

FUEL UP WITH FRED PROMOTION

- 1) Information on the 'Fuel up with Fred Promotion' ("Promotion") that is contained on GULL's website, Facebook Page, Instagram Account or YouTube Channel forms part of these terms and conditions ("Terms and Conditions"). If there is any inconsistency between the information contained on GULL's website, Facebook Page, Instagram Account or YouTube Channel, and the information contained in this document, then this document shall prevail. By participating in the Promotion, you (the "Entrant") agree to be bound by these Terms and Conditions.
- 2) The promoter of the Promotion is Gull New Zealand Limited ("GULL") of Level 4, 507 Lake Road, Takapuna, Auckland, New Zealand (the "Promoter").
- 3) The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, YouTube or Instagram. By participating in the Promotion, you understand that any information you are providing is provided to the Promoter and not to Facebook, YouTube or Instagram.
- 4) Entrants must direct any questions, comments or complaints regarding the Promotion to the Promoter, and not to Facebook, YouTube or Instagram. Any questions can be directed to Ph: +64 9 489 1452, email: admin@gull.co.nz

Eligibility

- 5) Subject to clause 7, entry into the Promotion is open to anyone who, as at the time of entry:
 - (a) is a natural person and New Zealand resident; and
 - (b) is living in New Zealand.
- 6) Where a prize winner is 18 years of age or younger, the prize may be awarded to that winner's parent or guardian.
- 7) Staff, employees, contractors of GULL New Zealand Limited, Terminals (N.Z.) Limited, Night 'n Day Foodstores Limited and all of their subsidiaries, franchisees, data processing agents, advertising agents and suppliers (all the foregoing to be collectively referred to as "GULL and Night 'n Day Associates"), and the families of GULL and Night 'n Day Associates, are ineligible to enter the Promotion.

Entry

- 8) Entry into the Promotion is open between 7:00 am on Monday 11 September 2017 and ends at 7:00 pm on Sunday 8 October 2017 inclusive (the "Entry Period"). No entries will be accepted outside the Entry Period. Gull may reduce the Entry Period if stocks of the Prize (defined below) run out.
- 9) To enter the Promotion, Entrants must:
 - a) Visit a manned Gull site* ("Manned Gull Site"), spend \$40.00 on fuel in one transaction and collect a Gull "Fuel up with Fred" stamp card ("Stamp Card") from an attendant at the site. The Entrant will receive one stamp for every \$40.00 spent on fuel with Gull at a

Manned Gull Site, and such stamps must be placed on the Stamp Card. For example, if an Entrant spends \$119.00 on fuel in one transaction at a Manned Gull Site, they will receive two stamps. To qualify for the Promotion, Fuel purchases must be paid for by cash, EFTPOS or credit card (Gull Fuel Card purchases do not qualify for the Promotion and will not earn any Promotion stamps).

b) After collecting five stamps on a single Stamp Card, the Entrant is eligible to redeem one Fred Seagull soft toy from a Manned Gull Site and is also eligible to choose one nominated charity on the back of the Stamp Card. Following completion of the Promotion, Gull New Zealand Limited will then donate \$1.00 to the charity selected by the Entrant for every valid entry.

c) If the Entrant selects more than one charity, or in Gull's sole opinion, the Entrant's selection is unclear or the Stamp Card is damaged such that the Entrant's charity selection cannot be determined, then Gull will deem the entry invalid and no donation will be made for that entry. Alternatively, where a Stamp Card is illegible or damaged, Gull may (in its sole discretion) select a charity on the Entrant's behalf and make a donation to the selected charity.

* Excludes Gull Drive Thru sites, Gull Express lanes, all Gull Marina dispensers and South Island Night N Day stores.

Prizes

11) The prize consists of one (1) Fred Seagull soft toy for every valid entry in the Promotion ("Prize").

12) The Prize is not transferable and is not redeemable for cash.

13) In the event that the Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.

