

Terms & Conditions

ARDEX NEW ZEALAND LTD



1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to New Zealand residents. Employees (and their immediate families) of the Promoter, participating stores and agencies associated with this promotion are ineligible to enter.

3. To enter individuals must fully complete the registration form provided including their full name, contact number and email address during the Promotional Period. The individual will receive an Ultimate Ears Boom 3 Speaker.

4. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and

Conditions or who tampers with the entry process. 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.

5. Incomplete, indecipherable, or illegible entries will be deemed invalid.

6. A winner will be drawn by the ARDEX Marketing Team on 16 February 2024 at 12pm (noon) at ARDEX New Zealand Ltd, 15 Alfred Street, Onehunga, Auckland 1061.

7. The winner will be notified by an ARDEX Representative. ARDEX New Zealand Ltd reserves the right to disqualify that entry and select an alternative winner. The winner will be contacted by phone within two (2) business days of the draw.

8. The competition winners will receive their prize within 28 days of confirmation of their win.

9. The main prize is one Ultimate Ears Boom 3 Speaker.

10. A draw for any unclaimed prize will be held 1 day after the original draw date of the promotion at the same location as the original draw.

11. If any prize (or part of any prize) is unavailable the Promoter in their discretion reserves the right to substitute any prize (or that part of the prize) with a prize of equal value and specification subject to any written direction from a regulatory authority.

12. Any costs in excess of the value of the Prizes (if applicable), including GST, and all ancillary costs associated with redeeming the prizes are the responsibility of the winner.

13. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

14. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant and (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion.

15. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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; and (f) use of a prize.

16. All entries become the property of the Promoter. By entering the promotion, each entrant consents that the Promoter may use and disclose the personal information supplied by them to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to New Zealand regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. Any personal information obtained by the Promoter will be to ensuring the proper management and use of all personal information it collects and handles in accordance with applicable New Zealand privacy laws, including the Privacy Act 1993 up to 30 November 2020 and the Privacy Act 2020 from 1 December 2020 (in each case, the Act).

17. The Promoter is ARDEX New Zealand Ltd, 15 Alfred Street, Onehunga, Auckland 1061 Telephone: 0800 227 339 Fax: 03 384 9779. To view our privacy statement please

visit <https://www.ardex.co.nz/privacy-policy/>