

## **TERMS AND CONDITIONS: ADM HOT TUB GIVEAWAY JUNE 2021**

1. Information on how to enter forms part of these terms and conditions. Entry into the promotion is deemed acceptance of these terms and conditions.

2. The 'Promoter' is ADM New Zealand Ltd, PO Box 4079 Mount Maunganui, admin.nz@adm.com

### **Entry Restrictions**

3. The promotion is open to New Zealand residents only.

4. Immediate families of the Promoter and employees of WAVE Agency are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, 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 1st cousin.

### **Promotional Period**

6. The promotion commences at 8:00am (NZDT) on 16<sup>th</sup> of June 2021 and finishes at 5:00pm (NZDT) on 19<sup>th</sup> of June 2021 ('Promotion Period').

### **Entry**

7. To enter the promotion, entrants must do the following during the Promotional Period: Fill out an entry form at the ADM Fielddays stand.

8. The winners will be the first (1) valid entry drawn at random from all eligible entries received during the Promotion Period.

8a. If you win you agree to your name being published and to be photographed and/or interviewed by ADM. ADM may use your name and such photographs and/or interviews for publicity purposes.

9. Winners will be determined by random selection at the ADM fielddays stand 5:00pm (NZDT) on 19<sup>th</sup> of June 2021.

10. Each eligible entrant may enter the promotion once during the Promotion Period.

### **Prizes**

11. There is one (1) prize of an Alpine Hot Tub, valued at NZD\$12,500 RRP ('Prize') to be won as part of this promotion. Each Prize winner will win one (1) Prize. The (1) Prize is the unit displayed at the ADM fielddays stand.

12. The Prize value is the RRP (including GST) in New Zealand dollars, and is correct at time of printing.

### **Winner Notification**

13. Winners will be drawn at 5:00pm (NZDT) on 19<sup>th</sup> of June 2021.

14. Each winner will also be notified by telephone and/or email as provided on the Entry Form by the Promoter within 7 days of winner being drawn.

### **Prize Claim and Delivery**

15. Winners must claim their Prize within 5 days of being contacted by the Promoter by stating their full name, delivery address and contact number ('Requested Information').

16. If a winner does not respond to the Promoter within 5 days of being contacted by the Promoter with all Requested Information, they will forfeit the prize and no compensation will be payable.

17. The Promoter will deliver the Prize to a North Island address if located within Waikato or Bay of Plenty. Delivery is kerbside – so does not allow for install or positioning onto the property. An address further a field allows for shipping to the nearest Mainfreight depot, delivery to the property is at the owners discretion.

### **Invalid entries or forfeited Prizes**

18. If a winning entry is deemed invalid, or if a prize is not accepted or claimed within the required timeframe (NZDT), the relevant winner will forfeit their prize. The Promoter will conduct a further Prize draw ('Second Prize Draw'), on the same terms as the original Prize draw, to distribute any unallocated Prizes, subject to any written directions given by any relevant authority.

19. Any winners determined by the Second Prize Draw will be notified by telephone and/or email within 7 days of the Second Prize Draw.

### **General**

20. The Prize is not transferable, exchangeable or redeemable for cash. The Promoter is not responsible for any delay in delivery, loss or damage to the Prize.

21. In the event that the Prize, or any part of it, becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative prize with equal value and/or specification.

22. The Promoter reserves the right, at any time, to verify the validity of claims and determine the eligibility of entrants (including an entrant's identity) and to disqualify any entry or refuse to award a Prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.

23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

24. All decisions made by the Promoter are final and no correspondence will be entered into.

25. The Promoter may amend, suspend or cancel any aspect of the promotion (including any prize) at any time in its sole discretion. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of war, terrorism, state of emergency, disaster, Covid-19 outbreak, infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.

26. Neither the Promoter nor any other entity associated with this promotion, including WAVE Agency, will be responsible for any late, lost, misdirected or incorrectly submitted entries, including but not limited to entries not received due to technical problems or human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.