

Our social media promotions...

From time-to-time we may have items to giveaway via our social media channels. These items may be (but not limited to) merchandise, tickets to sponsored events and / or vouchers. When we do have a giveaway / prize draw like this, unless we state otherwise, the following terms and conditions apply:

Social media promotion terms and conditions

1. This social media promotion (the "Promotion") is offered by Gull New Zealand limited ("GULL") of Level 4,507 Lake Road, Takapuna Auckland, New Zealand (the "Promoter").
2. The Promotion will be held at frequent although irregular intervals, as Gull deems fit.
3. The Promotion is open to New Zealand residents only. 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.
4. Individuals can only enter each Promotion once unless otherwise stated.
5. The winners will be drawn randomly and will be notified by email or via the winner's relevant social media profile at the closure of the Promotion. If a prize winner cannot be contacted by one of these means within 7 days then that prize will not be redrawn.
6. Entrants are identified by the email address or the relevant social media user profile used to submit the entry. Any prize(s) won by drawing a winner whose entry was received by email or social media will be awarded to the holder of the email address or the relevant social media profile from which entry was submitted. The Promoter takes no responsibility for disputes arising as a result of entries submitted by entrants using an email address or social media profile belonging to any other person.
7. GULL Fuel Vouchers are redeemable at manned GULL service stations only. GULL Fuel Vouchers are not redeemable at GULL 'Drive Thru' sites, GULL 'Express' Lanes, GULL Marina dispensers or South Island Night 'n' Day stores. The prizes are not exchangeable and cannot be taken as cash. If for any reason a prize winner does not redeem the prize or any element of the prize within the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited and cash will not be awarded in lieu of the prize or that element of the prize.
8. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions.
9. The Promoter takes no responsibility for lost, damaged, misdirected, late or illegible entries, incorrect or inaccurate transcription of entry information, or for any human error, technical

malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access telecommunications network services, or any other error or malfunction.

10. Entrants consent, and waive all rights (including copyright and moral rights), to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
11. Entrants acknowledge that the promotion is not sponsored, endorsed, administered by, or associated with Facebook, Instagram or YouTube and that Facebook has no liability to entrants in relation to the promotion. Entrants agree to fully release Facebook from any and all liability in relation to your participation in this promotion. All information entrants provide in connection with this promotion is to the Promoter and not to Facebook.
12. The Promoter's decision on all matters is final and no correspondence will be entered into.
13. The Promoter may cancel, terminate, modify or suspend the Promotion or these Terms and Conditions at any time and for any reason before the end of the Promotion Period and shall not be liable to any entrant or prize winner for any loss or damage incurred as a result.
14. Except for liability that may not by law be excluded, the Promoter shall not be liable under or in connection with these Terms and Conditions, this Promotion and/or taking the prize for any cost, expense, loss or damage suffered by any entrant or prize winner, even if such cost, expense, loss or damage was reasonably foreseeable, and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
15. Information on how to enter the Promotion and the prizes forms part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
16. These Terms and Conditions are governed by New Zealand law and any dispute arising out of or in connection with them will be subject to the exclusive jurisdiction of the New Zealand courts.
17. Entrants have the right to view information stored about them and to ask for it to be corrected if it is incorrect.
18. Any personal information collected about individuals as part of the Promotion will be collected, stored and used in accordance with these terms and conditions and the Privacy

Act 1993. The specific personal information collected from entrants of the Promotion will be (as applicable):

- First name and surname;
- Email address;
- Location in New Zealand (region only)
- Mobile number;
- Social media profile details.

An entrant's first name, last name initial and region may be displayed publicly and may be visible to other participants of the Promotion. Contact information will be used by the Promoter for the purposes of contacting winning entrants and identifying the winners of the Promotion.