

## TERMS & CONDITIONS

### SEPTEMBER-OCTOBER WIN A BEERFEST VIP EXPERIENCE PROMO

#### GENERAL

1. The Win a Beerfest VIP Experience Promo (“the Promotion”) is being conducted by GPC Asia Pacific Ltd, of 510 Mt Wellington Highway, Mt Wellington, Auckland 1060 (“the Promoter”).
2. The Promotion is governed by these terms and conditions.
3. By participating in the Promotion, you confirm your acceptance of these terms and conditions.

#### ELIGIBILITY

4. To be eligible to enter this promotion you must:
  - 4.1. Purchase any KNIPEX product during the promotion period and provide proof of purchase in the form of an invoice number.
5. The Promoter and its employees (including immediate families) are ineligible to enter.
6. Each Entrant acknowledges that the Promoter can rely on these terms and conditions even if the Promoter only learns of an entrant’s ineligibility to enter after the Promoter has awarded a Prize to the ineligible entrant. Return of a Prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.

#### PROMOTIONAL PERIOD

7. This promotion commences at 8:00am on Sunday 1<sup>st</sup> October and closes at 8.00pm on Tuesday 31<sup>st</sup> October 2023, (“Promotional Period”).

#### HOW TO ENTER

8. Entrants must purchase any KNIPEX product during the Promotional Period to receive one (1) entry into the draw.

#### PRIZE

9. The Prize is a VIP Experience at the Great Kiwi Beer Festival in Christchurch for 2 people, consisting of: VIP Experience tickets, return economy airfares to Christchurch for 2 people, transfers in Christchurch, a welcome dinner on Friday 26 January and 2 nights’ accommodation at the Rydges Latimer on Friday 26 and Saturday 27 January 2023.
10. The Promoter reserves the right to change the prize details above at its discretion.
11. Should the prize be unavailable, GPC Asia Pacific reserve the right to substitute with another prize of equal or higher value.
12. Prizes are not transferable or exchangeable and cannot be taken or redeemed as cash or equivalent.

### **DRAW AND WINNER NOTIFICATION**

13. The prize draw for this promotion will take place on Tuesday 7<sup>th</sup> of December at GPC Asia Pacific, 510 Mt Wellington Highway, Mt Wellington, Auckland 1060 from all the valid entries received during the Promotional Period. Winners will be notified by phone and email.
14. If for any reason the winner does not accept the prize within fourteen (14) days of being notified, then an unclaimed prize draw will be conducted for all eligible Promotion entrants at GPC Asia Pacific, 510 Mt Wellington Highway, Mt Wellington, Auckland 1060.

### **MEDIA & PUBLIC RELATIONS**

15. You grant to the Promoter a worldwide, irrevocable, transferable, royalty-free licence to use your name, trademark photograph or images for purpose of promoting this Promotion and promoting any products manufactured, distributed and/or supplied by the Promoter.

### **LIMITATION OF LIABILITY**

16. Neither the Promoter nor any agency associated with the promotion shall be liable for any loss or damage whatsoever which is suffered by the winner of this promotion (including but not limited to indirect or consequential loss) or for personal injury, including death, which is suffered or sustained, as a result of accepting or using the prize, except for any liability which cannot be excluded by law.
17. 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 1993 (“Non-Excludable Guarantees”).

### **MISCELLANEOUS PROVISIONS**

18. 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 Eligible Businesses and/or its authorised representative; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. As a condition of accepting the prize, the winning entrant must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
20. 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 tax liability incurred by a winning business or Eligible Business (or its authorised representative); or (e) use of a prize
21. All decisions of the Promoter are final and no correspondence will be entered into.