

# GULL NEW ZEALAND: NEXT GULL ATHLETE PROMOTION

1. Information on 'Search for the Next Gull Athlete' (the "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, 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, is a New Zealand resident.
6. Where a Winner is under 18 years of age, Gull will liaise with the Winner's legal guardian to determine how to award the prize.
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.

## ENTRY

8. Entry into the Promotion is open from 7:00am on the 22nd of August 2019 and ends at 11:59pm on the 6th of October 2019 (the "Entry Period"). No entries will be accepted outside the Entry Period.
9. To enter the promotion, you must:
  - a. Create an original video as per the Judging Criteria and these terms and conditions; and
  - b. Upload your entry to the official entry form at [gull.nz/athletesearch](http://gull.nz/athletesearch) (the "entry form") by either:
    - providing a URL link to your video entry; or
    - uploading your video directly; and
  - c. Provide all other requested information on the entry form.
10. You agree that you have the rights to use any video media supplied as part of your entry to the Promotion.
11. By entering this Promotion, you agree that Gull will retain any video media supplied with your entry, and that Gull may use this media in marketing and/or brand materials both during the Promotion duration and indefinitely after the Promotion has ended. You agree that you understand that there will be no financial or other remuneration if Gull uses media supplied in your entry for Gull marketing and/or brand materials either related or unrelated to this Promotion.

## PRIZE

12. The prize pool consists of:
  - a. Up to five (5) cash prizes of NZ\$1,000.00 (the "Major Prizes") to be given away to the winning entrant(s) determined by the Promoter; and
  - b. Weekly prizes (the "Minor Prizes") to be determined by Gull.
13. The Prizes are not transferable, exchangeable or redeemable for cash.
14. In the event that a Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.

## HOW THE PRIZE WINNER WILL BE DETERMINED

15. All entries that comply with these Terms and Conditions and are approved by the Promoter will be considered for the Major Prize.
16. The Promoter will determine the Winners of the Major Prizes and Minor Prizes (the "Winner(s)") by selecting from the qualifying entries made during the Entry Period.
17. The Promoter may request public feedback to assist with selecting the final Winners via the Gull social media channels. Such feedback does not necessarily determine the final Winner(s).
18. The Minor Prize Winners will be publicly announced on the Gull New Zealand Facebook page on a weekly period, on a business day during the promotion period. The Minor Prize Winners will then be notified by the Gull Brand Manager to arrange delivery of the Minor Prize once all the necessary checks, releases and documents have been received by the Promoter.
19. The Major Prize Winner(s) will be notified by the Gull Brand Manager within 5 business days of the Promotion end. Once all the necessary checks, releases and documents have been received by the Promoter, the Winner(s) will be publicly announced on the Gull New Zealand Facebook page.
20. If no suitable entries are received, Gull reserves the right to withhold the Major and Minor Prizes. In this scenario, no Winners will be determined.
21. Winning a Major Prize does not qualify an entrant for Gull sponsorship. The Major Prize Winner(s) may be contacted by the Gull Brand Manager to discuss the next steps in a potential Gull Athlete sponsorship.
22. If a Winner cannot be contacted, or does not make contact with the Brand Manager of Gull within 5 business 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.
23. The NZ\$1,000 "Major Prize(s)" will be paid by direct transfer to the Winners' nominated New Zealand bank account.
24. The Promoter shall not be responsible for any additional costs or expenses associated with the Prize. These costs are the responsibility of the Winner.
25. Entries will be reviewed periodically; however, such review does not relieve you from your responsibility to comply with these Terms and Conditions.
26. 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 and removed. The Promoter may remove any Content without notice for any reason whatsoever and 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

27. 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.
28. 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.
29. 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.

30. By entering the Promotion, Entrants also agree to be contacted by the Promoter to stay up-to-date with future promotions, products or marketing initiatives. Entrants reserve the right to 'opt-out' or 'stop' this correspondence at any time and the Promoter will endeavour to remove such entrants from their database.
31. Gull may also use your personal information to conduct research and plan and develop Gull product and marketing strategies.
32. 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?

33. 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.

#### 34. GENERAL

35. 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).
36. 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.
37. The Minor Prizes may be subject to further Terms and Conditions outside of Gull's control.
38. 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.

39. 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.

40. 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.

41. 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.

42. 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