

Z Energy Beats Studio Ear Buds Promotion P2 2022

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. The promotion is open to New Zealand residents aged 18 years or over, who are registered members of the Flybuys or Airpoints™ programmes. Employees of the Promoter and any agency involved with this promotion (including Flybuys, Airpoints™ or Loyalty New Zealand Limited), and the immediate families of such employees, are not eligible to enter.
3. This promotion is only available in Z Energy retail stores that have been invited by the Promoter to participate in this promotion ("**Participating Store**").
4. The promotion commences at 12.01am on Monday 17 January 2022 and closes at 11.59pm on Sunday 13 February 2022 ("**Promotional Period**").
5. To enter the promotion, simply purchase any 2 Gatorade 1L products ("**Qualifying Products**") in one transaction from a Participating Store during the Promotional Period and scan your registered Flybuys or Airpoints™ card at the time of purchase.
6. You may enter the promotion as many times as you like, provided that each entry is through a separate purchase of two Qualifying Products in one transaction during the Promotional Period.
7. There are twenty (20) Beats Studio Buds Noise Cancelling Wireless Earphones, in black, with an RRP of \$218.99 NZD each ("**Prizes**") available to be won. The Prizes are not transferable, changeable or redeemable for cash. The total Prize pool is valued at \$4,379.80 NZD.
8. 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.
9. There will be one Prize draw conducted by random electronic selection at the offices of Raydar (located at 318 Richmond Road, Grey Lynn, Auckland 1021) ("**Agency**") on 23 February 2022. The first twenty (20) valid entries randomly drawn from all entries received during the Promotional Period will be the Prize winners.
10. The winners will be contacted by phone to the phone number listed on the Flybuys or Airpoints™ account associated with each winning entry. The winner will be the person listed as the primary cardholder on the winning Flybuys or Airpoints™ account (regardless of who purchased the Qualifying Products). Neither the Promoter, Z Energy Limited, Loyalty New Zealand Limited, Air New Zealand Limited nor the Agency 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.
11. In the event that the Promoter or the Agency are 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.
12. 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.
13. The Promoter's decision is final on all matters and no correspondence will be entered into.

14. 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.
15. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
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 in such material 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. For the purposes of notifying winners and facilitating redemption of the Prizes, the Promoter and the Agency may pass the winners' 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. Under the Privacy Act 2020, entrants have the right to request access to and correction of any such personal information. Entrants may request access to and correction of any of the details about them held by the Promoter or the Agency by sending an email to promos@raydar.co.nz.
23. The Promoter is Frucor Suntory New Zealand Limited, 86 Plunket Ave, Manukau, Auckland 2104, New Zealand. For further information call 0800 332 531.
24. The owners of the Gatorade trademarks, Stokely-Van Camp, Inc. IL, USA are not involved in or responsible for the organisation or conduct of this promotion. All participant inquiries should be directed to the Promoter, and not Stokely-Van Camp, Inc. IL, USA.

25. Apple Inc. and Beats Electronics, LLC do not endorse, is not a sponsor of, and is not associated with this promotion in any way.