

WIN A SURF SESSION 2020 – TERMS AND CONDITIONS



1. Information on 'Win a Surf Session' ("Promotion") that is contained on Gull's website, Facebook Page, Instagram Account or YouTube Channel forms part of these terms and conditions ("Terms and Conditions"). If there is any inconsistency between the information contained on Gull's website, Facebook Page, Instagram Account or YouTube Channel, and the information contained in this document, this document shall prevail. By participating in the Promotion, you (the "Entrant") agree to be bound by these Terms and Conditions.
2. The promoter of the Promotion is Gull New Zealand Limited ("Gull") of Level 4, 507 Lake Road, Takapuna, Auckland, New Zealand (the "Promoter").
3. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, YouTube or Instagram. By participating in the Promotion, you understand that you are providing your information to the Promoter and not to Facebook, YouTube or Instagram.
4. Entrants must direct any questions, comments or complaints regarding the Promotion to the Promoter, and not to Facebook, YouTube or Instagram. Any questions can be directed to Gull Marketing +64 9 489 1452 or caitlink@gull.nz.

ELIGIBILITY

5. Subject to clause 7, entry into the Promotion is open to anyone who, as at the time of entry:
 - a. is a New Zealand resident
 - b. is available for the surf session on at 11am on 08.04.2020.
 - c. can provide own transport to Piha Beach, Auckland
 - d. agrees to the Promotion Terms and Conditions.
6. Where a winner is 17 years of age or younger, the prize winner must be accompanied by a legal guardian.
7. Staff, employees, contractors of Gull New Zealand Limited, Terminals (N.Z.) Limited, Night 'n Day Foodstores Limited and all of their subsidiaries, franchisees, data processing agents, advertising agents and suppliers (all the foregoing to be collectively referred to as "Gull and Night 'n Day Associates"), and the families of Gull and Night 'n Day Associates, are ineligible to enter.

ENTRY

8. Entry into the Promotion is open from 3:00pm on the 11.03.2020 and ends at 3:00pm on the 29.03.2020 (the "Entry Period"). No entries will be accepted outside the Entry Period.
9. To enter the Promotion, you must provide all requested information on the official entry form.

PRIZE

10. The prize will consist of:
 - a. one (1) x \$200 Gull fuel voucher, to be given away to the winning entrant
 - b. one (1) x \$200 Backdoor retail voucher
 - c. one (1) x Ultimate Ears MEGABOOM 3
 - d. a two-hour surfing session for two people with Paige Hareb and Billy Stairmand, at 11am on 08.04.2020 at Piha Beach, Auckland, followed by a provided lunch.
 - e. surfboard and wetsuit hire, if required.
11. The Prize is not transferable and is not redeemable for cash.
12. In the event that surf and/or weather conditions at the proposed location are unsuitable or unsafe for reasons beyond the promoter's control, an alternative location will be proposed.
13. In the event that the Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.

HOW THE PRIZE WINNER WILL BE DETERMINED

14. The Promoter will determine the winner of the Prize (the "Winner") by randomly selecting from the qualifying entries made during the Entry Period.
15. A person (including both a natural person and bodies corporate) may only enter the Promotion once. Any duplicates will be voided and only the first entry submitted by an Entrant (based on time/date) will be included in the Promotion. For the avoidance of doubt, it will also be a violation of these Terms and Conditions for a person to set up or utilise multiple Facebook or Instagram accounts, or use the Facebook or Instagram accounts of other persons, to enter the Promotion.
16. The Winner will be notified by the Gull Brand Manager by 31.03.2020, at the latest. Once all the necessary checks, releases and documents have been received by the Promoter, the Winner will be publicly announced on the Gull New Zealand Facebook page.
17. If a Winner cannot be contacted, or does not make contact with the Gull Brand Manager Gull within 24 hours of receiving notification from Gull that they have won the prize, or their details cannot be verified (including where a Winner's age or place of residence renders the Entrant ineligible to receive a prize), or a Winner is found to have otherwise breached any of these Terms and Conditions, his/her selection as Winner may be forfeited and an alternative winner may be selected at the Promoter's sole discretion. No compensation will be awarded to the forfeiter.
18. The Prize will be provided to the Winner on the 8 April 2020. The Promoter shall not be responsible for any additional costs or expenses associated with the Prize. These costs are the responsibility of the Winner.
19. Entries will be reviewed periodically; however, such review does not relieve you from your responsibility to comply with these Terms and Conditions.
20. Entries that do not comply with these Terms and Conditions, or that otherwise contain prohibited or inappropriate content as determined by the Promoter, will be disqualified and removed. The Promoter may remove any Content without notice for any reason whatsoever and has the right to automatically exclude entries that contain questionable content related to offensive language and/or third-party products without further consideration and at its sole discretion.
21. The winner agrees to participate in filming and photography on the day of 'Win a Surf Session Promotion', to be used in promotional material on the Gull website and social media channels.

