

Blackmores

Queenstown Getaway with a Private Chef Campaign Promotion

Terms and Conditions

SCHEDULE	
GENERAL	
Promotion	Queenstown Getaway with a Private Chef
Promoter	Blackmores (New Zealand) Limited
Who can enter?	You may only enter this promotion if you are: a) A New Zealand resident; and b) aged 18 years or older
WHEN AND WHERE WILL THE PROMOTION RUN?	
Promotion Period	The promotion starts at 12.01am on 25 th January 2021 (NZST) and ends on 31 st March 2021 at 23.59pm (NZST). No entries will be accepted before or after this period.
Where will the Promotion Run?	The promotion will run in Grocery and Pharmacy stores and on some online retailer websites.
ENTRY DETAILS	
How to Enter	To enter this promotion, you must, during the Promotion Period, visit www.blackmorespromo.co.nz , and enter your details.
What are the Entry Limits?	You may only enter this promotion once per day, during the Promotion Period. You must submit your entry in accordance with these Terms and Conditions.
WINNER DETERMINATION DETAILS	
Draw Details	Method: random electronic selection. Time and date: 3pm (NZST) on 1 st April 2021. Location: 318 Richmond Road, Auckland Winner: The first valid entry randomly drawn from all valid entries received during the Promotion Period will win the Prize.
PRIZE DETAILS	
Major Prize Details	There is [1] trip package for [4] people (the winner and 3 persons of the winner's choice) to [Queenstown, New Zealand] to be won ("Prize"). The Prize is not transferable, redeemable and may not be exchanged for cash. The Prize includes: -Return economy class flights for 4 from the winner's nearest New Zealand commercial airport to Queenstown -All airline taxes -4 Day SUV car hire including zero excess cover (provided drivers are at least 25 years old) -3 nights in a 2 bedroom 4* Queenstown apartment -Gourmet breakfast provisions daily

	<p>-A private chef to create a personalised in-home fine dining tasting menu for up to 4 people on your night of arrival. A consultation will be made with your chef in terms of your favourite dishes, dietary requirements and any tips or tricks you would like to learn from a professional during your evening.</p> <p>-A half day gourmet food and wine group tour for 4 people. Your tour includes a guide, tastings, lunch and all transportation.</p> <p>This Prize is valid for travel until 31 March 2022.</p> <p>Travel insurance is not included. Selection of airline, departure times and accommodation venue is at the Promoter's discretion at the time of booking. The Promoter will not be liable for any act or omission of any third party providing these services.</p>
Total Prize Pool	The Prize is valued at approximately \$7500.00* (RRP, including GST).
NOTIFICATION & PUBLICATION	
Notification of Winners	The winner will be notified in writing by email within 7 business days of the Draw.
VERIFICATION & DELIVERY	
Verification Requirements	<p>Entrants and the winner may be required to provide proof of identity, proof of age and/or proof of residency to verify their entry (Proof of Identity). Identification considered suitable for verification is at the Promoter's discretion.</p> <p>If an entrant/winner fails to provide Proof of Identity by the time and date stipulated by the Promoter, their entry/prize claim will be invalid.</p>
Prize Delivery	Provided the winner has complied with these Terms and Conditions, the Promoter will deliver the relevant prize {within 7 days of the winner's entry being verified and accepted]
PRIZE CLAIM DETAILS	
Prize Claim Details	Once they have been notified, the winner may be contacted to accept and claim their prize; i.e. to confirm [a suitable time period for the trip to be booked (subject to the Promoter's discretion based on major prize details) and delivery of booking details]. The Prize must be accepted by 8 th April 2021 at 2pm (NZST).
UNCLAIMED PRIZE DETAILS	
Unclaimed Prize Draw Details	<p>In the event of an unclaimed prize, the Promoter will conduct an unclaimed prize draw as follows:</p> <p>Method: random electronic selection.</p> <p>Time: 9th April 2021 at 2pm NZST)</p> <p>Location: 318 Richmond Rd Auckland</p> <p>Any winner in the unclaimed prize draw will be notified in writing by email within 7 business days and the provisions set out above on Verification Requirements, Prize Delivery and Prize Clam Details will apply.</p>
TRAVEL EXCLUSIONS & TERMS	
	<p>This Prize is valid for travel until 31 March 2022. Block out periods include all New Zealand School holiday dates, Public holiday dates and any other special event periods. All bookings and inclusions regarding the Travel Prize must be made via the promoter's chosen travel agent. Redeeming the Prize is conditional to accepting the terms and conditions as detailed by the promoter and in accordance with normal travel practices. All travel is subject to availability and may be dependent on specific booking classes with airlines or specific room categories with accommodation partners. All bookings must be made a minimum of 30 days prior to requested departure dates. All airline and</p>

