

Hydration Promotion – Terms and Conditions of Entry

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. The promotion is open to New Zealand residents only. Employees of the Promoter and any agency involved with this promotion, and the immediate families of such employees, are not eligible to enter.
3. The Hydration Promotion commences at 12.01 am on 30th December 2019 and finishes 11.59pm on 19th January 2020 (“**Promotion Period**”). Entries received prior to 30th January 2019 will not be entered into the prize draw.
4. To enter the promotion, purchase any 2 of the following products: h2go Pure 825ml, Mizone 750ml, OVI 500ml, New Zealand Natural Sparking 500ml (“**Qualifying Products**”) in one transaction from a participating site (“**Participating Stores**”) during the Promotion Period, and text the entry code from your scratch card to 8552. Scratch cards will be held by counter staff at Participating Stores and will be available to participants at the time of purchase of the Qualifying Products.
5. Standard text charges apply.
6. You may enter the promotion as many times as you like provided that each entry is through a separate purchase of two of the Qualifying Products in one transaction.
7. There is one (1) prize to be won daily of an Ultimate Ears Boom 3 Bluetooth Speaker with an RRP of \$280.21 NZD to be won (“**Prize**”). The Prizes are not transferable, changeable or redeemable for cash.
8. In the event that the Prize or any part of the Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative prize.
9. There will be one prize draw conducted every day for the previous day's entries by random electronic selection at the offices of Bamboo Marketing Pty Ltd, 7/50 Reservoir St, Surry Hills NSW 2010, Australia. The first draw date will be on the 31st December 2019. The first valid entry from that day will be the winner of the prize.
10. Each Prize winner will be the registered owner of the phone number associated with each winning entry. The Promoter is not responsible in any way for any disputes arising as a result of entries being submitted by persons other than the registered owner of the phone number.
11. The winners will be contacted by phone to the phone number used at the time of text entry.
12. In the event that the Promoter is unable to contact the winner within seven (7) days of the prize draw, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid and select a new winner on the same terms as the original prize draw.
13. If the winner cannot accept or take part in the Prize for any reason, their Prize will be void and no compensation will be payable.
14. The Promoter's decision is final on all matters and no correspondence will be entered into.
15. The Promoter reserves the right to amend, suspend or cancel any aspect of this promotion (including any Prize or term) at any time in its sole discretion.

16. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
17. The prize will be delivered to the particular address nominated by the prize winner. Delivery of the Prize is valid to any residential address in New Zealand.
18. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
19. The Promoter reserves the right to verify the validity of the winner's entry and disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant or an entrant has behaved in a fraudulent, dishonest or disruptive manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
20. Acceptance of a Prize is deemed consent for the Promoter to use the winner's details for promotional and media purposes without any claim to compensation from the winners, and the ensuing copyright will rest with the Promoter. Winners agree to make themselves reasonably available for this purpose.
21. Neither the Promoter nor any other entity associated with this promotion will be responsible for any late, lost, misdirected or incorrectly submitted entries, including but not limited to entries not received due to technical problems or human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.
22. As a condition of participating in the Prize, the winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which the winner may incur arising out of their participation in the promotion and/or participating in the prize, howsoever caused.
23. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected ; (d) any variation in the prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a prize.
24. The Promoter is Frucor Suntory New Zealand, 86 Plunket Ave, Manukau, Auckland 2104, New Zealand. For further information call 0800 332 531.