

NZ's Highest Spa Terms and Conditions – New Zealand

By entering into this Promotion, you (**Entrant**) acknowledge and accept the following terms and conditions, as well as the Promoter's general conditions of entry, as amended from time to time.

1. Promotion	<u>NZ's Highest Spa Competition</u>
2. Promoter	Alpine Spas, 51 Princess Street, Riccarton, Christchurch, New Zealand, 8041
3. Promotional Period	Open Date: U July 202 12:01am Close Date: o ber 202 11:59pm
4. Entry Restrictions	a. Entrants must be either of the following: i. at least 18 years of age; ii. residents of New Zealand. b. Entrants must not be the employees (or their immediate family members) of The Promoter
5. Entry Procedure	To be entered into the Promotion, Entrants must Upload an image to Instagram ' 7 , tag @alpinespasnz and use the #NZHIGHESTSPA (Entry)
6. Selection process	Winners will be determined by the Promoter in its absolute discretion by choosing at random (Winners) submitted for the prize.
7. Maximum Entries per person	Entrants can enter as many times as they like.
8. Prize Selection Time	Prize Selection Dates: - Monday July 202 - Monday 202 - Monday 1 August 202 - Monday 2 O 202 - Monday 1 September 202 - U o
9. Prize Provider	Alpine Spas
10. Prize(s)	Number of Prizes: in total. Prize description: o h U = x Day Pass to Mt Hutt 2 x U o h Total Prize Pool: Estimated at \$22,790
11. Prize Restrictions	a. The Prize cannot be transferred or exchanged for cash.
12. Notification of Winners	a. The Winners will receive notification on the date of prize selection as stimulated in section 8 by the Instagram account provided, using the contact information provided at the time of entry. b. Once the winners have been notified, the Winner's first name and winning entry details may be published publicly on below: • Facebook • Instagram • www.alpinespas.co.nz

13. Additional Terms

- a. By entering the Promotion, the Entrant accepts and agrees:
 - i. to these terms and conditions;
 - ii. to the Promoter's [Privacy Policy](#) available on the Promoter's website, and each of which may be amended from time to time by the Promoter (subject to the conditions of any permit).
- b. Participants consent to their personal information (as that term is defined in the Privacy Act 2020) being used for direct marketing by the Promoter and Prize Provider, distribution by the Promoter and uses approved in the Promoter's Privacy Policy.
- c. Throughout the Promotional Period the Promoter may contact Entrants to interact with the Promoter, online and via social media in relation to the Promotion.
- d. Entrants may be required by the Promoter and Prize Provider to participate in photo, recording, video and/or film session(s) and acknowledge that they assign, by way of present assignment of future copyright, the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.
- e. Entrants acknowledge by entering the competition the Promoter owns the rights to their photos.
- f. Entrants warrant that all information provided in their Entry is correct for the purpose of the Promotion and, in the event that the Entry contains any information about or in relation to a third party, the Entrant has obtained consent from that third party to provide their information to the Promoter.
- g. Entrants warrant that the content of the Entry is their own intellectual property and does not infringe copyright, trademark or other legal rights of any person and by entering this Promotion Entrants hereby assign, transfer and convey all current and future intellectual property rights, title and interest in their Entry, excluding the Entrants' personal details, to the Promoter and agree to do all things reasonably necessary to give effect to such ownership and assignment (including but not limited to the signing of documents). Entrants will not be compensated for this assignment.
- h. Entrants acknowledge that the Edmonton Spa Pool is the exact pool that is on Mt Hutt, and as such will have been used during the ski season, so will not be in perfect condition.
- i. Entrants acknowledge that if they win the Edmonton Spa Pool, they are responsible for delivery costs from The Promoters Christchurch warehouse.
- j. Entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win the Promotion.
- k. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.
- l. The Promoter is not responsible for any problems, congestion or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems, telecommunications congestion or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing Entrants from successfully participating in the Promotion.
- m. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- n. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
- o. Prize(s) will be awarded as specified in the Prize details. If a Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of The Promoters choosing. The Prize is subject to any Prize Restrictions specified above. All Prize values stated are the recommended retail value as provided by the supplier, are in New Zealand dollars and are correct at the time of preparation of these terms and conditions.
- p. All Prizes and parts of the Prize are subject to availability, non-transferable and non-exchangeable, must be used on or by any dates specified in these terms and conditions and as stipulated and are not redeemable for cash unless cash is specified.
- q. Unless otherwise stipulated in this agreement, if the Winner is unable to use the Prize by the expiry date, the Winner will forfeit the Prize.
- r. If a Winner fails to collect their Prize within 4 weeks (or as otherwise specified in these terms), the Winner forfeits any rights to the Prize and the Promoter may, in its absolute discretion, conduct a re-draw for the Prize or withdraw the Prize.
- s. The Promoter and Prize Provider will not be responsible or liable if, for any reason beyond their reasonable control, any element of any Prize is not provided. The Promoter will not be liable for any damage to or delay in transit of Prizes, or for any compensation in relation to those Prizes.
- t. A winner has rights under the Consumer Guarantees Act 1993 and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with reasonable skill and care and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than as provided by the Consumer Guarantees Act 1993, regarding the quality and suitability of the Prize awarded under these conditions of entry and will not be responsible for breach of any such implied terms.
- u. The Promoter and its agencies and representatives associated with this Promotion, including any Prize Provider, will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount

	<p>allowable by law).</p> <ul style="list-style-type: none">v. The Promoter and Prize Provider accept no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the Prize value.w. If a prize involves travel, any responsibility for travel requirements, such as passports, vaccinations, travel insurance and any incidentals relating to travel are the responsibility of the Winner.
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