	<p>accommodation options are at the promoter's discretion. No part of the prize is redeemable for cash. It is non-refundable and not transferable. Where the prize participant is under the age of 18 years, they must be accompanied by a parent or guardian. Winner is responsible for any amendment fees issued by airlines or suppliers once the booking is approved and issued. Additional spending money, meals and other additional costs, including but not limited to travel insurance and insurance excesses that are not listed in the travel prize package inclusions, are the responsibility of the travel prize winner and their travel companions. It is the winner's responsibility to organize transport to and from the airport departure and return point.</p>
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Terms and Conditions

1. These terms and conditions must be read together with the Schedule for the promotion. Together, they form a binding agreement between you and the Promoter (the 'Terms and Conditions'). The Schedule prevails to the extent of any inconsistency with these Terms and Conditions.
2. By participating in the promotion, you accept these Terms and Conditions.

Eligibility

3. You may only enter the promotion if you meet the eligibility requirements set out in the Schedule.
4. Directors, employees, officers and contractors (and their immediate families) of the Promoter, participating stores or agencies or organisations associated with the promotion may not enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, employee, officer or contractor.
5. By entering the promotion, if requested you agree to declare to the Promoter all past, current or potential conflicts of interest (if any) or any serious social misconduct or behaviour that in a reasonable person's opinion may compromise the integrity or diminish the good name and reputation of the Promoter, its products or brands, is contrary to law or otherwise inappropriate.

Entry

6. The promotion will be conducted during the Promotion Period.
7. All entries must be received by the Promoter during the Promotion Period. Entries are deemed to have been received at the time of receipt into the Promoter's database (not at the time of transmission by the entrant).
8. You may only submit your entry in accordance with the "How to Enter" section of the Schedule. The Promoter will not accept entries in any other form. Once submitted, you may not change, alter or delete your entry (unless you wish to make a request under the Privacy Act).
9. Automated and computer generated entries will not be accepted. Entrants who enter the promotion several times using different phone numbers, email addresses or aliases will be disqualified.
10. Incomplete and ineligible entries will be invalid. Entries will also be invalid if they breach these Terms and Conditions as determined by the Promoter in its sole discretion or any other instructions notified by the Promoter during the entry process for the promotion.
11. You are responsible for any costs associated with entering the promotion, including Internet and SMS costs.
12. If the promotion involves mail entry, you must send each entry in a separate envelope to the address stated in the Schedule and each envelope must be stamped with a different date.
13. If the promotion involves SMS entry, the maximum cost of each SMS is 55 cents (incl. GST), whether sent during or outside the Promotion Period. You can only enter a promotion by SMS if you have a mobile phone that is connected to a service provider that permits text messaging to the promotional SMS number. If unsure, you should check with your service provider before entering the promotion. SMS entries must be submitted from your own mobile phone.

Entry Content

14. You take full responsibility for the content of your entry and for ensuring that it complies with these Terms and Conditions and any other instructions provided by the Promoter. For the purposes of these Terms and Conditions, "entry content" includes any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the promotion.
15. Your entry content must be your own original work. The Promoter reserves the right to verify, or to require you to verify, that your entry content is your own original work. If an entry content cannot be verified to the Promoter's satisfaction, the entry will be invalid.
16. Your entry content must not:
 - a. include any content which may diminish the good name and reputation of the Promoter, its products or brands;
 - b. feature any image, likeness or voice of any other person without that person's express consent. You confirm that if such content is included in your entry, you have obtained the express consent of the relevant person/s;
 - c. include any content that is in violation of any law or regulation;
 - d. be fraudulent, deceptive or misleading in any way;
 - e. infringe the rights of any person, including intellectual property rights;
 - f. be obscene, offensive, defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing);
 - g. include any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless you are entitled to use such content. If you have any doubts about whether to include any content (for example, recorded music) you must not include it. By including such content in your entry, you warrant to the Promoter that you have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry content to publicise the promotion and for any other purpose set out in these Terms and Conditions; and
 - h. feature any third party products, third party trade marks, names, logos or branding.
17. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, prohibit further participation by an entrant or winner in this or any other future promotion, or invalidate a provisional winner if their entry content does not comply with clause 16 above.
18. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entry content at any time.
19. By entering the promotion, you agree to assign all rights in your entry content to the Promoter, including intellectual property rights, and you consent to the Promoter (or the agencies/companies associated with the Promoter) using the entry content in any manner the Promoter wishes (including modifying, adapting or publishing the entry content, whether in original or modified form, in whole or in part or not at all), in marketing, advertising and promotional materials, on the Promoter's websites and social media platforms or in any other manner as determined by the Promoter, without payment to you (of royalties, compensation