PRIVACY

22. When you enter a Gull competition (including this Promotion), Gull collects and stores the personal information you provide. If you win a Gull competition, Gull may collect further information from you. Gull may also be required by gaming and lottery legislation to collect some of your personal information. If Gull does not collect some or all of this information, Gull may not be able to enter you into the Promotion or provide the relevant prize.
23. Any personal information collected about individuals as part of this Promotion will be collected, stored and used in accordance with the Privacy Act 1993. By entering this Promotion, Entrants consent to the use of their information as described below.
24. Information from all entries will be collected and used for the purposes of conducting this Promotion (which may include disclosure to third parties for the purpose of processing entries, contacting prize winners, communicating with Entrants about the Promotion and otherwise conducting the Promotion) and for publicity purposes surrounding this Promotion. Entrants may access and/or change their personal information by contacting caitlink@gull.nz.
25. By entering the Promotion, Entrants also agree to be contacted by the Promoter to stay up-to-date with future promotions, products or marketing initiatives. Entrants reserve the right to 'opt-out' or 'stop' this correspondence at any time and the Promoter will endeavour to remove such entrants from their database.
26. Gull may also use your personal information to conduct research and plan and develop Gull product and marketing strategies.



27. Gull may disclose your personal information to entities who assist Gull in administering the Promotion and providing the prizes, prize suppliers and deliverers, marketing, research, and communications agencies, the authorities responsible for the regulation of gaming and lotteries and other government agencies, where applicable; and other parties, where required by law.

INFORMATION COLLECTED BY GULL

28. Gull may collect a range of personal, technical and general information, including:
29. personal information you have provided to Gull, including on Gull's website and social media pages or when you have entered a competition (including the Promotion);
30. information provided by other companies who have obtained your permission to share information about you;
31. records of any interactions you have on Gull's website or social media platforms, or communications you may have with Gull (including any information, uploads and comments you make about the services you use);
32. details of when you visit, where you are and what you look at on Gull's website or social media platforms;
33. computer information like your IP address, operating system and browser type; and
34. information from cookies.

GENERAL

35. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence).
36. The Promoter accepts no responsibility for late or misdirected entries. The Promoter accepts no responsibility for any failure to receive an entry as a direct or indirect result of a technical problem of any kind or any traffic congestion on the Internet or any website. Entries are
37. deemed to be received at the time of receipt into The Promoter's system (or the system of its authorised agent), not at the time of transmission by the Entrant. Errors and omissions will be accepted at the Promoter's discretion.
38. The prize is subject to the terms and conditions of Gull fuel vouchers, plus any conditions that are associated with a prize notified to a winner by the Promoter.
39. All decisions of the Promoter (including, but not limited to, selection of the prize winner(s)) are final and binding – no correspondence will be entered into by the Promoter with any Entrant. Participants must comply with all requirements of the Promoter, including the requirements specified in these Terms and Conditions. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant invalid if the Entrant:
 - a. fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;
 - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
 - c. submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
 - d. acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person;
40. in the opinion of Promoter, engages in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter; or
41. the Promoter is prohibited by law from awarding a prize to any winner.
42. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for claims, losses (including loss of

opportunity), damages, injuries, death, costs and/or expenses, whether direct, indirect, special or consequential, suffered, sustained or incurred as a result of, or arising in any way out of, or in any way connected with, the Promotion or any prize.

43. To the maximum extent permitted by law, all Entrants release and indemnify the Promoter, Facebook, YouTube and Instagram from all liability and any and all direct or indirect loss or injury suffered by the Promoter, Facebook, YouTube or Instagram arising in connection with Entrant's participation in the Promotion, or the receipt and/or subsequent use of any prize.
44. If for any reason any aspect of the Promotion is not capable of running as planned, the Promoter reserves the right to, in its sole discretion, cancel, terminate, modify or suspend the Promotion, or invalidate any entry, at any time, without prior notice to Entrants. Where it is practical for it to do so, the Promoter will notify Entrants of such changes to the Promotion on the Gull New Zealand Facebook page. The Promoter may amend, vary, extend or these Terms and Conditions at any stage, for any reason.
45. Gull, as well as the partners and agencies involved in this Promotion are not liable for any fees incurred by Entrants or any other person resulting from entering or interacting with the Promotion via mobile, including, but not limited to, the use of text messaging, mobile data, or use of any mobile/internet service.