

# The Mother's Day Competition

Johnsonville Shopping Centre ("**Centre**") welcomes entries to the Mother's Day Competition (the "**Competition**"). By entering this Competition, participants are deemed to have read, understood and accepted the following terms and conditions.

## How to Enter

1. To enter, you must make a purchase of \$20 or more in one transaction from one of the stores at Johnsonville Shopping Centre.
2. Entry is only open to New Zealand residents.
3. The Competition starts on 30<sup>th</sup> April; at 10am and ends on 10<sup>th</sup> May at 5.30pm / Entries received after this time will only be accepted at the discretion of the Centre.
4. Participants can enter the competition multiple times, up to a maximum of 5 entries.
5. The promoter of this competition is Johnsonville Shopping Centre.

## Prize

6. The prize is a hamper of goodies worth over \$350 (the "**Prize**").
7. The winner of the Competition will be drawn on 11th and notified by email or phone.
8. If the prize winner cannot be contacted within 3 days of the Prize draw, the Centre reserves the right to draw another winner.
9. When a prize winner is chosen, they will be required to claim the Prize by visiting Johnsonville Shopping Centre Management office and collecting it. Proof of identity will be required to claim the Prize (including, where the prize winner is under 16 years of age, confirming consent of the prize winner's parent or legal guardian and the name, age and address of the parent or legal guardian). The Prize is not transferable, negotiable, and non-refundable. The Prize may only be claimed by the prize winner.
10. If a prize winner declines a Prize or does not collect their Prize within 3 days of notification that they are a prize winner, that Prize is immediately forfeited and no compensation will be payable. The Centre reserves the right to redraw the winner of that Prize.

## Other

11. These terms and conditions may be amended, and the Competition may be amended, varied, extended or discontinued at any time by the Promoter.
12. The Promoter's decisions on all matters related to the Competition are final and no correspondence will be entered into.
13. The prize winner grants the Promoter permission to use their name and image in connection with the Competition and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use. This includes the right to use on the Promoter's website, email newsletters, media and social media (including Facebook and Instagram or such other similar social media platform as the Centre chooses). The prize winner further consents to participate and co-operate as required in all promotional activities relating to the Competition and Prize including but not limited to being filmed and photographed during the redemption of the Prize for use by the Centre, including on social media channels and any other promotional channels of the Centre, without any claim to compensation from the participant.
14. Entry into this Competition is deemed to be acceptance of these terms and conditions.
15. Please contact [info@johnsonvilleshoppingcentre](mailto:info@johnsonvilleshoppingcentre) with any queries.

By entering the Promotion you have agreed to accept these Terms and Conditions, our website terms of access and privacy policy.

### **Standard Terms and Conditions**

16. The Prize cannot be exchanged for cash, credit, or service, is not transferable to any other person, is not usable on any other services and cannot be used in conjunction with any other offer or promotion.
17. All entries are deemed received at the time of receipt by the Centre, and not at the time of transmission by the participant.
18. If a Prize or part of a Prize becomes unavailable for any reason whatsoever, the Promoter reserves, in its sole discretion, the right to either amend the Prize, including providing the prize winner with a substitute Prize, either in full or in part, at the same, higher or lesser value, or to cancel the Prize and/or the Competition in its entirety, at any time.
19. Late, misdirected, illegal, incomplete or illegible entries are invalid. Only original, legitimate entries will be accepted. The Promoter is not responsible for any error, technical malfunction, loss, omission, communications delay or failure in relation to the entries.
20. Every participant warrants that all information submitted is true, correct and complete. The Promoter reserves the right to disqualify any participant who does not comply with these terms and conditions.
21. Employees (and such employees' immediate families, including an employee's spouse, defacto spouse, child, parent, or sibling) of the Centre, its Retailers, Stride Investment Management Limited, any Ineligible Stores, or any agency involved with the Competition, and the immediate families of such employees, and anyone not a resident of New Zealand at the time of the Prize draw, are not eligible to win the Prize.
22. The Promoter reserves the right, at any time, to verify the validity of entries and participants (including a participant's identity, age and place of residence).
23. The Promoter reserves the right to exclude any participant from participating in the Competition in its sole discretion, to the fullest extent permitted by the law. The Promoter reserves the right to refuse to award a Prize to a participant who is in breach of these terms and conditions, gained an unfair advantage in participating in the Competition or has won a Prize by using fraudulent or dishonest means, including but not limited to submitting false or misleading information. Errors and omissions may be accepted at the Promoter's sole discretion.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. The Promoter's decision is final, and no correspondence will be entered into.
26. The Promoter (including its officers, employees and agents) excludes all liability for any loss (including and without limitation any indirect, special or consequential loss), damage (including loss of opportunity) or personal injury suffered by any person in connection with the Competition or the Prize, including, but not limited to, where arising out of the following: (a) any technical difficulties, equipment malfunction or human error (whether or not within the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Centre) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value or the Prize to that stated in these terms and conditions; (e) any tax liability incurred by a winner or claimant; or (f) use of the Prize, including any costs and expenses that may be incurred by the prize winner relating to the Prize or the prize winner's enjoyment of that Prize, except for any liability that cannot be excluded by law.
27. As a condition of participating in the promotion, the prize winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with the

promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which the prize winner may incur arising out of their participation in the promotion and/or using the Prize, howsoever caused.

28. In accordance with the Privacy Act 2020, the Centre collects, uses, stores and discloses personal information to conduct the Competition, notify the prize winners, verify prize winners' identities and personal information may also be used by the Centre for future promotional activities. By entering this Competition, participants agree that the Centre may collect, use, store and disclose personal information in accordance with the Centre's privacy policy. Failure to provide all requested personal information may result in the entry being invalid and disqualify a participant from being able to enter the Competition or receive a Prize. Under the Privacy Act 2020, participants have the right to access and correct any such personal information. Participants may access and request correction of any of the details about them held by the Centre by contacting the Centre directly.
29. By entering the Competition and opting in, you agree you may receive promotional emails from the Centre from time to time. You may unsubscribe at any time. Your details will not be shared with any other business.
30. These terms and conditions are given for the benefit of the Centre, the owner of the Centre (being Stride Property Limited and/or Equity Trustees Limited as trustee of the Diversified NZ Property Trust) and the Manager of the Centre, Stride Investment Management Limited
31. These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the non-exclusive jurisdiction of New Zealand courts.