

GULL NEW ZEALAND - CRANKWORX ROTORUA 2019: NZ ATHLETE EXCLUSIVE

1. Information on 'Crankworx Rotorua 2019: NZ Athlete Exclusive' ("Promotion") that is contained on Gull's website, Facebook Page, Instagram Account, YouTube Channel or printed material 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, YouTube Channel or printed material and the information contained in this document, 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 you are providing your information 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: caitlink@gull.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 North Island New Zealand resident; and
 - c. is a competing athlete at Crankworx Rotorua 2019; and
 - d. is 18 years of age or older.
6. 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.

ENTRY

7. Entry into the Promotion is open from 9:00am on the 19th of March 2019 and ends at 3:00pm on the 7th of April 2019 (the "Entry Period"). No entries will be accepted outside the Entry Period.
8. To enter the Promotion, you must:
 - a. Upload a photo or video of yourself performing a Mountain Biking activity to your own Instagram account; and
 - b. Include a #GullCrankworx19 'hashtag' in the post description; and
 - c. Ensure your Instagram account is set to public to allow Gull to view the post.

PRIZE

9. The prize pool consists of 1x major prize of \$500 Gull fuel vouchers.
10. If deemed appropriate, Gull NZ may also approach entrants with an offer to be a 'Gull Athlete' as part of the Gull NZ Athlete Sponsorship Programme. There is no guarantee that a sponsorship offer will be made to the Winner. There is also no guarantee that a person who is approached with a sponsorship offer will also win the \$500 Gull fuel vouchers.

HOW THE PRIZE WINNER WILL BE DETERMINED

11. The Promoter will determine the winner of the Prize (the "Winner") by selecting from the qualifying entries made during the Entry Period.
12. A person may not set up or utilise multiple Instagram accounts, or use the Instagram accounts of other persons, to enter the Promotion.
13. The Winner will be notified by the Gull Brand Manager on or after April 7th 2019. Once all the necessary checks, releases and documents have been received by the Promoter, the Winner may be publically announced on the Gull New Zealand Facebook and Instagram page.
14. If a Winner cannot be contacted, or does not make contact with the Brand Manager of Gull within 7 days of receiving notification from Gull that they have won a prize, or their details cannot be verified (including

where a Winner's age or place of residence renders the Entrant ineligible to receive a prize), or a Winner is found to have otherwise breached any of these Terms and Conditions, his/her selection as Winner may be forfeited and an alternative winner may be selected at the Promoter's sole discretion. No compensation will be awarded to the forfeiter.

15. The Prize shall be couriered to the winner's nominated address. The Promoter shall not be responsible for any additional costs or expenses associated with the Prize. These costs are the responsibility of the Winner.
16. Entries will be reviewed periodically; however, such review does not relieve you from your responsibility to comply with these Terms and Conditions.
17. Entries that do not comply with these Terms and Conditions, or that otherwise contain prohibited or inappropriate content as determined by the Promoter, will be disqualified. The Promoter has the right to automatically exclude entries that contain questionable content related to offensive language and/or third party products without further consideration and at its sole discretion.

PRIVACY

18. When you enter a Gull competition (including this Promotion), Gull collects and stores the 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.
19. 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.
20. 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.
21. Gull may also use your personal information to conduct research and plan and develop Gull product and marketing strategies.
22. Gull may disclose your personal information to 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 other parties, where required by law.

WHAT INFORMATION DOES GULL COLLECT?

23. Gull may collect a range of personal, technical and general information, including:
 - a. personal information you have provided to Gull, including on Gull's website and 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

24. 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).
25. The Promoter accepts no responsibility for late or misdirected entries. The Promoter accepts no responsibility for any failure to receive an entry as a direct or indirect result of a technical problem of any kind or any traffic congestion on the Internet or any website. Entries are deemed to be received at the time of receipt into The Promoter's system (or the system of its authorised agent), not at the time of transmission by the Entrant. Errors and omissions will be accepted at the Promoter's discretion.
26. The prize is subject to the terms and conditions of Gull fuel vouchers.
27. All decisions of the Promoter (including, but not limited to, selection of the prize winner(s)) are final and binding – no correspondence will be entered into by the Promoter with any Entrant. 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.
28. 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, death, 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.
29. 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.
30. 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.
31. Gull, as well as the partners and agencies involved in this Promotion are not Liable for any fees incurred by Entrants or any other person resulting from entering or interacting with the Promotion via mobile, including, but not limited to, the use of text messaging, mobile data, or use of any mobile/internet service.