

## Johnsonville Shopping Centre Community Promotion – Terms and Conditions

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The promotion is open to New Zealand residents 16 years and over. Employees of the Promoter and any agency involved with this promotion, including any tenants or retailers at Johnsonville Shopping Centre, and the immediate families of such employees, are not eligible to enter. Immediate family includes the spouse, defacto spouse, child, parent, or sibling.
3. The promotion commences at 9:00am on Wednesday 1<sup>st</sup> November 2017 and closes at 5:00pm on Thursday 30<sup>th</sup> November 2017 (“Promotional Period”).
4. To enter the promotion, during the Promotional Period an entrant must:
  - a.) Spend \$30 or more in a single transaction at any participating Johnsonville Shopping Centre retailer; and
  - b.) Complete the entry form available at participating retailers with details including: Full name; Phone; Suburb; Email Address; Purchase Amount; Store where the purchase was made; and
  - c.) Select the local school you would like the \$5,000 prize to go to; and
  - d.) Agree to the Terms and Conditions; and
  - e.) Place the completed entry form in the designated entry box in the Centre by 5:00pm Thursday 30<sup>th</sup> November 2017; and
  - f.) Keep your receipt in case you are the winner.
5. To be eligible, the purchase must be made in one transaction at a qualifying retailer, and the entry submitted, during the promotional period.
6. Each eligible purchase is only valid for one entry. Only one entry may be submitted for each eligible purchase. A purchase will only be deemed eligible if the receipt is kept.
7. This Promotion includes all stores within Johnsonville Shopping Centre excluding Countdown and Banks. Purchases of Johnsonville Gift Cards are eligible. Lay-buy receipts are not eligible until the final receipt for the lay-buy is presented.
8. One provisional prize winner will be randomly drawn from all valid entries at 10am on Monday 4<sup>th</sup> December 2017
9. The provisional winner will be contacted by phone and email within 5 business days and will be announced the winner once the eligibility of the purchase has been confirmed with presentation of the receipt the entry was made on.
10. There is one (1) prize of \$5,000 (NZD) to be awarded to a local school, chosen by the winner from the 15 primary schools listed in clause 11 and as indicated on their entry form. The prize also includes \$1,000 (NZD) in Johnsonville Shopping Centre Vouchers for the personal use of the winner.
11. For the purposes of this Promotion, the “local schools” are defined as those included in the Wellington Northern Suburbs area as listed below:

Churton Park

- a.) Amesbury School
- b.) Churton Park School
- c.) Greenacres School

Tawa

- a.) Hampton Hill School
- b.) Tawa School
- c.) Linden School
- d.) Redwood School
- e.) St Francis Xavier School

Johnsonville

- a.) Johnsonville School
- b.) St Brigid's School
- c.) West Park School

Newlands

- a.) Newlands Primary
- b.) Bellevue School
- c.) Rewa Rewa School

Paparangi

- a.) Paparangi School

12. The prize is not transferable, changeable or redeemable for cash.
13. In the event that the prize is not collected within 25 days of the winner being contacted, the Promoter reserves the right to redraw the prize under the original terms of the prize draw.
14. Once awarded, the Promoter is not liable for any prize that has been lost, stolen, forged, damaged or tampered with in anyway.
15. In the event that the prize becomes unavailable for any reason beyond the Promoter's control, the Promotor may in its sole discretion decide to provide an alternative prize.
16. Neither the Promoter nor any other entity associated with this promotion will be responsible for any late, lost, misdirected, corrupted, incomplete 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.
17. The Promoter reserves the right to allow or disallow entries in its absolute discretion and without giving reasons.
18. The Promoter reserves the right, at any time, to verify the validity of entries and determine the eligibility of entrants (including an entrant's identity and age) 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.

19. By entering this Promotion, entrants agree to the use of their names, photographs and likeness for promotional/advertising purposes without charge, and agree to make themselves reasonably available for this purpose. The ensuing copyright will rest with the Promotor, without any claim to compensation from the entrants.
20. The prize must be collected in person from Johnsonville Shopping Centre at a time arranged. The winnings for the school will be delivered in person by the Promotor.
21. Entrants acknowledge and agree that he or she will comply with all instructions given by employees of the Promotor and other agencies associated with this promotion, and agree not to do anything that may bring the Promotor into disrepute.
22. Entrants agree that as a condition of receiving the prize, he or she may be required to execute a waiver and indemnity in the form provided by the Promotor.
23. If an entrant cannot accept the prize for any reason, that prize will be void and no compensation will be payable.
24. Failure by the Promotor to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. All decisions made by the Promoter, its employees or agents are final and no correspondence will be entered into.
26. The Promotor may amend, suspend or cancel any aspect of the promotion (including any prize/gift) at any time at its sole discretion.
27. Except for any liability that cannot be excluded by law, the Promotor (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promotor's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected; (d) any variation in the prize; € any tax liability incurred by a claimant or entrant; or (f) use of a prize.
28. As a condition of participating in the promotion, the entrants indemnify the Promotor, all organisers, sponsors and all other persons and organisations associated in any way with the promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which an entrant may incur arising out of their participation in the promotion and/or using the gift, howsoever caused.
29. The Promoter collects and holds personal information provided by entrants for the purposes of this promotion, and to advise details of further promotions by mail, email or text. If an entrant. Failure to provide requested personal information may disqualify a person from entering this competition. All personal information provided by entrants will be held by the Promotor at the address specified in clause 29 below. Under the Privacy Act 1993, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promotor by sending an

email to [info@johnsonvilleshoppingcentre.co.nz](mailto:info@johnsonvilleshoppingcentre.co.nz) .

30. The Promotor is Johnsonville Shopping Centre, 34 Johnsonville Road, Johnsonville, Wellington, New Zealand.