

## **QV – BE IN TO WIN an MG ZST worth \$27,990**

### Terms and Conditions

#### **The Promoter**

The Promoter of this competition is Pharmacy Investments Group Limited, 318 Richmond Road Grey Lynn Auckland 1021, on behalf of Chemist Warehouse New Zealand ('Chemist Warehouse'), and Douglas Pharmaceuticals Limited (NZBN 9429040671437) of Central Park Drive Lincoln, 0610 Auckland, New Zealand ('Supplier') jointly ('Promoter').

#### **Terms of Entry**

- (a) Information on how to enter and prizes form part of these terms and conditions. Participation in the Promotion and submitting an entry constitutes acceptance of these terms and conditions
- (b) Promotion Period: Promotion entries can be made from 12.01am NZST on 21/03/24 until 11.59pm NZST on 17/04/24 ("**Promotion Period**") through Chemist Warehouse's website [chemistwarehouse.co.nz/competitions/qv-win-car](http://chemistwarehouse.co.nz/competitions/qv-win-car) ("**Website**")
- (c) Entry is conditional upon entrants (i) purchasing any QV branded product(s) in-store or online at Chemist Warehouse in a single transaction ("**Qualifying Purchase**") during the Promotion Period, (ii) providing proof of such transaction in the form of a valid Chemist Warehouse purchase receipt number and (iii) completing and submitting their entry via the online entry form available via the Website.
- (d) You will receive one entry into the Promotion per transaction even if you purchase additional multiple participating products in the same transaction.
- (e) Multiple entries by eligible entrants are accepted, subject to entrants making separate Qualifying Purchases and completing the entry process outlined in 2(c) above.
- (f) Only one Prize is available to be won under this Promotion.
- (g) Entries received outside the Promotion Period will not be eligible or accepted. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant.
- (h) Entries that are incomplete, illegible, indecipherable or in breach of these Terms and Conditions, will not be valid and will be deemed void.
- (i) The Promoter takes no responsibility for entries that are lost, stolen, illegible, misdirected or damaged, however caused.

#### **1. Who May Enter**

To be eligible to enter this competition and win a prize:

- (a) The Promotion is only open to New Zealand citizens or permanent residents, aged 18 years or over.
- (b) The Competition is not open to:
  - a. Employees of the Promoter
  - b. Parties to whom the Promoter has contracted to work in relation to this Promotion;
  - c. Parties who are otherwise directly involved with this Promotion; and
  - d. Any immediate family members of any of the above-mentioned parties

#### **2. Prize**

- (a) The Prize is one new MG ZST 1.5L Core vehicle sourced from Tristram European Limited, valued at \$27,990.00, consisting of:
  - a. 1 x New MG ZST 1.5L Core;
  - b. On road costs to the value of \$995
- (b) Total recommended retail price of the Prize is valued at NZD \$28,985.00
- (c) The Pick Up Location of the Prize is in Auckland, New Zealand, with further details provided to the Prize winner.

#### **3. Selecting the Winners**

- (a) The Prize winner will be selected using an automated competition drawing software by Friday 19/04/24 at [insert address]
- (b) The first eligible entry drawn from all entries received during the Promotion Period will win the Prize.
- (c) The Prize winner will be notified by SMS or email using the contact details associated with the Promotion entry, by 26/04/24.
- (d) If an entrant cannot be contacted or does not confirm receipt of the notification and acceptance of the Prize within 5 days, or if an ineligible entry is drawn (for example if the entrant is under 18 years of age, that entrant's entry will be deemed invalid, that entrant will forfeit any Prize awarded), the Promoter reserves its rights to award the Prize to a re-drawn entrant on the same terms and conditions of the original Prize.

- (e) Whilst the Promoter will use its reasonable endeavours to contact each winner within the above-mentioned time, the Promoter is not responsible if a winner cannot be contacted following the draw due to incorrect or illegible entry data. The decision not to award a Prize is at the sole and absolute discretion of the Promoter and can be made at any time after the winners have been drawn.
- (f) The Prize winner is responsible for organising their own transport to and from the Prize Pick-Up Location on the date arranged between the Promoter and the Prize winner.
- (g) If a winner cannot accept a Prize for any reason, including but not limited to being unable or unwilling to collect the Prize on and at the agreed pick up date and Location, that winner's Prize will be void and no compensation payable to that particular entrant. In such a case, the Promoter reserves the right to select another winner using the method of selection outlined in clause 4(a) and (b)
- (h) A person purporting to be a Prize winner will be required to provide proof of identity and to verify any other eligibility requirements (including age, address and proof of purchase) as requested by the Promoter and/or the Promoter's agency acting of their behalf.
- (i) Prizes, or any unused portion of a Prize, are non-refundable, not transferable and not exchangeable for cash or services or any of the Promoter's or Prize providers' other products or services. If a Prize (or part of a Prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority (if relevant).

#### **4. Publication of winner's details**

- (a) By accepting the Prize, the winner consents to his or her name/s and/photograph being used for such publicity purposes by Chemist Warehouse or the Supplier (either jointly as the Promoter or severally as each entity) as reasonably determined by the each entity. The winner/s agree to make themselves reasonably available for this purpose, without compensation.
- (b) If a winner does not agree to and does not sign any further legal documentation required by the Chemist Warehouse or the Supplier (either jointly as the Promoter or severally as each entity) in accordance with the above clause or is found have otherwise breached any of these terms and Conditions, his/her selection as the winner may be forfeited and an alternative winner may be selected at the Promoters sole discretion. No compensation will be awarded to the forfeiter.

#### **5. Privacy and use of personal information**

- (a) In accordance with the Privacy Act 2020, the Promoter notifies entrants that entry in this Promotion involves the collection of personal information about entrants, such as their name, address, mobile phone number and email address. This is collected and held by the each of the Promoters for the purpose of establishing eligibility, carrying out the Promotion, notifying winners, and for future promotional purposes. This information does not have to be provided, but if it is not provided, the entrant may not participate in the Promotion. Entrants have the right to request access to and correction of 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 [ecommerce-nz@chemistwarehouse.co.nz](mailto:ecommerce-nz@chemistwarehouse.co.nz) and [marketing@douglas.co.nz](mailto:marketing@douglas.co.nz).
- (b) If the an entrant has consented (opted-in) to receive electronic commercial messages from the Promoter, each of the Promoters may, for an indefinite period, unless and until otherwise advised by an entrant to the contrary (e.g. through the use of an unsubscribe facility), use the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic commercial messages (e.g. email, SMS, MMS and IM) or telephoning the entrant.
- (c) Each entrant consents to the Promoter and/or the Promoter's agency using their personal information provided in connection with their entry, for the purposes of undertaking any investigation in connection with verifying the identity of an entry or any suspected tampering.
- (d) In the event they are the winner, each Entrant consents to each of the Promoters and their authorised licensees using the entrant's name, likeness, image and/or photograph and voice, in any media for an unlimited period of time, without remuneration or compensation, for the purposes of promoting the outcome of this Promotion.

#### **6. Discontinuation of the Promotion or Disqualification of an Entrant**

- (a) The Promoter reserves the right to discontinue the Promotion at any time, for any reason, and in its sole and absolute discretion cancel, terminate, or modify the Promotion without the need to provide compensation or notice to Entrants or attempted Entrants.
- (b) The Promoter reserves the right, in its sole and absolute discretion to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with (or whom the Promoter reasonably suspects has tampered with) the entry process or the winner selection process or who has otherwise been misleading or fraudulent in the course of the Promotion.

## 7. Exclusion of Liability

- (a) The Promoter will not be responsible for any late, lost, or misdirected entries, including but not limited to entries not received due to technical problems.
- (b) The Promoter is not responsible for the transmission or receipt of any incorrect information associated with entries, either caused by user error or any equipment or programming malfunction associated with the Promotion.
- (c) If this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, acts or omissions of third parties, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, or as a result of Covid-19, lockdowns or other government mandated restrictions in the Prize Location or New Zealand, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion.
- (d) The Promoter makes no representation nor provides any warranties as to the quality or suitability of the Prizes offered.
- (e) The Promoter is not responsible for any losses associated with any change to the value of any Prize(s) or for any loss of, damage to or delay in delivery or use of the Prize.
- (f) To the extent permitted by law, the Promoter (including its officers, employees and agents) is not liable for any direct, indirect, special or consequential loss, claim, damage, injury, cost and/or expense suffered, sustained or incurred by any person or to personal property whether in contract or otherwise at law including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter or its servants or agents, as a result of, or arising in any way out of, or in any way connected with the Promotion, the Prize, the arrangements for the supply of any goods or services by any person to the Prize winner and where applicable, to any person or persons accompanying the Prize winner, except for any liability that cannot be excluded by law (in which case that liability is limited to the greatest extent allowed by law).  
The Entrant releases and agrees to keep the Promoter indemnified and held harmless from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by the Promoter arising out of the Entrant's: (a) participation in the Promotion; or (b) taking or use of all or part of a Prize.
- (g) The Promoter's decision on all matters relating to this Promotion will be final.
- (h) The Promoter is under no obligation to provide reasons for any of its decisions.
- (i) The Promoter is under no obligation to engage in any form of correspondence whatsoever with entrants or purported entrants, or their representatives, in any matters relating to the Promotion.
- (j) If any Prize item is unavailable, despite the Promoter's reasonable endeavours to procure it, the Promoter reserves the right to substitute a different prize of equal or greater value.
- (k) Failure by the Promoter to enforce any of their rights under these terms and conditions at any stage does not constitute a waiver of those rights.
- (l) If a provision in these Terms and Conditions is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions, and the rest of these Terms and Conditions remains in full force and effect.
- (m) The Promoter reserves the absolute right to change these Terms and Conditions at any time and any such change will be updated and notified on the Website.
- (n) These Terms and Conditions constitute the entire agreement between the entrant and the Promoter as to its subject matter. The Promoter's decision regarding all aspects of this Promotion is final and no correspondence will be entered into.
- (o) These terms and conditions are governed by the laws of New Zealand.