

New Zealand Cricket's Win a Ford Fiesta Trend Manual Promotion Terms and Conditions

General Terms and Conditions of Entry:

- 1. The Promotion is offered by New Zealand Cricket Incorporated (the Promoter) of 8 Nugent St, Grafton, Auckland 1023 New Zealand.
- 2. The Promotion commences at 11hrs59mins, Tuesday 13 October 2015 and concludes at 14hrs59mins on Sunday 6 December 2015 (**Promotion Period**). No entries will be accepted outside of the Promotion Period.
- 3. Entry into the Promotion is open only to entrants who are residents of New Zealand over the age of 16 years and who hold a current, valid New Zealand driver's licence.
- 4. Any entrant who is under the age of 18 years must have their parent or legal guardian's permission to enter the Promotion.
- 5. Employees of the Promoter or the Promoter's associated agencies or companies directly involved in the Promotion (as determined by the Promoter) and their immediate family members or any other person working on behalf of the Georgie Pie Super Smash are not eligible to enter the Promotion.
- 6. Each entrant fully and unconditionally agrees to be bound by these Terms and Conditions and acknowledges that the decisions of the Promoter on all matters relating to the Promotion are final and binding and no correspondence will be entered into.
- 7. There is one prize to be won. The prize consists of 1 x new Ford Fiesta Trend Manual car valued at RRP \$23,990. The colour of the prize vehicle will be at Ford's discretion and may vary from that depicted in promotional materials relating to the Promotion. The prize vehicle will be provided with initial registration, WOF and a full tank of fuel. Any other costs including further fuel, annual registration costs and insurance are the responsibility of the owner immediately the prize vehicle is collected by the winner.
- 8. The Promoter accepts no responsibility for any tax implications that may arise from the prize winning or the use of the prize. It is the responsibility of each entrant to seek independent advice on the possible implications this may have on their own financial situation.
- 9. The prize winner will be responsible for collecting the prize from the Ford dealership nearest to the winner's usual residential address. The prize winner is responsible for any costs incurred in travelling to the nearest Ford dealership to collect the prize.
- 10. The Promotion can be entered by purchasing a round robin ticket(s) online at <u>www.supersmash.co.nz</u>, and completing the transaction through one of the Georgie Pie Super Smash ticket providers during the Promotion Period. The email address of each purchaser will automatically be entered into a random draw to win the prize. A person can be entered into the draw more than once if he/she completes more than one qualifying ticket purchase transaction during the Promotion Period.
- 11. Georgie Pie Super Smash online ticket providers are as follows:
 - a. Whangarei match: Eventopia
 - b. Auckland matches: Ticket Master
 - c. Mount Maunganui match: Eventopia
 - d. Hamilton matches: Eventopia
 - e. Napier match: Eventopia
 - f. New Plymouth matches at Yarrow Stadium: TicketDirect
 - g. New Plymouth matches at Pukekura Park: Eventopia
 - h. Wellington matches: Eventopia
 - i. Nelson match: Eventopia
 - j. Christchurch matches: TicketDirect
 - k. Dunedin matches: Eventopia
- 12. All entries are deemed to be received at the time of receipt into the Promotion database, not at the time of transmission by the entrant. Failure to supply all requested personal information at the time of submitting an entry may result in the entry being invalid and/or the Promoter being unable to supply the prize. The winner must provide all information and sign all documentation necessary to enable the Promoter to register the prize in the winner's name prior to collection.
- 13. The Promoter reserves the right, and by their entry into the Promotion each entrant consents to the Promoter exercising this right, to validate and check the authenticity of entries.
- 14. One winning entry will be randomly selected from all eligible entries received during the Promotional Period on Thursday 10 December 2015 by the Promoter.
- 15. The prize winner will be notified by telephone or email on or after Thursday 10 December 2015 by the Promoter using the contact details provided by the entrant and advised that their entry has won.
- 16. Before receiving the prize and being declared the winner, the winning entrant will be required to show proof of age and evidence of a current, valid New Zealand driver's licence to the Promoter.

- 17. If the prize winner is under the age of 18 years, the Prize will be awarded to the prize 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.
- 18. Should the prize remain unclaimed by the winner or the winner cannot be contacted within 10 working days of the prize draw, the prize will be forfeited and a further random prize draw from among the remaining eligible entries will take place at 1000hrs on Sunday 20 December 2015.
- 19. The prize is not redeemable for cash, exchangeable, or transferable.
- 20. The Promoter will use its best endeavours to provide the prize vehicle. If the prize vehicle is unavailable for reasons beyond the Promoter's reasonable control, the Promoter reserves the right to substitute that prize for a prize of equivalent value.
- 21. If for any reason beyond the Promoter's reasonable control this Promotion is not capable of running as planned, for reasons including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures of any other cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion to cancel, suspend, modify or terminate this Promotion. The Promoter 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.
- 22. Any cancellation, suspension or modification to the Promotion will be notified on the Promotion website www.supersmash.co.nz.
- 23. Incomplete, inaccurate or indecipherable entries will be deemed invalid. No responsibility is accepted for non-receipt for any reason of an entry.
- 24. The prize of the Ford Fiesta Trend Manual is not negotiable and no additional features or upgrades will be undertaken. The tinted windows on the model depicted in the promotional materials associated with the Promotion are not included in the prize.
- 25. Winner/s must be willing to have their full name and image shared publically as part of any marketing and PR promotion by the Promoter and its partners after accepting the prize, and the 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.
- 26. Nothing in these terms and conditions is intended to limit any rights that an entrant or winner may have that cannot be excluded by law, including the Consumer Guarantees Act. The Promoter will not be liable for any direct or indirect damage whatsoever incurred by any participant, other than any liability that cannot be excluded by law. To the fullest extent permitted by law the prize winner shall indemnify the Promoter against any liability for accident, personal injury (including death), property damage or other loss, cost or expense arising in connection with this Promotion.
- 27. These terms and conditions will be posted on <u>www.supersmash.co.nz</u> for the duration of the Promotion. The Promoter may, at its own discretion, choose not to award the prize in the event that a participant has breached these terms and conditions.
- 28. The Promoter's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that or any other provision by the Promoter.
- 29. 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 Promoter's Privacy Policy available at http://www.blackcaps.co.nz/corporate/privacy-policy. All entrants' details 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 entering the Promotion, entrants consent to the use of their personal information as described.
- 30. Entrants may access, and request correction of, their personal information held by contacting the Promoter at PO Box 958, Christchurch or Email: info@nzcricket.org.nz.
- 31. These Terms and Conditions shall be governed by the laws of New Zealand and each entrant agrees to submit to the nonexclusive jurisdiction of the courts of New Zealand.