

V TEMPT COUNTDOWN ONECARD 2022 PROMOTION

TERMS AND CONDITIONS

Promotional Period

1. The Promoter of this promotion is Frucor Suntory New Zealand Limited, 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand (“**Promoter**”).
2. The promotion commences 7/02/2022 at 00.01am and closes 11.59pm on 06/03/2022 (“**Promotional Period**”).
3. This promotion is open to registered Onecard holders only who are New Zealand residents aged 18 years or older, shopping at Countdown supermarkets, owned by Woolworths New Zealand Limited, 80 Favona Rd, Favona, Auckland 2024 (“**Countdown**”). Please note that employees of the Promoter and Countdown cannot be excluded from Onecard promotions.

Method of Entry

4. Customers can enter by, during the Promotional Period, purchasing any 250mL V product (“**Participating Product**”) from a Countdown supermarket or online from shop.countdown.co.nz (“**Participating Store**”) during the Promotional Period, and either swiping their registered Onecard or entering their registered Onecard details at the time of purchase (for online purchases).
5. The entry date for online purchases is the order delivery date, which must be within the Promotional Period for the customer to be entered into the promotion.
6. For the avoidance of doubt, customers will not be eligible to participate in this promotion if they do not swipe their registered Onecard or enter their registered Onecard details at the time of purchase (for online purchases). Entries will not be accepted on a retrospective basis after the time of purchase.
7. Entry is limited to one (1) per single transaction, regardless of the number of Participating Products purchased in that transaction.
8. V 250mL Multipacks count as a single Participating Product.

Prizes

9. There are ten (10) Husky 112L Retro Bar Fridges, Black (RRP \$799 NZD) to be won (“**Prize**”).
10. The total estimated value of the Prize pool is \$7,990 NZD.
11. The Prize is not transferable or redeemable for cash and may not be exchanged.

12. If the Prize or any part of the Prize is unavailable for any reason beyond the Promoter's control, the Promoter may, in its sole discretion, decide to provide an alternative prize.
13. Prizes will be delivered in New Zealand to the nominated residential address of the winner. Each winner should allow up to 21 days from the date at which they provide the Promoter or Raydar with their residential delivery address for delivery of their Prize.
14. Limit 1 Prize per person.

Winner(s)

15. The winners will be determined by a random draw from all valid entries received during the Promotional Period on 10 March 2022 at the offices of Countdown. The first ten (10) eligible entries randomly drawn from all entries received during the Promotional Period will win a Prize.
16. The winners will be notified by telephone and/or email by Raydar Limited, 100 College Hill, Ponsonby, Auckland (**Raydar**) using the details listed on the Onecard database for the Onecard associated with each winning entry. It is up to entrants to ensure that their relevant details on the Onecard database are correct. The Promoter and Countdown accept no responsibility for any incorrect or out of date information. Details can be updated via the website www.countdown.co.nz/onecard or by phoning the Countdown Customer Care team on 0800 40 40 40.
17. In the event a winner cannot be contacted, (that is, cannot be reached by telephone and/or does not respond to email) within 7 days of the Prize draw, Raydar will send the winner a letter giving a further 7 days from the date of the letter to contact Raydar. If Raydar does not get a response within 7 days of the date of that letter, that winner's Prize will be forfeited and a new winner will be redrawn on the same terms as the original draw. In that case, the original winner is not entitled to any compensation.
18. Winners will have their details published on the Countdown website for 2 weeks following the Prize draw date. By accepting the Prize, winners consent to his or her name and/or photograph being used for such publicity purposes as reasonably determined by the Promoter and/or Countdown. Winners agree to make themselves reasonably available to the Promoter and/or Countdown for this purpose, without compensation. The Promoter will own the copyright in any such material. The winners can be viewed at <https://www.countdown.co.nz/onecard/onecard-competitions/onecard-competition-winners>.

Exclusions and Liability

19. The Promoter and Countdown will not be responsible for any late, lost or misdirected entries, including but not limited to entries not received due to technical problems. Entries will be deemed received at the time they are received by Countdown, and not at the time they are submitted by an entrant.
20. Countdown, the Promoter, any Prize provider engaged by the Promoter, and their related companies, employees and agencies shall not be liable for any loss, damage or personal injury suffered by any person arising directly or indirectly out of or in connection with entering this

promotion or claiming/winning any Prize, or availing themselves of any Prize, except as required by law.

21. Except for any liability that cannot be excluded by law, Countdown and the Promoter 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 or Countdown'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 Countdown are not responsible for the transmission or receipt of any incorrect information associated with entries, either caused by user error or any equipment or programming malfunction associated with the promotion.

Use of Personal Information

23. All entries remain the property of Countdown. All personal information will be collected and stored by Countdown in accordance with the Privacy Act 2020 and Countdown's privacy policy. Countdown may use entrants' personal information from entries to conduct the promotion and for its own future promotional and publicity purposes, in accordance with standard Onecard Terms and Conditions. These terms and conditions are available to view at <https://www.countdown.co.nz/about-us/our-policies/privacy-statement>. Failure to provide requested personal information may disqualify a person from being able to enter this promotion and to receive a Prize. For the purposes of notifying the winner, Countdown may pass the winner's contact details to the Promoter, the Prize provider, to the Prize provider's agency, and/or to Raydar.
24. Under the Privacy Act 2020, 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 Countdown or their agencies by sending an email to promos@raydar.co.nz.
25. By entering this promotion, entrants consent to the use of their information as described above.

General Terms and Conditions

26. By entering into this promotion you agree to be bound by these Terms and Conditions and acknowledge that you have complied with all of your obligations under the Onecard terms and conditions. The Promoter and Countdown reserve the right to deem that your entry is void should you fail to comply with any of these Terms and Conditions.
27. The Promoter and Countdown reserve the right to verify the validity of entries and to 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 or dishonest manner, or otherwise than in accordance with these terms and conditions of entry. The Promoter's and Countdown's decisions are final, and no correspondence will be entered into.
28. These terms and conditions are governed by the laws of New Zealand.

29. 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.
30. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
31. Arisit Pty Ltd A.C.N t/as Husky does not sponsor and is not affiliated with this promotion.