

Terms and conditions of the (FreshChoice Lake Dunstan Trail Marathon Ticket Giveaway) Promotion

Promotional period and eligibility

1. The prize provider for this promotion is Wholesale Distributors Limited (t/a FreshChoice supermarkets), 29 Byron Street, Sydenham, Christchurch 8023 ("Promoter").
2. This Promotion runs from 03/08/2026 until 13/08/2026 ("Promotional Period").
3. This promotion is open to New Zealand residents aged 18 years or older who own or create a Facebook account.
4. Employees of the Promoter are not eligible to participate in this promotion.

Prizes and entering the competition

5. There are three prizes to be won, three individual entries to the FreshChoice Lake Dunstan Trail Marathon in Clyde on Sunday 30th August 2026 (the "Prize").
6. To enter the competition, customers must post a comment on the relevant FreshChoice Facebook post during the Promotional Period. Their comment must include their marathon essentials.
7. The Prizes are not transferable, redeemable and may not be exchanged for cash, and cannot be used in conjunction with any other discounts or offers. Travel, transport and accommodation are not included in the Prizes.
8. Entry is limited to one entry per Facebook account.
9. The prize will be confirmed by completing the event's registration form at <https://www.webscorer.com/register?raceid=412823>

Winners

10. Three (3) prize winners will be determined on 14/08/2026 at 10am from all valid entrants.
11. The winners will be selected by a FreshChoice judging panel.
12. The Promoter will contact the winner via Facebook Messenger. If telephone and/or email details are publicly listed on the winner's Facebook account, telephone and/or email contact using these details will also be attempted. It is up to the entrants to ensure that their relevant details on their Facebook account are correct.

13. In the event the winner cannot be contacted within 24 hours, another winner will be determined on the same terms as above. This process will continue until a winner is able to be contacted.

Exclusions and liability

14. The Promoter will not be responsible for any late, lost or misdirected entries, including but not limited to, entries not received due to technical problems.
15. The Promoter and its 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.
16. Neither the Prize Provider nor the Promoter is responsible for the transmission or receipt of any incorrect information associated with entries, either caused by user error or any equipment or programming malfunction associated with the promotion.

Use of personal information

17. The Promoter will only use the entrants' personal information to conduct the promotion and award the prizes.
18. 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/>.
19. The Promoter may use entrants' personal information from entries to conduct the promotion. The Promoter may use winners' personal information for such publicity purposes as reasonably determined by the Promoter.
20. By entering this promotion, entrants consent to the use of their information as described above.

General terms and conditions

21. 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.
22. 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.

23. 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.
24. The Promoter reserves the right to extend, suspend, modify, amend, vary, terminate or withdraw the promotion at any time in its sole discretion.
25. All decisions of the Promoter are final and no discussions or correspondence will be entered into.
26. 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.
27. These terms and conditions are governed by the laws of New Zealand.