

SUNBEAM MOTHERS DAY ROOM SERVICE KITS PROMOTION (NEW ZEALAND)

FULL TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these conditions. By submitting a comment and otherwise participating in this competition, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.
 2. Entry is open to residents of New Zealand aged 18 years of age and over with a valid Facebook or Instagram account. Employees and their immediate families of the Promoter, Participating Retailers and its agencies associated with this promotion are ineligible to enter. Immediate family includes any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
 3. Entries must be received by the promoter between 09:00 NZST on 10th May 2019 and 17:00 NZST on 15th May 2019 ("Entry Period)". Entries received after 17:01 NZST on 15th May 2019 will not be accepted.
 4. To enter, individuals must complete the following steps during the Entry Period:
 - a. Access your own personal Facebook account, go to facebook.com/SunbeamNewZealand and post a comment and image showing your use of the *Sunbeam Mother's Day Room Service Kit
 - b. Access your own personal Instagram account, go to Instagram.com/SunbeamNewZealand and post a comment and image showing your use of the Sunbeam Mother's Day Room Service Kit
- *Sunbeam Mother's Day Room Service Kits are available from participating in store retailers with purchase, and can also be downloaded from sunbeam.co.nz
5. Only one entry for Facebook and one entry for Instagram per person during entry period.
 6. This competition is a game of skill. Chance plays no part in determining the winners. All entries will be judged individually on their merits based on the originality and creativity of the entry. Each entrant will only be allowed to win once.
- The best 5 entries received during the Entry Period across both Facebook and Instagram as determined by the judges will receive a Sunbeam Barista Max Coffee Machine. The judges' decision is final and binding – no correspondence will be entered into. Each entrant will only be eligible to win one prize across Facebook or Instagram.
7. Judging will take place at 14:00 NZST on Thursday 16th May 2019 at the office of Sunbeam New Zealand – Level 6, Building 5, Central Park Business Complex, 660 Great South Road, Greenlane, Auckland.
 8. Each winner will receive a Barista Max Coffee Machine (model no. EM5300) RRP \$899
 9. Total prize pool amount is RRP \$4,495.

10. Prize, or any unused portion of a prize, is not transferable or exchange and not redeemable for cash, unless otherwise specified. The Promoter's decision in relation to all aspects of this promotion is final and binding - no correspondence will be entered into.

11. In the event that the prize becomes unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the prize with a prize of equal or greater value, subject to any written directions from the various lottery authorities.

12. If the winner of a prize is under 18 years of age, the prize will be awarded to winner's parent or legal guardian, on the winner's behalf.

13. The winners will be notified by Facebook or Instagram (depending on where entry was posted) via a comment in reply to the winner's entry comment by Friday 17th May at 14:00 NZST. The winner must respond to the Promoter within 5 days in order to verify their identity and provide their name, age, postal address and a contact phone number in order to receive the prize.

The names of the prize winners will be published as a comment on the Facebook and Instagram competition posts by 17th May 2019.

14. If the winner does not respond to the Promoter's direct private message in accordance with clause 13, the winner will forfeit the prize and the prize will be awarded to the next best entry (as determined by the judges). The Promoter will not be liable for a winner who does not respond to the Promoter's comment and therefore forfeits their prize and no correspondence will be entered into.

15. Prizes will be delivered to winners within 30 days of the close of the Entry Period.

16. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

17. Entrants acknowledge that use of Facebook and Instagram is submit to the terms and conditions of these sites. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of either Facebook or Instagram, including the decision of Facebook or Instagram to remove or not remove any photographs, except for liability which cannot be excluded by law.

In particular, the thoughts and views expressed on Facebook and Instagram, including on [facebook.com/SunbeamNewZealand](https://www.facebook.com/SunbeamNewZealand) and [Instagram.com/SunbeamNewZealand](https://www.instagram.com/SunbeamNewZealand) are only the thoughts and views of the individual that posted them. They are not representative of the opinions of the Promoter, nor does the Promoter confirm, guarantee or warrant the accuracy, completeness or usefulness of any post. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. It is a condition of entry that each entrant grants a complete release to Facebook from any claims that they now have or may have in the future which relate to or are incidental this promotion.

18. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

19. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems,

including security breaches. If such problems arise, then the Promoter may (where necessary with the approval of the relevant lottery authority) modify the promotion.

20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

22. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.sunbeam.co.nz/en/Content/Privacy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).

Details from entries are being collected by the Promoter and not by Facebook and Instagram.

23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act or similar consumer protection laws in New Zealand. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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

24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in a prize.

25. The Promoter is Sunbeam NZ Corporation Ltd of Level 6, Building 5, Central Park Business Complex, 660 Great South Road, Greenlane, Auckland.