

'ASB Classic – Ryman Healthcare Open Days' competition

TERMS AND CONDITIONS

This is a game of luck. 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.

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| 1. Promotion | <u>ASB Classic – Ryman Healthcare Open Days competition</u> |
| 2. Promoter | Ryman Healthcare Ltd of 92D Russley Road, Russley, Christchurch, NZ. |
| 3. Promotional Period | Open Date: Friday 13 October 2023 at 12.01am Close Date: Saturday 4 November 2023 at 2.30pm |
| 4. Entry Restrictions | a. Entrants must be: i. at least 18 years of age; and ii. ordinarily resident in New Zealand. b. Entrants must not be employees, suppliers, or contractors (or their immediate family members) or residents (or their immediate family members) of the Promoter and its related retirement villages, offices or construction sites. |
| 5. Entry Procedure | To be entered into the Promotion, Entrants must: a. submit the requested contact details to the Promoter; b. accept these Terms and Conditions; and c. have attended in person at least one of the nine Ryman Healthcare Auckland open days on 3 or 4 November 2023. |
| 6. Selection process | Winners will be determined by the Promoter in its absolute discretion by choosing at random (Winners) submitted for each of the Prizes. |
| 7. Maximum Entries per person | Maximum of one entry per Entrant. |
| 8. Prize Selection Date and Location | a. Prize Selection Date: Tuesday 7th November 2023 b. Location: 92D Russley Road, Russley, Christchurch, NZ. |
| 9. Prize(s) | a. Number of Prizes: 10 in total. b. Prize description: iii. One of 2 tickets to the ASB Classic (valued at approx. \$1000 inc GST), running between 01 – 13 January 2023, ASB Tennis Centre, 1 Tennis Lane, Parnell, Auckland iv. Each ticket Prize is located in Ryman's courtside corporate box with four other attendees v. Date will be worked through with winners and will be based on remaining availability at Ryman Healthcare's discretion vi. Each ticket Prize includes food and beverage vii. Each Prize includes a gift box including sunscreen, snacks and tennis ball Total Prize Pool: Approx \$10,000 inc GST |
| 10. Prize Restrictions | The Prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes. |

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| <p>11. Notification of Winners</p> | <p>a. The Winner will receive notification on or before Wednesday 8th November 2023 by email or phone, using the contact information provided at the time of entry.</p> <p>b. Once the winners have been notified, the Winner's first name and winning entry details may be published publicly on below:</p> <ul style="list-style-type: none"> • www.facebook.com/rymanhealthcare/ • https://www.instagram.com/rymanhealthcarenz/ • www.rymanhealthcare.co.nz |
| <p>12. Additional Terms</p> | <p>a. By entering the Promotion, the Entrant accepts and agrees:</p> <ul style="list-style-type: none"> i. to these Terms and Conditions; and 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. <p>b. The Promoter is the Prize provider.</p> <p>c. The Promotion is in no way sponsored, endorsed or administered by, or associated with ASB Classic. You understand that you are providing your information to the Promoter and not any entity associated with ASB Classic.</p> <p>d. 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 uses otherwise approved in the Promoter's Privacy Policy.</p> <p>e. Throughout the Promotional Period the Promoter may contact Entrants to interact with the Promoter, online and via social media in relation to the Promotion.</p> <p>f. Entrants may be required by the Promoter 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.</p> <p>g. It is a condition of Entry that the Promoter have the right to publicise, broadcast and communicate to the public the names of the Winners for any promotion or matter incidental to the Promotion. Entrants will not be compensated for this use.</p> <p>h. 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.</p> <p>i. The Promoter and its representatives may conduct security and verification checks in their absolute discretion to determine the Entrant's eligibility to enter the Promotion.</p> <p>j. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.</p> <p>k. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.</p> <p>l. 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.</p> <p>m. 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 equal or higher value. 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> <p>n. 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.</p> <p>o. 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.</p> <p>p. If a Winner fails to collect their Prize within 4 weeks (or as otherwise agreed between the Promoter and Winner), 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.</p> <p>q. To the full extent permitted by law, the Promoter 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.</p> <p>r. A winner has rights under the Fair Trading Act 1986 and other legislation which cannot be excluded, restricted or modified by the Promoter. These Terms and Conditions do not exclude, restrict or modify those statutory rights in any way.</p> |

- s. The Promoter makes no representations or warranties, express or implied, other than as provided by law, 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.
- t. The Promoter and its agencies and representatives associated with this Promotion, 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 allowable by law).
- u. The Promoter 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.
- v. 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.
- w. You must not, in connection with this Promotion:
 - i. tamper with the entry process;
 - ii. engage in any conduct that may jeopardise the fair and proper conduct of a competition;
 - iii. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - iv. do anything that may diminish the good name or reputation of the promoter or any of its related entities;
 - v. breach any law; or
 - vi. behave in a way that is otherwise inappropriate.
- x. If an Entrant's entry is deemed by the Promoter to breach these Terms and Conditions, the entry may be discarded. The Promoter may, at any time, require an Entrant to produce documentation to establish to the Promoter's satisfaction the validity of an entry (including documentation establishing identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive these rights.