

## Philips Avent Combined Steamer & Blender Giveaway Contest

## **Terms & Conditions**

- 1. Information on how to enter and the prize form part of the Terms and Conditions of entry.
- 2. Entry into this competition is deemed to be an acceptance of these Terms and Conditions.
- 3. To enter you must: Like the reachME competition post and comment by completing the sentence: 'With the Combined Steamer and Blender I can...' on the reachME Facebook page.
- 4. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6. Entry is only open to all permanent residents of New Zealand. Where an entrant is under the age of 18, a parent or guardian must provide written permission for the entrant to participate. Employees of Endeavour Consumer Health and Philips and their

immediate families, and any agencies and companies associated with the Promotion are ineligible to enter. Immediate family means any of the following: spouse, exspouse, 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.

- 7. Promotion commences on Friday 27<sup>th</sup> February 2015 at 09:00 NZDT and entries close on Monday 16<sup>th</sup> March 2015 at 12:00 midnight NZDT. All entries are deemed to be received at the time of receipt into the Promoter's database and not at the time of transmission by an entrant.
- 8. An entrant cannot enter each daily draw more than once.
- 9. Each prize draw will take place on the day after the relevant Promotion closes on Facebook, except for Promotions closing on a Saturday or Sunday or public holiday, which shall take place on the following Monday. The prize draw will take place at reachME, 5 Charles Street, Hauraki, North Shore, New Zealand. The first winning valid entry drawn will win the prize. If a winner is under the age of 18 years the prize will be awarded to their parent or legal guardian over the age of 18.
- 10. The winner will be notified in writing by private message on Facebook and posted publicly on the reachME Facebook Page. The winner is to send their NZ address to reachME via a Private Message on the reachME Facebook page. The prize will be delivered to the postal address supplied by the winner.
- 11. In the event a winner cannot be contacted within [three weeks] of the prize draw, the prize will be redrawn. The Promoter may conduct such further draws at the Promoter's premises as are necessary for an unclaimed prize three weeks after the draw date, subject however to any directions given by any applicable gaming authorities.
- 12. The draw will be final and no correspondence will be entered into.
- 13. The Promoter reserves the right to request winners to provide proof of identity and proof of residency at the nominated postal address. Identification considered suitable for verification is at the discretion of the Promoter. The Promoter will not be held liable for any late, lost or misdirected mail.
- 14. Prize values are the recommended retail value as provided by Promoter and are correct at time of printing. The prize value is in New Zealand dollars. The Promoter accepts no responsibility for any variation in the value of the prize after that date.

- 15. The prizes are non-refundable and cannot be exchanged for cash. In the event that for any reason whatsoever a prize winner does not take an element of the prize at a time stipulated by the Promoter, then that element of the prize will be forfeited by the prize winner and cash will not be awarded in lieu of that prize.
- 16. Neither Philips nor the Promoter make any representations or warranties in relation to the suitability of the prize for use by a winner.
- 17. Neither Philips nor the Promoter shall be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained in connection with any prize (s), except for any liability which cannot be excluded by law.
- 18. Any expense, including taxes, spare parts, maintenance or delivery costs associated with accepting, taking or using a prize, will be the prize winner's sole responsibility.
- 19. If for any reason this Promotion is not capable of running as planned Promoter and Philips reserve the right in their discretion to modify the terms of the Promotion including the prizes and these Terms and Conditions, subject to approval of the gaming authorities in New Zealand, where relevant.
- 20. All entries become the property of the Promoter and Philips. The personal information that you provide to enter this competition, including but not limited to your name and address, ("Information") will be used to conduct this competition and may be used for direct marketing purposes. Your Information may be disclosed to competition sponsors and partners (if any), prize suppliers, marketing and promotional agencies, market research companies, mailing houses and transport/delivery companies. If you do not provide the Information, you will be unable to enter the competition. Winners' names will be published and retained as required by law. The Promoter and Philips are bound by the Information Privacy Principles in the *Privacy Act 1993*. All your Information will be handled in accordance with the Promoter and Philip's respective privacy policies which are available at: <a href="http://www.eboshealthcare.com.au/index.php/privacy-policy">http://www.philips.com.au/privacynotice/index.page</a>.
- 21. If for any reason, this promotion is not capable of running as planned, including war, terrorism, state of emergency or disaster, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion and, subject to the approval of those authorities who have issued permits for the conduct of this competition, to cancel, terminate, modify or suspend the competition.

- 22. If an entrant does not provide all the information requested by the Promoter, or such information is not accurate or truthful, the Promoter may determine at its discretion that the entrant will be ineligible and not able to win or claim the prize.
- 23. Each entrant warrants to the Promoter and Philips that the Facebook Comment submitted is their original literary work which does not infringe any rights of any third party. A breach of the warranty set out in this condition will result in the entrant's entry being deemed invalid.
- 24. To the extent permitted by law, the entrants irrevocably consent to the use of their testimonials and/or content of their entry in the competition, for promotion and marketing purposes without additional compensation (financial or otherwise). The entrants hereby assign to the promoter their intellectual property rights in their testimonials and content of their entry in the competition and consent to waive their moral rights.
- 25. Prize pool:

1 x Philips Avent Combined Steamer & Blender RRP \$249.99 (total prize pool is RRP \$249.99).

- 26. The Promoter is: EBOS Group Ltd (120844) trading as Endeavour Consumer Health at 14-18 Lovell Court, Rosedale, Auckland.
- 27. Philips is Philips Electronics Australia Limited (ABN 24 008 445 743) of 65 Epping Rd, North Ryde, NSW 2133, Australia.