

# MERIVALE

## Father's Day 2024 social media competition' TERMS AND CONDITIONS

In these Terms and Conditions, 'we', 'us', 'our' or 'The Promoter' refers to the Colliers Real Estate Managed Property, Merivale Mall, that is running this promotion.

All decisions are final, and no correspondence will be entered into. The promotion is conducted in good faith, but we do reserve the right to modify, suspend, cancel or terminate this promotion should circumstances arise that compromise the fairness or conflict with the Terms and Conditions of the promotion.

### Eligibility

1. To be eligible you must comply with competition rules within the set promotional period of the competition.
2. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted or ineligible entries.
3. Entrant's consent to the collection and retention of personal contact details in accordance with our Privacy Policy found on our website <https://merivalemall.co.nz/terms-conditions/>. Details are held and used for future promotional purposes. Under the Privacy Act 2020, entrants have the right to access or correct their details or unsubscribe from this list at any time by sending an email to [info@merivalemall.co.nz](mailto:info@merivalemall.co.nz)
4. Entry into competition is deemed acceptance of these Terms and Conditions.
5. We reserve the right to disallow deny receipt, request verification of eligibility and/or proof of purchase; refusing award of prize where false or misleading details have been supplied, entry behaviour is dishonest or fraudulent or compromise is made on the spirit of this promotion.
6. The promotion is open to New Zealand residents, 18 years and over only (all as at the date of entry). Employees, directors or managers of the Promoter and any suppliers, providers or agencies directly involved with this promotion and the immediate families of such parties, are not eligible to enter.
7. Competition is valid for participating retailers only. Bank and limited-service transactions such as layby payments, insurance, offices, and casual leasing tenant purchases are not included.

### Promotion

1. **There is a total of 1 Prize valued at \$400. Prize may include a mix of gift cards from Merivale Mall and/or specific retailers, and/or some merchandise and products offered by adhering stores.**

To enter the social media competition, simply follow Merivale Mall's Facebook or Instagram page and comment the competition post.

- a) This promotion offers the chance to win the stated prize.
- b) The prize is not transferrable or refundable and cannot be exchanged or redeemed for cash.
- c) The winner accepts the prize at their own risk and is responsible for care and use the prize as it was intended, design and instructed. We are not liable for any loss, theft or damage of the prize.
- d) If the prize/s or any part of the prize becomes unavailable for any reason beyond our control, the provision of an alternative prize, at our discretion, will be supplied.
- e) The winner fully indemnifies the Promoter, and all associated with the Prize and this competition, against all claims, damages, liabilities, costs and expenses (legal fees inclusive) that may occur from participation and/or use of the Prize.

### **2. Entry Forms**

Incomplete, inaccurate, erroneous, ineligible, indecipherable or illegible entries and receipts will be deemed invalid.

All entry forms and details entered onto the form become the property of Merivale Mall and may be used for promotional and marketing purposes or passed onto a third party involved in the promotion for their marketing purposes. Our Privacy Policy applies and can be found here... <https://merivalemall.co.nz/terms-conditions/>

## **Promotional Period**

**Entries for the prize (social media competition) close at 11.59pm Saturday August 31<sup>st</sup>, 2024.**

Entries received outside of the promotion period will not be eligible. We take no responsibility for receipt or collection of late entries.

### **3. Promotion Draw**

The promotion draw will take place at the management office no later than the first working day after the promotion entry period closes. It will be drawn in the presence of two members of the management team. We reserve the right to redraw should the drawn entry not comply with eligibility requirements.

If the winner is unable to collect, accept or use the prize for any reason, we will draw a new winner with no compensation to the original winner.

### **4. Winner/Winner Notification**

The winner of the promotion will be notified by phone, DM or email on the day of the draw. The winner must claim the prize within seven days of notification. We reserve the right to validate identity and eligibility and can request identification and receipts as proof of purchase. These must be provided upon collection of the prize.

We reserve the right to extend this timeframe or redraw at our discretion from remaining correct entries.

If the prize is unclaimed, we are not obliged to take any further action in relation to the promotion.

The winner must comply with all instructions and terms and conditions associated with the acceptance and use of the prize and must not do anything to bring the promoter into disrepute.

### **5. Announcement of Winner - Publicity**

The winner agrees to comply with publicity as the Prize Winner and agrees to the use of their name, likeness, image and/or voice in any media, without charge and with reasonable availability for this purpose.

### **6. Limitation of Liability**

To the extent permitted by law, the Promoter excludes all liability for any costs, expenses, losses and damages suffered or incurred by the entrant, including any liability for personal injury or death or loss of business opportunity or liability due to negligence of the Promoter or its personnel, whether direct, indirect, special or consequential, arising in connection with these Terms and Conditions or the conduct of the promotion (including, without limitation, in connection with, participation in the promotion by the entrant, the Prize, the unavailability of any Prize, any tax liability incurred by the entrant; or any variation in the value of the Prize.