

# Gatorade Promotion OTG

## 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 and Conditions.

2. The Promotion commences at **12.00am on 1st November 2021** and closes at the earlier of the date on which 30 scratch cards have been distributed from that Participating outlet, or **11.59pm on 28th November 2021** (“**Promotional Period**”).

### **Instant Win**

4. To enter simply purchase any 2 Gatorade 1L products (“**Qualifying Products**”) in a single transaction from a Participating outlet during the Promotional Period (“**Qualifying Purchase**”), and receive your scratch card. Scratch the card to determine if you are an instant winner.

5. The promotion is only open to New Zealand residents aged 18 years or over. Employees of the Promoter, and their immediate families, as well as the owners, managers, and staff of each Participating outlet (“**Agents**”) and their immediate families, are ineligible to enter.

5. Scratch cards will be held by counter staff, and will be available to participants at the time of purchase of the Qualifying Products. Purchasers will receive one scratch card only for every Qualifying Purchase, regardless of the number of Qualifying Products purchased. If a participant does not automatically receive a scratch card at the time they complete their Qualifying Purchase, it is their responsibility to request one from counter staff. Each Participating outlet has a total of 30 scratch cards to distribute during the Promotional Period.

6. You may participate in this promotion as many times as you like (subject to scratch card availability) provided that each entry is through a separate Qualifying Purchase.

7. There are five (5) Instant Win Prizes of a Gatorade Sports Bag, valued at NZD\$20.00 RRP (“**Prize**”), to be won at each Participating outlet.

8. The Prizes are not transferable, changeable or redeemable for cash.

9. Winners must collect their Prize from the Participating outlet where the Qualifying Purchase corresponding to the winning scratch card was made. Prizes will only be available at each Participating outlet whilst stocks last.

10. If a winner cannot accept their Prize for any reason, their Prize will be void and no compensation will be payable.

11. Neither the Promoter nor any other entity associated with this Promotion, will be responsible for any late, lost, misdirected or incorrectly submitted Prize redemptions, including but not limited to Prize redemptions not received due to technical problems or human error.

12. Except for any liability that cannot be excluded by law, the Promoter and Participating outlet (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.

13. As a condition of participating in the Promotion, 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.

14. The Promoter's decision, and the decision of its employees or agents, 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 Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.

18. The Promoter reserves the right to verify the validity of the winner's entry and to refuse to award a Prize where it appears to the Promoter that the scratch card has been altered, tampered with, damaged, falsified or interfered with, where the prize status is not clear, or where 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. The Promoter is Frucor Suntory New Zealand Limited, 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand. Gatorade is a registered trade mark of Stokely-Van Camp, Inc., and is used by Frucor Suntory in New Zealand under licence. Stokely-Van Camp, Inc. and PepsiCo, Inc. are not responsible and will not be held liable for the operation or administration of this promotion.

21. Any questions relating to this promotion should be referred to [promos@raydar.co.nz](mailto:promos@raydar.co.nz).