

Z ENERGY “V RESOLUTION REPAIRS” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Frucor Suntory New Zealand Limited (86 Plunket Ave, Manukau, Auckland 2104) (**Promoter**).
3. Entry is only open to New Zealand residents aged 18 years or over. The promotion is only open to New Zealand residents who are registered members of the Fly Buys or Airpoints™ programme. Employees of the Promoter and Z Energy Limited 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. Employees of Fly Buys, Airpoints™ or NZ Loyalty, and their immediate families, are also ineligible to enter. The Promoter reserves the right to request proof of an entrant’s eligibility in the event that there is a doubt over his/her eligibility for the promotion.
4. Entries into the promotion open at 12:01am NZST on 20th January 2020 and close at 11:59pm NZST on 16th February 2020 (“**Promotional Period**”).
5. To enter the promotion, purchase any two V Products (“**Qualifying Products**”) from a participating Z Energy Service Station (“**Participating Stores**”) in one transaction during the Promotional Period, and swipe a Fly Buys card or an Airpoints™ card at the time of purchase (“**Qualifying Purchase**”). For the avoidance of doubt, V multi-packs count as (1) one product.
6. There will be 2 major prizes awarded. The major prize is a digital detox prize packages to Byron Bay RRP of \$7,500 (NZD). 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.
7. 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.
8. 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.
9. 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”).

10. All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with accommodation partner Free-2-Travel Holidays Pty Ltd.
11. 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.
12. The prize is not transferable, changeable or redeemable for cash.
13. You may enter as many times as you like provided that each entry is through a separate purchase of two of the qualifying products in one transaction.
14. The Promoter is not responsible for any, 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 with be the time the entry is received, not the time the entry is submitted by the entrant.
15. 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.
16. 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.
17. 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.
18. The winners will be contacted by phone to the phone number listed on the winning Fly Buys or Airpoints™ account. The winner will be the person listed as the primary cardholder on the winning Fly Buys or Airpoints™ account (regardless of who made the Qualifying Purchase). Neither the Promoter, Z Energy Ltd, NZ Loyalty nor Air New Zealand will be responsible in any way for any disputes arising as a result of entries being submitted by persons other than the primary card holder.
19. In the event the Promoter is unable to contact the Prize Winner within seven (7) days of the Major 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 Major Prize draw.
20. If a winner cannot accept or take part in their prize for any reason, their prize will be void and no compensation will be payable.
21. The Promoter reserves the right to verify any purchase before awarding any prize to any winner. Verification may include, but is not limited to, the winner being required to provide proof of purchase. In the event that the Promoter is not able to validate a prize winner's entry within 2 days of that prize winner making contact with the Promoter, the Promoter may deem that prize winner's entry invalid, and no compensation will be payable.
22. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion.
23. Any error or omission on the behalf of entrants may be accepted at the Promoter's discretion.

24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
26. The Promoter's decision is final and no correspondence will be entered into.
27. If any Prize, or any part of a prize, becomes unavailable for any reason, the Promoter reserves the right in its sole discretion to substitute the prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
28. If this promotion is interfered with in any way, or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention, fraud, or human error, or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
29. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act 1993, as well as any other implied warranties under similar consumer protection laws in New Zealand ("**Non-Excludable Guarantees**").
30. As a condition of participating in this promotion, individuals indemnify 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 individual may incur arising out of their participation in the Promotion and or participating in a Prize, howsoever caused.
31. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to New Zealand regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.frucorsuntory.com/privacy-policy/. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, in accordance with the Privacy Act 1993, as well as how complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of New Zealand.
32. The Promoter is Frucor Suntory NZ Ltd, 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand.