

TERMS & CONDITIONS

Heart of the City – Spend and Win the Ultimate Staycation and Shopping Spree Package (the “Prize Draw”)

- 1 Information about how to participate in the Prize Draw also forms part of these terms and conditions. Entry into the Prize Draw is deemed acceptance of these terms and conditions.
- 2 The Promoter is Heart of the City Incorporated, PO Box 105 331, Auckland, New Zealand. For further information email: info@heartofthecity.co.nz.
- 3 The Hotel Britomart, Britomart Group, Commercial Bay and Smith & Caughey's (together the "Sponsors") are involved in supporting and promoting the Competition Prize Draw.
- 4 Participation in the Prize Draw is only open to New Zealand residents; and any participants under the age of 18 years must obtain the consent of a parent or guardian before uploading an entry form. By taking part in the competition, minors confirm that they have obtained the consent of their parent or guardian. Employees of the Promoter and any Sponsor, and the immediate families of such employees, are not eligible to enter. The Promoter reserves the right to exclude any person from participating in the Prize Draw on reasonable grounds.
- 5 The Prize Draw runs from 9.00am on Monday 7 February August 2021 until 11.59pm on Sunday 13 February 2022 ("Prize Draw Period"). Entries received outside of the Prize Draw Period will not be entered into the draw.
- 6 To enter the Prize Draw, during the Prize Draw Period an eligible entrant must:
 - a. Make a purchase at any participating 'Heart of the City fashion or health and beauty retailer' either in store or online, to the value of \$30 or more; and
 - b. complete the web entry form and provide all required details, including the store name, purchase date and purchase amount and the entrant's full name, contact address and phone number.
- 7 A 'Heart of the City fashion or health and beauty retailer' is limited to any retailers within the boundaries on the Heart of the City map where the primary goods sold by that retailer are clothing, footwear, accessories, eyewear, jewellery, cosmetics and/or hair products.
- 8 There is no limit to the number of times you can enter the Prize Draw, but there is only one entry per purchase or transaction. Each entry must have a unique, identifiable proof of purchase receipt associated with it, presentable on winning - or else it will be deemed a fraudulent entry and the entry will be invalidated. Cancelled, returned or refunded purchases will be ineligible for entry into the Prize Draw.
- 9 The winner of the Prize Draw will receive a two-night stay at The Hotel Britomart, a Britomart Black Card to the value of \$750, Commercial Bay vouchers to the value of \$750 and a Smith & Caughey's voucher to the value of \$500 ("the Prize:"). The Prize winner is responsible for arranging and paying all costs associated with the Prize that are not explicitly stated in the description of the Prize (e.g. flights, transport, insurance and other incidentals).
- 10 Some or all of the components of the Prize may be subject to availability and any government restrictions that may impact the ability to travel to Auckland (e.g. alert level restrictions due to Covid-19). The Promoter will work in good faith with winner of the Prize to determine alternative dates to travel (if possible) in the event of any government restrictions imposed that limit the ability to travel.
- 11 Sponsors may have additional terms and conditions that apply to the Prize, including restrictions on the dates of travel and/or black out periods (e.g. during school holidays) or expiry dates for vouchers (e.g. valid for 12 months only). The winner agrees to comply with all such additional terms and conditions.

- 12 The Prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes. The Promotor accepts no responsibility for any variation in the Prize value.
- 13 The Promotor reserves the right to replace the Prize (or any of its components) with an alternative prize of equal or higher value if circumstances beyond the Promotor's control makes it necessary to do so.
- 14 The winner will be drawn by random prize draw the week commencing February 14 2022 and contacted via the email and/or phone call on the details included within the entry. The winner must respond within 48 hours to maintain eligibility. In the event that an ineligible entry is drawn, or the Promotor, having used reasonable efforts, cannot contact the winner within 48 hours of the draw, the Promotor may deem that winner's entry is invalid and select a new winner/s.
- 15 To the extent permitted by law, the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Prize Draw and/or the vary these terms and conditions at any time for whatever reason. The decision of the Promotor regarding any aspect of the Prize Draw is final and no correspondence will be entered into.
- 16 The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, servers or providers, or any combination thereof. Nor is it responsible for any incorrect or inaccurate information caused by any of the equipment or programming associated with or utilised in the Prize Draw, or by any technical error that may occur in the course of the administration of the Prize Draw. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission communications line failure, theft or destruction or unauthorised access to alter or alteration of entries.
- 17 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify statutory rights as provided under the Consumer Guarantees Act. Except for any liability which cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any loss or damage or personal injury whatsoever (including but not limited to direct, indirect or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with the Prize Draw or the Prize.
- 18 Entrants acknowledge and agree that:
 - a. if they win, their name will be used by the Promoter, without compensation, for publicity purposes (e.g. to announce the winner on social media pages and the newsletter); and
 - b. the Promoter has not made any representations as to the quality or fitness for purpose of the Prize.
- 19 You understand that you are providing your information to the Promotor. The information you provide will be held and used for the purpose of the Prize Draw including verifying the validity of entries, contacting winners, checking winners' identities and facilitating the provision of the Prize which may include disclosing your information to Sponsors. Please refer to the Promotor's [Privacy Policy](#) regarding access to, and correction and storage of, personal information, and [Terms and Conditions](#).
- 20 All information collected by the Promoter in the course of the Prize Draw becomes the property of the Promotor. Participants can tick to opt in to receive our email communications, but it is not compulsory and anyone who chooses to opt out, their personal information will not be kept by the Promotor.
- 21 The Competition Prize Draw is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. By entering the Prize Draw, each entrant releases Facebook Inc. from any liability in respect of the Prize Draw. Facebook Inc. will not be liable for any loss, damage or personal injury which is suffered or sustained by an entrant as a result of participating in the Prize Draw (including taking/using the Prize), except for any liability which cannot be excluded by law.
- 22 The Sponsors are not involved in or responsible for the organisation or conduct of this Prize Draw. All enquiries should be directed to the Promotor, at the email address set out in paragraph 2 above.