

V Resolution Repairs Promotion (Oils) - Terms and Conditions

1. Information on how to enter and prizes form part of these terms and conditions. Participation in this promotion is deemed acceptance of these terms & conditions.
2. The promotion is only open to New Zealand residents aged 18+. Employees of the Promoter, and their immediate families, as well as the owners, managers, and staff of each Participating Store ("**Agents**") and their immediate families, are ineligible to enter.
3. The promotion commences at 12.01am on 20 January 2020 and closes at 11.59pm on 16 February 2020 ("**Promotional Period**"). Entries received outside of the Promotional Period will not be entered into the prize draw.
4. To enter the promotion, simply purchase any (2) two V products ("**Qualifying Products**") in (1) one transaction from a participating site ("**Participating Stores**") during the Promotional Period, and text the unique entry code from your scratch card to 8552. Scratch cards will be held by counter staff 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 (2) two Qualifying Products in (1) one transaction. For the avoidance of doubt, V multi-packs count as (1) one product.
7. There are (2) two digital detox prize packages to Byron Bay to be won.
8. Included in the prize is:
 - (a) Return economy class flights for (4) four people to Coolangatta, Australia, to be taken from the commercial New Zealand airport nearest to each winner.
 - (b) All airline and airport taxes.
 - (c) (4) four days car hire whilst overseas (car hire subject to the selected driver being over the age 25 with a full driver licence, and is dependent on car availability).
 - (d) (3) Three nights' accommodation at the 5-star Elements Byron Bay (or similar) in a (2) two bedroom villa (or similar). Accommodation includes:
 - i. Daily breakfast.
 - ii. Daily 'first light' beachside yoga (weather permitting).
 - iii. Scheduled guided rainforest walks, use of indoor gym, outdoor fitness circuit & tennis court.
 - iv. A (1) one hour Osprey Signature Massage per person.
9. The **RRP** of the prize is \$7,500 (NZD).
10. All other ancillary costs and expenses, including (but not limited to) meals, beverages, additional transport (including transport transfers), taxes, visas, gratuities, additional spending money, and travel insurance are the responsibility of each winner and his/her nominated prize participants as incurred.
11. The Promoter recommends that all winners and chosen prize participants have appropriate travel insurance for their period of travel. It is the responsibility of the winners and their chosen prize participants to arrange appropriate travel insurance at their own cost.
12. Winners must redeem the prize between 1 March 2020 and 31 December 2020 (excluding Block-Out Periods). Block out periods include all New Zealand School & Public Holidays along with all other special event periods ("**Block-Out Periods**").
13. All travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partner Free-2-Travel Holidays Pty Ltd.
14. All bookings must be made a minimum of 90 days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices.
15. The prize is not transferable, changeable or redeemable for cash.
16. The winners will be determined by way of a prize draw which will be conducted by random electronic selection at the offices of Raydar on 24 February 2020. The first (2) two valid entries randomly drawn from all valid entries received will be deemed the winners.
17. The winners will be contacted by phone to the phone number used at the time of text entry. The winner will be the registered owner of the phone number associated with the 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.
18. The winners and their chosen prize participants must be in possession of a valid passport with a minimum of (6) six months validity prior to departure to participate in the prize.
19. The winners and their chosen prize participants are responsible for ensuring that they have a valid credit card, which may be required to check-in to the accommodation.

20. In the event that (a) the Promoter is unable to contact a winner within (7) seven days of the prize draw, having made reasonable attempts to do so, or (b) a winner has already been selected to win a prize, the Promoter may deem that winner's entry invalid and select a new winner on the same terms as the original prize draw.
21. If a winner cannot accept or take part in the prize for any reason, their prize will be void and no compensation will be payable.
22. If a person selected by the winner to participate in the prize is under the age of 18, that person must provide a Parental Consent and Waiver of Liability signed by their parent or legal guardian, in the form provided by the Promoter. If this is not provided by the chosen participant, then that person will not be able to participate in any aspect of the prize and the winner must select another person to take his/her place. During the entire duration of the prize, a nominated parent/guardian must accompany any prize participant under 18 years of age.
23. All persons the winners select to participate in the prize must execute a waiver and indemnity form prior to confirming their ability to participate, in the form provided by the Promoter. If a chosen participant does not execute the waiver and indemnity in the manner requested by the Promoter then they will not be eligible to participate in the prize.
24. The winners and their chosen prize participants acknowledge and agree that they will comply with all instructions given by employees of the Promoter and other agencies associated with this promotion, and agree not to do anything that may bring the Promoter into disrepute.
25. The winners and their chosen prize participants acknowledge that some of the activities included in the prize are dependent on seasonal availability. The Promoter recommends that the winners and chosen prize participants confirm the availability of the activities specified in the prize prior to confirming travel dates. The Promoter will not be liable or responsible for, or otherwise be required to compensate, the winners and their chosen prize participants for any activities included in the prize that cannot be completed due to events outside of the Promoter's control, including the seasonal availability of any activity.
26. In the event that any part of the prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may provide an alternative prize of equal or greater value, in its sole discretion.
27. To the extent permitted by law, the Promoter and its Agents take no responsibility for any failure of any entry to be entered into the promotion due to, without limitation, technical malfunction or human error. The Promoter and its Agents are not responsible for late or misdirected entries and take no responsibility for any entries not correctly lodged through the text system. 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.
28. Except for any liability that cannot be excluded by law, the Promoter, its Agents and the participating sites (including officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), exclude 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.
29. As a condition of participating in the prize, the winners and their chosen prize participants indemnify the Promoter, the Agents, 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 winners or other prize participants may incur arising out of their participation in the promotion and/or participating in the prize, howsoever caused.
30. The Promoter's decision is final on all matters and no correspondence will be entered into.
31. 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.
32. The Promoter reserves the right to request proof of purchase from any entrant prior to fulfilling the prize.
33. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
34. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
35. The Promoter reserves the right to verify the validity of a 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.
36. Acceptance of a prize is deemed consent for the Promoter to use details about the winners, and any chosen prize participants, including their names, photographs and likeness for promotional, advertising and media purposes. By entering this promotion, entrants agree to make themselves readily available for this purpose. The ensuing copyright will vest in the Promoter, without any claim to compensation from the entrants.
37. The Promoter collects and holds personal information provided by entrants for the purposes of this promotion and for future promotional purposes. Failure to provide requested personal information may disqualify a person from being able to receive a prize. All personal information provided by entrants will be held by the Promoter. Under the Privacy Act 1993, entrants have the right to access and request correction of any such personal information, and may do so by sending an email to Belinda.Mitchell@frucorsuntory.com.
38. The Promoter is Frucor Suntory NZ Ltd, 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand.