



## Terms and Conditions – Promotion

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### Definitions

**Car Prize** means a 2024 Ford Ranger Wildtrak 2.0D (Registration QTM712);

**Car Prize Winner** means the one Final Winner that chooses the envelope containing the key to the Car Prize at the Final Draw;

**Entrant** means a participant in the Promotion, including if that Entrant becomes an Initial Winner or Final Winner, and for the avoidance of doubt does not include a group of individuals or entities;

**Entry Pool** means the database containing all correct Qualifying Entries that are available for selection at the Initial Draw;

**Final Draw** means the draw where each Initial Winner draws an envelope containing a Prize on the Final Draw Date;

**Final Draw Date** means 14 February 2025;

**Final Winners** means the three (3) successful Entrants who have completed the Final Draw on the Final Draw Date;

**Initial Draw** means the draw where the Initial Winners are selected from the Entry Pool on the Initial Draw Date;

**Initial Draw Date** means 12 February 2025 at 2pm;

**Initial Winners** means each the three (3) successful Entrants drawn from the Entry Pool during the Initial Draw on the Initial Draw Date and who have completed the notification process in clause 7;

**Notification Email** means info@viptrade.co.nz;

**Participating Stores** means VIP Trade, VIP Frames and Trusses Limited and VIP Foundations Limited;

**Prize** means the Car Prize and/or the Travel Prize;

**Promoter** means VIP Trade;

**Promotion** means the giveaway of the Prize that VIP Trade is conducting;

**Promotion Period** means the period of time from 5 October 2024 to 5pm 11 February 2025;

**Promoter's Premises** means 291 Dyers Road, Bromley, Christchurch 8062;

**Qualifying Entry** means every \$1,000 including GST spent on an Entrant's trade account with a Participating Store will generate one (1) entry in to the Entry Pool, and for example \$50,000 including GST spend throughout the Promotion will equate to fifty (50) entries in to the Entry Pool;

**Terms** means these terms and conditions;

**Travel Prize** means two \$3,000 House of Travel gift cards;

**Travel Prize Winner** means each of the two Final Winners who chose the envelopes that did not contain the key to the Car Prize at the Final Draw;

**VIP Trade** means Dyers Road Timber Limited, trading as VIP Trade.

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## General terms

By entering the Promotion and by accepting the Prizes, the Entrant agrees to be bound by these Terms with the Promoter:

