

## Z Rockstar Speaker Promotion

### Terms and Conditions

1. Information on how to enter and prizes form part of these terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. 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 Promotor 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. This promotion is limited to Z Energy retail stores that have been invited by the Promoter to participate (“**Participating Store**”).
3. The promotional period begins at 12:01am on March 16<sup>th</sup> 2020 and finishes at 11:59pm on 12<sup>th</sup> April 2020 (“**Promotional Period**”).
4. To enter the promotion, purchase any two 500ml Rockstar Cans (“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, Rockstar multipacks count as (1) one product..
5. You may enter the promotion once per day during the Promotional Period, provided that each entry is through a separate purchase of two Qualifying Products in one transaction.
6. There are 12 (12) Rockstar Scosche Speaker with an RRP of \$179.99 USD (“Prize”), each to be won (“**Prizes**”). The Prizes are not transferable, changeable or redeemable for cash.
7. In the event that a Prize, or any part of a Prize, becomes unavailable for any reason beyond the Promoter’s control, the Promoter may in its sole discretion decide to provide an alternative prize.
8. There will be one prize draw conducted by random electronic selection at the offices of Raydar (“**Agency**”) on 17<sup>th</sup> of April 2020. The first valid 12 (12) entries randomly drawn from all entries received during the Promotional Period will be the Prize winners.
9. The winners will be contacted by phone to the phone number used at the time of text entry. The winner will be deemed to be the registered owner of the phone number associated with each winning entry.
10. In the event that the Promoter is unable to contact a 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.
11. 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.
12. The Promoter’s decision is final on all matters and no correspondence will be entered into.
13. 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.

14. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. 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.
16. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
17. 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.
18. Acceptance of a Prize is deemed consent for the Promoter to use the winner's details for promotional and media purposes without compensation, and any copyright will vest in the Promoter.
19. 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. Entries are deemed to be made at the time they are received by the Promoter, not the time they are submitted by the entrant.
20. As a condition of participating in the promotion, each 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 a winner may incur arising out of their participation in the promotion and/or participating in the Prize, howsoever caused.
21. 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.
22. The Promoter and the Agency collect and hold 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 and the Agency. Under the Privacy Act 1993, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter or the Agency by sending an email to [raydarpromotion@gmail.com](mailto:raydarpromotion@gmail.com).
23. The Promoter is Frucor Suntory New Zealand, 86 Plunket Ave, Manukau, Auckland 2104, New Zealand. For further information call 0800 332 531.
24. Scosche Industries, Inc. does not endorse, is not a sponsor of, and is not associated with this promotion in any way.