

Lucky Card Promotion for the McDonald's Super Smash 2016/2017 Series (the Promotion)

Terms and Conditions

- 1) The Promotion is offered by New Zealand Cricket (Incorporated), of Level 4, 8 Nugent Street, Grafton, Auckland 1023, New Zealand and (in relation to matches where they are the host association) Auckland Cricket Association, Canterbury Cricket Association, Central Districts Cricket Association, Cricket Wellington, Northern Districts Cricket Association and/or Otago Cricket Association (as applicable) (the **Promoters**).
- 2) The Promoters will, at each McDonald's Super Smash 2016/2017 match (the schedule for which is available on the website www.supersmash.co.nz) (**Match**), distribute free of charge a number of promotional cards to spectators at the relevant Match (**Lucky Cards**). It is the Promoters' sole discretion as to how many Lucky Cards will be distributed to spectators at any particular Match
- 3) Lucky Cards set out match action events relevant to that specific Match. If one of the two events described on the Lucky Card occurs at the relevant Match, the holder of the Lucky Card is eligible to claim one of the particular prizes on offer for that particular event at such Match (the **Prize**). Prizes can be claimed (while stocks last) at the location to be announced at that Match and must be claimed prior to the conclusion of that Match. It is the Promoters' sole discretion as to the nature of each Prize and how many Prizes may be claimed during each Match and/or in relation to the particular event set out on the Lucky Card. Once all Prizes for a specific Match and/or event have been claimed there will be no further Winners (defined below), and no further Prizes may be claimed, for that Match and/or event.
- 4) The Promotion is open only to persons who, as spectators at a Match, receive a Lucky Card. Lucky Cards may only be used in relation to the Match at which they were distributed and cannot be used at any other Match.
- 5) Employees of the Promoters or the Promoters' associated agencies directly involved in the Promotion (as determined by the Promoters) and their immediate family members or any other person working on behalf of the Promoters are not eligible to claim a Prize.
- 6) Each entrant fully and unconditionally agrees to be bound by these Terms and Conditions and acknowledges that the decisions of the Promoters on all matters relating to the Promotion are final and binding and no correspondence will be entered into.
- 7) There is a limited number of Prizes to be won at each relevant Match.
- 8) The Promoter reserves the right, and a person claiming a Prize consents to the Promoters exercising this right, to validate and check the authenticity of the Lucky Cards.
- 9) Before receiving a Prize and being declared a winner (**Winner**), a person claiming a Prize may be required to show proof of age.
- 10) Any person who is under the age of 18 years must have their parent or legal guardian's permission to claim the Prize. If a Winner is under the age of 18 years, the Prize may be awarded to the Winner's parent/legal guardian on his/her behalf and that parent/legal guardian may be required to sign further legal documentation in a form reasonably required by the Promoter in its absolute discretion to confirm acceptance of the terms and conditions prior to claiming the Prize.
- 11) Should any Prizes remain unclaimed by a Winner prior to the conclusion of the relevant Match, the Promoters reserve the right to distribute such Prizes at subsequent Matches and/or dispose of or distribute such Prizes by other means.
- 12) Prizes are not redeemable for cash, exchangeable, or transferable.

- 13) The Promoters will use their best endeavours to provide a Prize. If a Prize is unavailable for reasons beyond the Promoters' reasonable control, the Promoters reserve the right to substitute that Prize for a prize of equivalent value.
- 14) If for any reason beyond the Promoters' reasonable control this Promotion is not capable of running as planned, for reasons including weather, Match cancellation/postponement/rescheduling/shortening, unauthorised intervention, fraud, technical failures of any cause beyond the reasonable control of the Promoters which corrupts or affects the administration, security, fairness or integrity of the Promotion, the Promoters reserve the right in their sole discretion to cancel, suspend, modify or terminate this Promotion. The Promoters will not be liable for any claims arising out of or in connection with any suspension, modification or termination, except for any liability which cannot be excluded by law.
- 15) Any cancellation, suspension or modification to the Promotion will be notified on the website www.supersmash.co.nz.
- 16) Each Winner must be willing to have his or her full name and image shared publicly as part of any marketing, advertising and/or PR promotion by the Promoters and its sponsors or commercial partners after accepting the Prize, and each Winner shall not receive any additional compensation in respect of this. This includes but is not limited to social media, event and team websites and media releases.
- 17) Information and all details on the Promotion advertisement form part of these Terms and Conditions. To the extent of any inconsistency, these Terms and Conditions prevail. By claiming a Prize, each Winner accepts these Terms and Conditions.
- 18) The Terms and Conditions are available on www.supersmash.co.nz for the duration of the Promotion. The Promoters may, at their own discretion, choose not to award any Prize in the event of any breach of the Terms and Conditions.
- 19) The Promoters' failure to enforce any term of the Terms and Conditions shall not constitute a waiver of that or any other provision of the Terms and Conditions by the Promoters.
- 20) Information collected pursuant to the Promotion from entrants will be handled in accordance with all applicable laws in New Zealand, including the Privacy Act, and will be subject to the New Zealand Cricket Privacy Policy available at <http://www.blackcaps.co.nz/corporate/privacy-policy>. Such information will only be held for the purposes of this Promotion (which may include disclosure to third parties for the purposes of processing and conducting the Promotion). By claiming a Prize, each Winner consents to the use of their personal information as described.
- 21) Winners may access, and request correction of, their personal information held by contacting the Promoters at New Zealand Cricket, PO Box 8353, Symonds Street, Grafton, Auckland.
- 22) The Terms and Conditions shall be governed by the laws of New Zealand and each Winner agrees to submit to the non-exclusive jurisdiction of the courts of New Zealand.