or otherwise) on a perpetual, world-wide and irrevocable basis. You accordingly waive all moral rights in any copyright work included in your entry content.

Challenge

20. If the promotion involves a challenge, the challenge will be conducted as specified by the Promoter. Entrants (and other challenge participants, if applicable) must comply with all directions or guidelines notified to them in connection with the challenge. If an entrant or challenge participant is under 18 years of age, they must have written permission from a parent or legal guardian to participate in the challenge.
21. Unless otherwise specified by the Promoter, entrants and challenge participants are responsible for making their own way to and from the challenge, at their own cost.
22. All costs associated with participating in the challenge are the responsibility of the challenge participants, as incurred.

Facebook/Instagram/YouTube promotions

23. The promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram and/or YouTube. By entering, you acknowledge that any information you provide in connection with the promotion is being provided to the Promoter and not to Facebook, Instagram and/or YouTube. Any questions, comments or complaints regarding the promotion should be directed to the Promoter. By entering, you release Facebook, Instagram and YouTube from all liability arising in respect of the promotion.

Determining and notifying winners

24. Winners will be determined, notified and published as set out in the Schedule.
25. The Promoter and the companies and agencies associated with the promotion may also publish the name and state/territory of residence (but not the full address) of winners on their websites, social media platforms and in trade publications.

Prizes

26. The prize(s) are as specified in the Schedule. The prize(s) are subject to any additional terms and conditions as specified in the Schedule.
27. Prizes will be delivered to the address provided by the winner at the time of entry or completing the verification process (whichever is most recent).
28. Once dispatched and awarded to a winner, the Promoter is not liable for any prize that has been lost, stolen, damaged, defaced or tampered with in any way or delayed in transit for any reason.
29. If a prize is or includes gift cards/vouchers, the gift cards/vouchers are subject to any terms and conditions imposed by the gift card/voucher provider, including period of validity and treatment of unused balances.
30. If a prize is or includes tickets, the tickets are only valid for the date or period specified on the tickets or by the ticket provider, and are subject to any terms and conditions imposed by the ticket provider including but not limited to any conditions of entry into the relevant event location. You (and any companion/s if applicable) must make your own way to and from the relevant event location at your own cost. Any additional costs incurred in relation to using the tickets, including but not limited to any food/beverage costs or transfer costs are the responsibility of you and any companion/s, if applicable.
31. If a prize includes travel, the prize must be booked and completed as specified by the Promoter or by the supplier of the prize and travel may be restricted during

major event/peak/public holiday or other exclusion periods as specified by the Promoter or prize supplier. If the prize is event based, any travel provided as part of the prize must be taken on the dates specified by the Promoter as set out in the Schedule to coincide with the event. The prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant prize providers. All costs associated with a travel prize which are not expressly stated in the Schedule as being included, including spending money, passport and visa costs, transfer costs, meals, taxes, insurance (including excesses), luggage costs and all other ancillary costs, are the responsibility of the winner and any travelling companion(s) as incurred. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance and documents to travel to the relevant location(s) (including passports and visas, if required). Any alterations or extensions to confirmed prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner and any travelling companion(s) as incurred. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to travelling.

32. If a prize is or includes cash/spending money, it will be awarded as determined and confirmed by the Promoter, either in the form of a cheque or by an EFT transfer to the winner's nominated bank account.
33. If a prize includes meeting a celebrity, the Promoter will not be liable in any way if that celebrity fails to attend the relevant event on the date and time specified.
34. If a prize includes tickets to an event or travel and a person taking or participating in the prize is under 18 years of age, a parent or legal guardian must be present for the duration of the prize, potentially as one of the participants. The Promoter reserves the right to appoint a chaperone to accompany the participants taking the prize. The participants agree to the chaperone being present with them for the duration of the prize and agree to comply with any reasonable directions notified to them by the Promoter or their chaperone.

Claiming prizes

35. Prizes must be claimed in accordance with the Prize Claim Details section of the Schedule.
36. If a prize is not accepted or claimed in accordance with the Prize Claim Details, the relevant winner's entry will be invalid and the Promoter reserves the right to distribute the relevant unclaimed prize in accordance with the details specified in the Schedule, subject to any directions given by any relevant gaming authority. Winners of unclaimed prizes will be notified and published in accordance with the details set out in the Schedule.

Instant win promotions

37. If the promotion involves instant win tickets, such as specially marked product wrappers or scratch/game cards, winners must present their original winning instant win ticket/wrapper/scratch or game card to be eligible to claim a prize.
38. The Promoter is not responsible for late, lost, destroyed, altered, damaged or defaced tickets/wrappers/scratch or game cards. Bona fide tickets may incorporate security and/or verification measures to guard against fraud. The

Promoter and the suppliers of prizes may conduct security and/or verification checks in their absolute discretion to determine whether a ticket is genuine.

39. A ticket/wrapper/scratch or game card is void if stolen, forged, mutilated or tampered with in any way or if it or any part of it fails any of the security or verification checks (Printing errors and other quality control errors will not be used as the sole basis for refusing otherwise valid instant win prize claims).

General

40. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone and data communications and networks and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
41. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, prohibit further participation by an entrant or winner in this promotion, or invalidate a provisional winner if the entrant/winner:
- a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
 - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion (including where entrants share their Proof of Purchase to enter the Promotion or where entrants use multiple names, addresses or aliases to register multiple entries);
 - c. submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
 - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person;
 - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading or deceptive;
 - f. or engages in conduct which may, in the opinion of the Promoter, compromise the integrity or diminish the good name and reputation of the Promoter or its products and brands, is contrary to law or otherwise inappropriate.
42. Entrants and winners must comply with the details set out in the Verification Requirements section of the Schedule as part of the entry verification or prize claim process. Failure to comply with the Verification Requirements to the Promoter's satisfaction will result in your entry and/or prize claim being declared invalid (and, at the Promoter's discretion, all of your entries/prize claims being declared invalid).
43. Entry content will be the property of the Promoter and will not be returned.
44. Prizes are not transferable, exchangeable for any other item and cannot be redeemed for cash or any other form of compensation (unless cash is expressly specified). The value of each prize is accurate as at the time of preparation of this material, is the RRP value and is inclusive of GST. The Promoter accepts no responsibility for any variation in the value of a prize after that time. If a prize (or element of a prize, where applicable) is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of any relevant gaming authorities, as required.

45. If a winner (or a companion, as applicable) does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and their companion(s) as applicable and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason not attributable to the Promoter.
46. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) or their parent/guardian must sign an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in the promotion and/or provision of the prize, before they participate in the promotion and/or the prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be invalid. The Promoter will then determine a new winner in accordance with the Unclaimed Prize Details set out in the Schedule.
47. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding the promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material, on the Promoter's websites, social media platforms and in trade publications.
48. If for any reason any aspect of the promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected entries, subject to the approval of the relevant gaming authorities, if required.
49. The Promoter's decisions in connection with the promotion are final and no correspondence will be entered into.
50. Entrants acknowledge that there may be inherent risks in some aspects of the promotion or the prize and that participation in the promotion or accepting the prize may involve participating in dangerous activities. By entering the promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
51. The Promoter, its associated agencies and companies and the agencies and companies associated with the promotion have no control over the events to take place when using the prize (be it a challenge, a trip or a special event). They will therefore not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with using the prize.
52. Prizes will only be delivered to addresses in New Zealand, as applicable.
53. The Promoter may at its absolute discretion prohibit an entrant's participation in the promotion, cancel or suspend a prize or otherwise cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter, its products or brands, or is contrary to law or is otherwise inappropriate.

54. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
55. The information you provide will be used by the Promoter for the purpose of conducting the promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with the promotion and to the relevant gaming authorities, and winners' names and their State/Territory of residence may be published in accordance with these Terms and Conditions and as required under relevant legislation. The Promoter will abide by the Privacy Act; its privacy policy is available at www.blackmorespromo.co.nz