

NZ House & Garden Tours Ryman VIP Experience Terms and Conditions – New Zealand

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.

1. Promotion	<u>NZ House & Garden Tours Ryman VIP incentive</u>
2. Promoter	Ryman Healthcare Ltd of 92D Russley Road, Russley, Christchurch, NZ.
3. Promotional Period	Open Date: Tuesday 01 December 2022 12:01am
	Close Date: 31 December 2022 11:59pm
4. Entry Restrictions	<ul style="list-style-type: none">a. Entrants must be either of the following:<ul style="list-style-type: none">i. at least 18 years of age;ii. residents of New Zealand.b. Entrants must not be the employees (or their immediate family members) or residents (or their immediate family members) of:c. The Promoter and its related retirement villages, offices or construction sites<ul style="list-style-type: none">i.
5. Entry Procedure	<ul style="list-style-type: none">a. To be entered into the Promotion, Entrants must<ul style="list-style-type: none">i. Complete an enquiry form on the Ryman Healthcare website. Information must include all required fields included on that form (Entry)
6. Selection process	Winners will be determined by the Promoter in its absolute discretion by choosing at random (Winners) submitted for the prize (Judging Criteria).
7. Maximum Entries per person	Maximum of one entry per Entrant
8. Prize Selection Time and Location	<ul style="list-style-type: none">a. Prize Selection Dates: Monday 23 January 2023b. Location: 92D Russley Road, Russley, Christchurch, NZ.
9. Prize Provider	Ryman Healthcare Ltd of 92D Russley Road, Russley, Christchurch, NZ.
10. Prize(s)	<ul style="list-style-type: none">a. Number of Prizes: 1 in total.b. Prize description:<ul style="list-style-type: none">• 2 tickets to the NZ House and Garden Tour event location of your choice• 2 return flights to the chosen NZ House and Garden Tour location• 2 nights' accommodation for two (twin share)• Rental car for the duration of the trip*• NZ House & Garden Tour experience goodie bag <p>Total Prize Pool: Estimated at \$2000 inc GST (final value is location dependant)</p>
11. Prize Restrictions	<ul style="list-style-type: none">a. Prize locations included are Nelson, Manawatu, Wanaka and Clevedon (Auckland)b. The Prize cannot be transferred or exchanged for cash.c. Recipient or recipients guest must hold a full NZ driver licenced. NZ House & Garden Tours can cancel or postpone this event in line with NZ Government regulations related to COVID-19. Should this occur an alternative prize will be negotiated to a similar value.
12. Notification of Winners	<ul style="list-style-type: none">a. The Winner will receive notification on Monday 23 January 2023 by email or phone, 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:<ul style="list-style-type: none">• www.facebook.com/rymanhealthcare/• www.rymanhealthcare.co.nz
13. Additional Terms	<ul style="list-style-type: none">a. By entering the Promotion, the Entrant accepts and agrees:<ul style="list-style-type: none">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 1993) 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. It is a condition of Entry that the Promoter and Prize Provider have the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of Entrants for any promotion or matter incidental to the Promotion. By agreeing to enter, all Entrants consent to their Entry broadcast on air and to their telephone and other conversations with the Promoter and Prize Provider being broadcast on air and communicated to the public via any medium. Entrants will not be compensated for this use.
- 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. 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.
- 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.
- j. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.
- k. 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.
- l. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- m. 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.
- n. 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.
- o. 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. 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.
- q. 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.
- r. 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.
- s. 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.
- t. 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 allowable by law).
- u. The Entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize(s), for which the Promoter accepts no responsibility. If Entry or a Prize involves travel, stunts or challenges the Promoter may, at its discretion, require the participants to:
 - i. Submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and redeem a Prize; and
 - ii. Execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and redeem a Prize.
- 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.
- x. 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 Station or any of its related entities or of the agencies or companies associated with a competition.
 - v. breach any law; or
 - vi. behave in a way that is otherwise inappropriate.

z. If You or your entry are deemed by the Promoter to breach these Terms, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Station and its representatives may conduct security and ID verification checks in their absolute discretion to determine an Entrant's eligibility to enter a competition and/or win a Prize. The Station may, at any time, require You to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your 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 those rights.