## **TERMS & CONDITIONS**

## Heart of the City – The Great City Centre Easter Hunt (the "Promotion")

- 1 Information about how to participate in the Promotion " also forms part 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 Participation in the Promotion 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 Promotor and any Sponsor, and the immediate families of such employees, are not eligible to enter. The Promotor reserves the right to exclude any person from participating in a Prize Draw and/or the Promotion on reasonable grounds.
- 4 The Promotion runs from 10am on Friday 8 April to 5pm on Thursday 14 April. The promotion consists of 7 daily treasure hunts, each with 10 prizes, with each running from 10am until store closing time.
- 5 A new riddle will be posted at 10am each morning on Heart of the City's Facebook & Instagram pages, providing a clue to the retailer where the prizes are located for that day.
- 6 Participants are able to claim their prize by turning up at the retail store indicated within the riddle. The first 10 people to arrive at the store and name the promotion will receive one of the daily prizes. All prizes must be claimed within the stores opening hours on the allocated day.
- 7 Only one prize is allowed per person or group, per day. Participants are entitled to take part and claim prizes in all 7 daily treasure hunts during the Promotion.
- 8 The 10 winners of each daily treasure hunt will receive the promoted on a first in first servedbasis.
- 9 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.
- 10 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.
- 11 To the extent permitted by law, the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Promotion and/or the vary these terms and conditions at any time for whatever reason. The decision of the Promotor regarding any aspect of the Promotion is final and no correspondence will be entered into.
- 12 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 Promotion, or by any technical error that may occur in the course of the administration of the Promotion. 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.
- 13 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 Promotion or the Prize.

- 14 Entrants acknowledge and agree that:
  - a. if they win, their name may 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.
- 15 Any information you provide will be held and used for the purpose of the Promotion 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 <u>Privacy Policy</u> regarding access to, and correction and storge of, personal information, and <u>Terms and Conditions</u>.
- 16 All information collected by the Promoter in the course of the Promotion becomes the property of the Promotor.
- 17 The Promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. By participating in the Promotion, each participant 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 Promotion (including taking/using the Prize), except for any liability which cannot be excluded by law.
- 18 The Sponsors are not involved in or responsible for the organisation or conduct of this Promotion All enquiries should be directed to the Promotor, at the email address set out in paragraph 2 above.