Privacy

14) When you enter a GULL competition (including this Promotion), GULL may collect and store any personal information you provide. If you win a GULL competition, GULL may collect further information from you. GULL may also be required by gaming and lottery legislation to collect some of your personal information. If GULL does not collect some or all of this information, GULL may not be able to enter you into the Promotion or provide the relevant prize.

15) Any personal information collected about individuals as part of this Promotion will be collected, stored and used in accordance with the Privacy Act 1993. By entering this Promotion, Entrants consent to the use of their information as described below.

16) Information from all entries will be collected and used for the purposes of conducting this Promotion (which may include disclosure to third parties for the purpose of processing entries, contacting prize winners, communicating with Entrants about the Promotion and otherwise conducting the Promotion) and for publicity purposes surrounding this Promotion. Entrants may access and/or change their personal information by contacting admin@gull.nz.

17) By entering the Promotion and providing personal information, Entrants also agree to be contacted by the Promoter to stay up to date with future promotions, products or marketing initiatives. You reserve the right to 'opt out' or stop this correspondence at any time and the Promoter will endeavour to remove you from their database.

18) GULL may also use your personal information to conduct research and plan and develop GULL product and marketing strategies.

19) GULL may disclose your personal information to:

(a) entities who assist GULL in administering the Promotion and providing the prizes, prize suppliers and deliverers, marketing, research, and communications agencies, the authorities responsible for the regulation of gaming and lotteries and other government agencies, where applicable; and

(b) other parties, where required by law.

What information does GULL collect?

20) GULL may collect a range of personal, technical and general information, including:

(a) personal information you have provided to GULL, including on entry forms, GULL's website, social media pages or when you have entered a competition (including the Promotion);

(b) information provided by other companies who have obtained your permission to share information about you;

(c) records of any interactions you have on GULL's website or social media platforms, or communications you may have with GULL (including any information, uploads and comments you make about the services you use);

(d) details of when you visit, where you are and what you look at on GULL's website or social media platforms;

(e) computer information like your IP address, operating system and browser type; and

(f) information from cookies.

General

21) 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).

22) The Promoter accepts no responsibility for late or misdirected entries. Entries are deemed to be received at the time of physical receipt of a fully completed Stamp Card (completed in accordance with clauses 8 and 9 of these Terms and Conditions) at a Manned Gull Site. Errors and omissions will be accepted at the Promoter's discretion.

23) All decisions of the Promoter are final and binding – no correspondence will be entered into by the Promoter with any Entrant.

24) Participants must comply with all requirements of the Promoter, including the requirements specified in these Terms and Conditions. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant invalid if the Entrant:

(a) fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;

(b) tampers with or benefits from any tampering with the entry process or the operation of the Promotion;

(c) submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;

(d) acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person;

(e) in the opinion of Promoter, engages in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter; or

(f) the Promoter is prohibited by law from awarding a prize to any winner.

25) Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for claims, losses (including loss of opportunity), damages, injuries, costs and/or expenses, whether direct, indirect, special or consequential, suffered, sustained or incurred as a result of, or arising in any way out of, or in any way connected with, the Promotion or any prize connected with the Promotion.

26) To the maximum extent permitted by law, all Entrants release and indemnify the Promoter, Facebook, YouTube and Instagram from all liability and any and all direct or indirect loss or injury suffered by the Promoter, Facebook, YouTube or Instagram arising in connection with Entrant's participation in the Promotion, or the receipt and/or subsequent use of any prize.

27) If for any reason any aspect of the Promotion is not capable of running as planned, the Promoter reserves the right to, in its sole discretion, cancel, terminate, modify or suspend the Promotion, or invalidate any entry, at any time, without prior notice to Entrants. Where it is practical for it to do so, the Promoter will notify Entrants of such changes to the Promotion on the Gull New Zealand Facebook page. The Promoter may amend, vary, extend or these Terms and Conditions at any stage, for any reason.

28) GULL, as well as the partners and agencies involved in this Promotion are not liable for any fees or costs incurred by Entrants or any other person resulting from entering or interacting with the Promotion.