

Win the Ultimate Reno or Trip for two to Sydney! – Terms and Conditions of Entry

- 1. Information on how to enter and prizes form part of these conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
- 2. The promotion is open to New Zealand residents. Employees of the Promoter and any agency involved with this promotion, and the immediate families of such employees, are not eligible to enter.
- 3. Each entrant may only enter the competition once.
- 4. This promotion commences at 12.01am, 15 October, 2018 and ends at 11.59pm, 7 December, 2018 ("Promotion Period").
- 5. The prize draw will take place at the offices of the promoter, Bauer Media Group, Shed 12, 77 Cook Street, Auckland City on 13 December, 2018 at 10:00am. The promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
- 6. The winner will be the first two valid entries randomly drawn from all eligible entries submitted. In the event that an ineligible entry is drawn or the Promoter is unable to contact a winner within one week of the Prize draw, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid and select a new winner on the same terms as the original Prize draw.
- 7. The provisional winner of the Prize Draw will be notified by phone and/or email on 13 December 2018. The provisional winners will only be deemed winners once they have claimed their prize and been verified by the Promoter. The Prize winner must claim their prize by no later than 21 December 2018.
- 8. The first prize package is a Home Reno Hamper. Delivery is included; once received by winner the products are the winner's responsibility. Winner must check products for any damage when first received. Prize includes: Harvey Norman Furniture and Bedding voucher to the value of \$5,000, Westinghouse Cooking package including WVEP616S Westinghouse 60cm Oven and WHI644BA Westinghouse 60cm Induction Cooktop, \$10,000 Kitchen Mania Voucher, \$5,000 Mike Whitaker voucher towards legal, moving and property purchase related costs, \$5,000 worth of Resene paint and accessories. Prize excludes: installation and any other costs associated with renovation work.
- 9. The second prize package is a Trip for 2 to Sydney flying Qantas. Prize includes: return economy flights to Sydney from Auckland, Wellington or Christchurch, three nights at Breakfree on George in a 1 Bedroom Suite, a Captain Cook Hop on Hop Off pass to explore Sydney by water and a \$200 dining voucher to enjoy Hugo's at Manly. Prize travel and accommodation is subject to availability at the time of booking. Close outs during high season and school holidays apply. Airfares and bookings must be made at least 15 business days before intended travel and prize must be taken by 30 June 2019. The winners and their companions must travel together on all prize travel. Unless otherwise stated, the prize does not include travel insurance, passports, visas, meals (other than mentioned above), ground transportation, flights other than what is stated, accommodation other than what is stated or any other costs of a personal nature. Compliance with any health or other government requirements is the responsibility of the prize-winner and companion. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination.
- 10. No prize is transferable, changeable or redeemable for cash.
- 11. In the event that a prize or any part of a prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative prize.

- 12. In the event of the prize winner being, for any reason, unable or unwilling to redeem the prize, the judges will select another prize winner.
- 13. The Promoter shall not be liable for any loss, damage or injury (including, without limitation, consequential loss) suffered or sustained by any person (even if caused by negligence) as a result of participating in the promotion or accepting and/or using a prize, except for any liability which cannot be excluded by law.
- 14. The Promoter reserves the right to request verification of the age, identity or residential address of the prize winner and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final.
- 15. The Promoter reserves the right to disqualify any individual who breaches any of these terms and conditions, acted in a fraudulent, dishonest or disruptive manner, or otherwise than in accordance with the spirit and intent of this promotion or is involved in any way in interfering or tampering with the conduct of this promotion.
- 16. Neither the Promoter nor any other entity associated with this competition will be responsible for any late, lost, misdirected, corrupted, incomplete or incorrectly submitted entries, including but not limited to entries not received due to technical problems or human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.
- 17. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
- 18. The Promoter reserves the right, at any time, to verify the validity of entries 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.
- 19. 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 Promoter, without any claim to compensation from the entrants.
- 20. All competition entries become the property and copyright of the Promoter. By entering this promotion, entrants assign copyright in their entry to the promoter.
- 21. The winner acknowledges and agrees that he or she will comply with all instructions given by employees of the Promoter and other agencies associated with this promotion, and agree not to do anything that may bring the Promoter into disrepute.
- 22. The winner agrees that as a condition of their participation in the prize, he or she may be required to execute a waiver and indemnity in the form provided by the Promoter.
- 23. If a winner cannot accept the prize for any reason that prize will be void and no compensation will be payable.
- 24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 25. All decisions made by the Promoter its employees or agents are final and no correspondence will be entered into.
- 26. The Promoter may amend, suspend or cancel any aspect of the competition (including any prize) at any time in its sole discretion.

- 27. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), excludes 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 Promoter's 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.
- 28. As a condition of participating in a promotion, the winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with that promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which the winners may incur arising out of their participation in the promotion and/or participating in a prize, howsoever caused.
- 29. The Promoter collects and holds 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 Promoter. Under the Privacy Act 1993, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email to [*fritchie@bauermedia.co.nz*]
- 30. The Promoter is **Your Home and Garden Magazine**, Bauer Media Group (NZ) LP, Shed 12, 90 Wellesley Street West, Auckland 1010.