

# Fieldays Promotion 2018 (Promotion)

## Terms and Conditions (Terms)

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Please read the following Terms carefully. These Terms apply to the Promotion undertaken by Dealer Co (NZ) Limited (trading as Challenge Fuel) (**Promoter**). The Terms may be amended by the Promoter from time to time by updating the Terms on the Promoter's website.

### **1. Prize**

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- 1.1 Participants in the Promotion may be in the draw to win 1 of 16 \$100 petrol vouchers. There will be 4 draws per day of 1 \$100 petrol voucher on the 13<sup>th</sup>, 14<sup>th</sup>, 15<sup>th</sup> & 16<sup>th</sup> of June 2018.

### **2. Conditions of Entry**

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- 2.1 Participants agree to be bound by these Terms and any other requirements set out in the material relating to this Promotion.
- 2.2 Entry is open to New Zealand residents who are 18 years of age or older.
- 2.3 A maximum of 3 entries per participant will be eligible.
- 2.4 Participants are required to provide full name, email address, mobile number and postcode in an iPad form provided by the Promoter.
- 2.5 By entering this Promotion, participants give the Promoter permission to contact them about current promotions (including, without limitation, information in relation to its loyalty programme).
- 2.6 Participants will not:
- (a) engage in any conduct that may jeopardise the fair and proper conduct of the Promotion;
  - (b) do anything that may diminish the good name or reputation of the Promoter or the Promotion; or
  - (c) breach any law.
- 2.7 The Promoter reserves the right to request proof of any participants eligibility in the event that there is a doubt over their eligibility for the Promotion.

### **3. Promotion**

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- 3.1 The Promotion commences 8:00am (NZST) on 13 June 2018 and ends 4:00pm on 16 June 2018 (NZST). Entries received after this closing time will be ineligible for the Promotion.
- 3.2 Participants have a maximum of 3 chances to shoot for a netball goal (under circumstances determined by the Promoter). Participants receive an entry into the draw for each successful attempt, with a maximum of 3 entries.
- 3.3 Winners will be contacted by phone or email from their Promotion registration details.
- 3.4 If the Promoter, having used reasonable efforts, is unable to contact a winner within 24 hours following the draw, then the prize is forfeited, and an alternative winner will be selected at random. The Promoter's decision is final, and no correspondence will be entered into.

- 3.5 The Promoter will use its reasonable efforts to distribute the prize to winners within one week of the prize draw. Distribution will be to the physical address provided at the time of entry in the Promotion.

- 3.6 The prize must be accepted as awarded. No cancellation, rebooking, or assignment will be allowed. The prize is non-transferable, exchangeable or redeemable for cash.

- 3.7 Acceptance of the prize is deemed consent for the Promoter to use the winner's details and photographs for promotional and media purposes without any further reference, payment or other compensation to the winner.

- 3.8 The Promoter reserves the right to verify the validity of the winner.

### **4. Use of Personal Information**

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- 4.1 Participants grant the Promoter the right to collect personal information for the purposes of marketing communications and conducting the Promotion, and may disclose such personal information to third parties. Entry is conditional on providing this personal information.
- 4.2 The collection of personal information will be in accordance with The Promoter's privacy policy available at <http://www.challenge.net.nz/Privacy/> (as amended from time to time).

### **5. General**

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- 5.1 The Promoter will not be liable for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained in connection with either participation in this Promotion or with any prizes offered.

- 5.2 Without limiting the previous paragraph, the Promoter is not liable for entries, prize claims or correspondence that is misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted, or loss of, damage to or delay in delivery of prizes.

- 5.3 If required by the Promoter, winners will sign disclaimer and release forms provided by the Promoter before taking the prize.

- 5.4 If this Promotion cannot run as planned for any reason beyond the Promoter's control, the Promoter may end, change, suspend or cancel the Promotion or disqualify affected entries.

- 5.5 Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

- 5.6 The Promoter's decisions in connection with all aspects of the Promotion are final.