

# FreshChoice

## V Energy Resolution Repairs Promotion

---

### Terms & Conditions

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. The promotion is open to New Zealand residents aged 18 years and over. Employees of the Promoters and any agency involved with this promotion, and the immediate families of such employees, are not eligible to enter.
3. The Promoters are Wholesale Distributors Limited (WDL) trading as FreshChoice Supermarkets and Frucor Suntory NZ Ltd ("**Promoters**").
4. The promotion commences on 20/01/2020 and ends at close of trade on 16/02/2020 ("**Promotion Period**").
5. To enter the promotion, simply purchase any 2 V Energy products in a single transaction during the Promotion Period, fill in all the necessary details on the till receipt and place your entry into the in-store entry box at Customer Services.
6. Entrants may enter the promotion multiple times, provided that each entry is made through a separate purchase and is contained on a separate till receipt.
7. The winner will be determined by a random prize draw, which will take place on the week commencing 24/02/2019.
8. The winners will be the first two valid entries randomly drawn from all eligible entries received. In the event that an ineligible entry is drawn or the Promoters are unable to contact a winner within five days of the prize draw, having made reasonable attempts to do so, the Promoters may deem that winner's entry invalid and select a new winner on the same terms as the original prize draw.
9. There are two prizes of an Apple iPad 32GB Space Grey with an RRP \$590 NZD to be won between all 31 FreshChoice Stores (one for each winning entrant). The total prize pool is valued at \$1,180 NZD.
10. Neither the Promoters nor any other entity associated with this promotion 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.
11. For an entry to be valid and eligible to win, entry details must be legible, complete and up to date.
12. Winners are responsible for the collection of the prize from the relevant participating store where their purchase and promotion entry was made. The Promoters are not responsible for delivering prizes to winners or any costs associated with accepting or collecting a prize.
13. If any prize winner(s) are unable to collect their prize at the store where their purchase and entry was made, and no arrangement has been made between the Promoters and the winner, then the prize will be forfeited, and another winner drawn on the same term and conditions as the original draw.

14. The prize is not transferable, exchangeable, negotiable or redeemable for cash.
15. In the event that the prize becomes unavailable for reasons beyond the Promoters' control, the Promoters may substitute a prize of their choice.
16. The Promoters reserve the right to disallow entries in their absolute discretion and without giving reasons.
17. The Promoters reserve 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.
18. By entering this Promotion, entrants agree to the use of their names, photographs and likeness for promotional/advertising purposes, and agree to make themselves reasonably available for this purpose. The ensuing copyright will rest with the Promoters, without any claim to compensation from the entrants.
19. All promotion entries become the property and copyright of the Promoters. By entering this promotion, entrants assign copyright in their entry to the Promoters.
20. Failure by the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights.
21. All decisions made by the Promoters, their employees or agents are final and no correspondence will be entered into.
22. If the promotion is not able to operate as anticipated for any reason, the Promoters may amend, suspend or cancel any aspect of the promotion (including any prize) at any time in its sole discretion.
23. Except for any liability that cannot be excluded by law, the Promoters (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), exclude 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 Promoters' 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; (e) any tax liability incurred by a claimant or entrant; or (f) use of a prize.
24. As a condition of participating in the prize, the winners indemnify the Promoters, all organisers, sponsors and all other persons and organisations associated in any way with this promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which the winner or other prize participant may incur arising out of their participation in the promotion and/or participating in the prize, howsoever caused.
25. The Promoters collect and hold personal information provided by entrants for the purposes of this promotion and for future promotional purposes. Failure to provide requested personal information may disqualify a person from being able to receive a prize. All personal information provided by entrants will be held by the Promoters. By entering this promotion winners consent to the Promoters disclosing their personal information to suppliers of the prize to enable fulfilment of their prize. Under the Privacy Act 1993, entrants have the right to access and request correction of any such personal information, and may do so by sending an email to [raydarpromotion@gmail.com](mailto:raydarpromotion@gmail.com).