

Mountain Dew Dewcision Promotion P7 2021

Terms and Conditions

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 aged 18 years and over. Employees of the Promoter and any agency involved with this promotion, and the immediate families of such employees, are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. The promotion commences in New Zealand at 12.01am on 7th June 2021 and finishes at 11:59pm on 4th July 2021 ('**Promotion Period**'). The promotion will be run in association with participating BP, Z, Caltex, Red Circle, Mobil and Night 'n Day stores ('**Participating Stores**').
4. To enter the promotion, simply:
 - (a) Purchase any two Mountain Dew original, Mountain Dew Passionfruit, Pepsi or Pepsi Max products ('**Promotional Products**') in a single transaction ('**Qualifying Transaction**') from any participating BP store during the Promotion Period and swipe your AA membership or registered AA Smartfuel card at the time of purchase; or
 - (b) Purchase any two Promotional Products in a Qualifying Transaction from any participating Z store during the Promotion Period and swipe your registered Fly Buys or Airpoints™ card at the time of purchase; or
 - (c) Purchase any two Promotional Products in a Qualifying Transaction from any participating Caltex, Red Circle, Mobil or Night 'n Day store during the Promotion Period and text the unique code shown on the entry pad to **8552**. Standard text charges apply. Text charges are set by each entrant's telecommunications provider, and may be charged in addition to the cost of an entrant's monthly plan.
5. For the avoidance of doubt, Mountain Dew or Pepsi multipacks count as one product.
6. Entrants may enter the promotion multiple times, provided that each entry is through a separate Qualifying Transaction during the Promotion Period and is made in accordance with the entry criteria as set out at paragraph 4 of these terms and conditions.
7. A maximum of one Prize may be won by an entrant.
8. There are 7x prizes available to be won across Participating Stores. Each prize includes 1x \$1,000NZD and 1x \$500NZD Torpedo7 Voucher, with a combined value of \$1,500NZD ('**the Prize**'). The total prize pool is \$10,500NZD. Each Prize may be used to redeem from Torpedo7 any product(s) (including a surfboard, skateboard, BMX bike, mountain bike, SUP board, wakeboard, skis or snowboard) available for purchase up to the value of \$1,500NZD.
9. The Prize is not transferable, changeable or redeemable for cash. Prizes may be subject to additional terms and conditions for redemption, and may have an expiry date. Please see the information that accompanies the vouchers for the full terms and conditions that apply to the Prizes.
10. The winners will be determined by way of random prize draw on 12th July 2020 which will be conducted by random electronic selection at the offices of Raydar ('**Agency**') which has its offices at 318 Richmond Road Grey Lynn, Auckland 102. The first 7 entries randomly drawn from all valid entries received will be deemed the winners.

11. The winners will be contacted by phone using the phone number associated with either:
 - (a) Their AA membership card or registered AA Smartfuel card; or
 - (b) Their registered Flybuys or Airpoints™ card; or
 - (c) The phone number used to complete the winning text entry.
12. In the event that (a) an ineligible entry is drawn, or (b) a winner has already been selected to win a Prize, or (c) the Promoter is unable to contact a winner within 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. The winners will be deemed to be the registered owners of the AA membership card, AA Smartfuel card, Flybuys card, Airpoints™ card, or phone number (as applicable) associated with each winning entry. The Promoter and agencies associated with this promotion are not responsible in any way for disputes arising as a result of entries being submitted by persons other than the registered owners of either the AA membership card, AA Smartfuel card, Flybuys card, Airpoints™ card, or phone number used to complete the winning entry.
14. 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.
15. 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.
16. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
17. The Promoter reserves the right, at any time, to verify the validity of claims and determine the eligibility of entrants (including an entrant's identity) and to disqualify any entry or refuse to award a Prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
18. By entering this promotion, entrants agree to the use of their names, photographs and likeness for promotional/advertising purposes, and agree to make themselves reasonably available for this purpose. The ensuing copyright will rest with the Promoter, without any claim to compensation from the entrants.
19. All promotion entries become the property and copyright of the Promoter. By entering this promotion, entrants assign copyright in their entry to the promoter.
20. The winners 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.
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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
23. All decisions made by the Promoter, its employees or its agents are final and no correspondence will be entered into.

24. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason, including but not limited to technical difficulties or unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion (including any Prize), as appropriate.
25. 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, unauthorised 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.
26. As a condition of participating in the Prize, the winners 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 winners may incur arising out of their participation in the promotion and/or participating in the Prize, howsoever caused.
27. The Promoter and its agents (including the Agency) collect and hold personal information provided by entrants for the purposes of this promotion and for future promotional purposes. For the purposes of notifying the winners and facilitating redemption of the prize, the Promoter or Agency may pass on an entrant's personal details to its agencies and other associated organisations. 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 in accordance with the Promoter's Privacy Policy, which can be viewed at www.frucorsuntory.com/privacy-policy. Under the Privacy Act 2020, entrants have a right to access and request correction of any such personal information. Entrants may access and request correction of any details about them held by the Promoter or the Agency by sending an email to promos@raydar.co.nz.
28. The Promoter is Frucor Suntory New Zealand, 86 Plunket Ave, Manukau, Auckland 2104, New Zealand (**'Promoter'**). For further information call 0800 332 531.
29. This promotion is in no way sponsored, endorsed, administered by, or the responsibility of, Torpedo 7. By entering this promotion, you understand that you are providing your information to the Promoter and its agents and not to Torpedo 7.