

Terms and conditions McCain Pickers Giveaway Promotion

Promotional period and eligibility

1. The promoter of this promotion is Wholesale Distributors Limited (trading as FreshChoice supermarkets), 80 Favona Road, Mangere, Auckland 2024 ("**Promoter**"). The prize provider of this promotion is McCain Foods (NZ) Limited ("**McCain**"), 155 Fanshawe Street, Auckland 1010
2. This Promotion runs from 22 June~~_26~~ until 19 July~~_26~~ ("**Promotional Period**").
3. This promotion is open to New Zealand residents aged 18 years or older who shop in-store (only) at FreshChoice (excluding SuperValue stores).

Prize

4. There is:
 - (i) Six (6) prizes to be won, consisting of 6 x Ninja Airfryer with an RRP of \$350 each during the Promotional Period (the "**Prize**").

In the event that any product making up the Prize cannot be obtained, despite the Promoter's reasonable endeavours to procure it, the Promoter reserves the right to substitute a different product of equal or greater value.

5. The Prize will only be delivered by post in New Zealand. McCain, as prize provider, will contact each winner and arrange delivery of their Prize. Each winner should allow up to 14 days from the date of being contacted by McCain for delivery of their Prize.

Method of entry

6. During the Promotional Period, customers are able to enter the promotion by purchasing (1) or more products from the "Pickers by McCain Range" ("**Participating Products**") in one transaction in Store. To enter, customers must provide the requested details directly on their original register receipt and place it into the designated entry box.
7. Entry is limited to one entry per transaction. Multiple entries are permitted during the Promotion period. The entry date is the transaction date, which must be during the Promotional Period.
8. The Prizes are not transferable, redeemable and may not be exchanged for cash.
9. The Promoter reserves the right, in its discretion, to remove products from or to introduce further products to the list of Participating Products during the Promotional Period.

Winners

10. **Prize draw** - Six (6) prize winners will be determined as follows: during the Promotional Period, each participating store will conduct a random draw from all valid entries received at that store and submit one (1) winner to the Promoter's Head Office. Following the close of the Promotional Period, the Promoter will then randomly select one (1) winner per region from the winners submitted by stores. The draw will be conducted on 20 July 26.
11. The Promoter will contact the winner. The winner will be notified via the contact details provided. It is up to customers to ensure that their relevant details are correct. Details can be updated by emailing the FreshChoice Customer Care team at customerinfo@freshchoice.co.nz. Winner details will be communicated by the Promoter to McCain, as prize provider, for the purposes of distributing prizes.
12. In the event the winner cannot be contacted (that is, cannot be reached by telephone and/or does not respond to email) within 48 hours, the Promoter will send the winner a letter giving a further 7 days from the date of the letter to get in touch with the Promoter. If there is no response to the letter, a winner will be redrawn on the same terms as the original draw. This process will continue until a winner is able to be contacted.

Exclusions and liability

13. The Promoter will not be responsible for any late, lost or misdirected entries.
14. The Promoter, McCain (as prize provider), and their respective related companies, employees and agencies shall not be liable for any loss, damage or personal injury suffered by any person arising directly or indirectly out of or in connection with entering this promotion or claiming/winning any prize, or availing themselves of any prize, except as required by law.
15. The Promoter is not responsible for the transmission or receipt of any incorrect information associated with entries.

Use of personal information

16. All entries remain the property of the Promoter. All personal information will be collected and stored by the Promoter in accordance with the Privacy Act 2020 and the Promoter's privacy policy which can be viewed at <https://www.freshchoice.co.nz/privacy-policy/>.
17. The Promoter may use entrants' personal information from entries to conduct the promotion. -The Promoter may use winners' personal information for in-store publicity purposes only (for example, a photograph of the winner with their Prize displayed in-store). No online or social media publicity involving winners' personal information is permitted. No McCain branding or imagery shall be used in any promotional or publicity material.
18. By entering this promotion, entrants consent to the use of their information as described above.

General terms and conditions

19. The promotion is conducted by the Promoter in accordance with these terms and conditions. To the extent that any matter relating to the promotion is not covered by these

terms and conditions, the Promoter reserves the right in its sole discretion to conduct the promotion as it sees fit, subject to any legal requirements or vary the terms and conditions as it deems reasonably necessary.

20. By entering into this promotion, the entrant agrees to be bound by these terms and conditions. The Promoter reserves the right to deem any entry void should an entrant fail to comply with any of these terms and conditions.
21. The Promoter reserves the right to verify the validity of entries and to disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant, or an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions. The Promoter's decision is final.
22. The Promoter reserves the right to extend, suspend, modify, amend, vary, terminate or withdraw the promotion at any time in its sole discretion.
23. All decisions of the Promoter are final and no discussions or correspondence will be entered into.
24. Failure by the Promoter to enforce any of their rights under these terms and conditions at any stage does not constitute a waiver of those rights.
25. These terms and conditions are governed by the laws of New Zealand.