)	Total entry/entries
\$300 to \$599.99 NZD	1
\$600 to \$899.99 NZD	2
\$900 to \$1,199.99 NZD	3
\$1,200 to \$1,499.99 NZD	4
And so on	

7. Customers can make unlimited entries during the Promotion Period in accordance with clause 6.



How winners are selected

- 8. The Promoter will randomly select 28 winners from all Eligible Entries received by 13 January 2025 as follows:
 - a. In respect of the prizes listed at clause 4.a), one winner will be randomly selected from each store and:
 - i. if the winner was a service delivery customer, the Prize will be provided in the form of store credit which will be applied to the relevant winner's Gilmours account; or
 - ii. if the winner was a Cash'n Carry customer, the Prize will be provided in the form of a physical Gilmours voucher (for Cash 'n Carry customers only).
 - b. The Z Energy Voucher prize listed at clause 4.b) will be selected from all Eligible Entries and will be couriered to the relevant Prize winners address which is provided on each winner's Gilmours account.
- 9. Winners will be notified by the Promoter or its agent once a draw has been completed, using the contact information associated with each Gilmours account. The Promoter is not responsible if a winner has provided incorrect contact information and any such winner will forfeit the prize to the next eligible winner.
- 10. 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.
- 11. Once all Prizes have been awarded to eligible winners under this Promotion, no further Prizes will be awarded, and the Promotion will end.

Liability

12. To the maximum extent permitted by law, the Promoter is 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: (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.

Other prize conditions

- 13. 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.
- 14. Participating Stores, 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.
- 15. Prizes are not transferable, exchangeable, or redeemable for cash.
- 16. The Promoter reserves the right to modify, suspend or terminate this Promotion and these terms and conditions at any time.



- 17. 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.
- 18. By entering the Promotion, you agree that we may use your name for publicity and promotional purposes without compensation.

Disputes

19. 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

- 20. 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.
- 21. 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: December 2024