1. **Promotion:** The Promoter will conduct the Promotion in accordance with these Terms and the Promotion will run during the Promotion Period.
2. **Prize:** The Promotion features one Car Prize and two Travel Prizes.
3. **Draws:** The Initial Draw and the allocation of Prizes in envelopes for the Final Draw will be made by an independent draw conductor appointed by the Promoter at the Promoter Premises in two stages as follows:
  - (a) **Initial Draw:** The three Initial Winners will be drawn from the Entry Pool on the Initial Draw Date. A successful entrant is limited to 1 of the 3 initial winners. (ie an entrant cannot win 2 or 3 initial prize draws) In the event of a initial winner being drawn more than once another entrant will be drawn, The Initial Winners will be notified by phone and/or email by VIP Trade;
  - (b) **Final Draw:** All Initial Winners will meet in person at the Promoters Premises on the Final Draw Date. Each Initial Winner will be required to select one of three sealed envelopes at the Final Draw. All envelopes will contain a key. One envelope will contain the actual key to the Car Prize and the keys in the remaining two envelopes will not be the actual keys to the Car Prize. The assignment of the keys for the Car Prize to the envelopes will be made at random by an independent draw conductor appointed by the Promoter. Each Initial Winner will open their selected envelope and use their key to attempt to open the Car Prize. The Initial Winner who chose the key that successfully opens the Car Prize will be the Car Prize Winner, and the remaining Initial Winners who chose the keys that did not successfully open the Car Prize will be the Travel Prize Winners. At that time, each Initial Winner will become a Final Winner. In the unlikely event that multiple keys open the Car Prize at the Final Draw, the first key to open the Car Prize will determine the Car Prize winner. Any result following the selection and opening of envelopes is final and not subject to appeal.
4. **Entry:** To enter the Promotion:
  - (a) the Entrant must hold a valid credit account with at least one of the Participating Stores for the entire Promotion Period, stores include VIP Trade Christchurch, VIP Frames and Trusses Christchurch, VIP Foundations Christchurch; and
  - (b) every \$1,000 including GST spent on an Entrant's trade account with a Participating Store will generate one (1) Qualifying Entry in to the Entry Pool of the Promotion. The number of Qualifying Entries an Entrant may earn will go up in values of spends of \$1,000 including GST, and for the avoidance of doubt if an Entrant spends \$2,000 (two thousand dollars) on their credit account the Entrant will have two (2) Qualifying Entries from their transactions; and
  - (c) All costs associated with the Promotion, Prize and Qualifying Entry is stated in New Zealand Dollars (NZD).
5. **Entry exclusions:** An Entrant must follow the entry instructions specified by the Promoter from time to time and otherwise comply with these Terms. Non-satisfaction of the Terms may result in disqualification or dishonouring of one or more Qualifying Entry. A Qualifying Entry cannot be modified after it is earned unless the Promoter has determined that it was earned in error, it relates to a transaction that was cancelled or where the value of the transaction has changed or where a refund is given. The Promoter reserves the right to refuse any Prize to an Entrant who the Promoter decides in its sole discretion has gained an unfair advantage in participating the in Promotion.
6. **Eligibility:** All businesses associated with the Caldwell Group and all staff, families and subcontractors, suppliers, other building supply merchants, and customer show home accounts associated to the Caldwell Group are not eligible to enter the Promotion. Entrants must be New Zealand based and if an Entrant is an individual natural person, the Entrant must be over 18 years of age on 5 October 2024. The Promoter reserves the right to request constitutional, identity or such other documents as the Promoter may wish to view to verify eligibility criteria.
7. **Winner notification:** The Promoter will notify the Initial Winners on the Initial Draw Date. Initial Winners will be notified by telephone and/or email noted on the Entrant's credit account with the Participating Stores on the Initial Draw Date. The Initial Winners are required to acknowledge response of the Promoter's notification attempts by emailing their acknowledgement of notification to the Notification Email within one (1) day of the Initial Draw Date. If any of the Initial Winners cannot be

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contacted on the Initial Draw Date (due to incorrect telephone or email address details) or no acknowledgement of notification is received by the Promoter by Notification Email within 1 day of the Initial Draw Date, the selection of that Initial Winner may be deemed invalid, and the independent draw conductor reserves the right to draw additional reserve entries to obtain a replacement Initial Winner. The notification process in this clause will also apply to the re-drawn entries.

8. **Prize exclusions – all prizes:** The Prize is not transferable and cannot be redeemed for cash. All components of the Prize must be taken together. Each Final Winner is responsible for arranging and paying for all costs associated with their relevant Prize that are not specifically stated by the Promoter at the time of entry. The Promoter takes no responsibility for any change to the value of any Prize.
9. **Car prize exclusions:** The Car Prize will remain at risk of the Promoter until such time as the Car Prize Winner takes delivery of the Car Prize at the Promoter Premises. The Promoter makes no warranties in respect of the Car Prize (including as to its quality or fitness for purpose). The Car Prize is currently registered to the Promoter as an associated entity of the Participating Stores and will be used for promotional activity during the Promotion Period. It is anticipated that as at the Initial Draw Date, the Car Prize may have travelled 1,500 kilometres. The Promoter will remove any signwriting on the Car Prize at the Promoter's cost after the Promotion Period has ended. From the time that the Car Prize is delivered to the Car Prize Winner, all costs associated with the Car Prize including but not limited to risk, insurance, fuel and all other ancillary costs are the responsibility of the Car Prize Winner. The Car Prize Winner must have a valid driver's licence in order to take delivery of the Car Prize from the Promoter or arrange for a licenced driver to take delivery the Car Prize on their behalf. If the Car Prize Winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the Car Prize Winner may assign the Car Prize to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Car Prize Winner and the assignee. The Car Prize Winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the Car Prize is awarded. It is a condition of accepting the Car Prize that the Car Prize Winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion. In the event the Car Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative prize.
10. **Travel prize exclusions:** All travel is subject to the terms, conditions and restrictions of the Travel Prize service providers.
11. **Prize delivery:** A Final Winner must take delivery of its Prize from the Promoter Premises. The Promoter will be under no obligation to arrange delivery of a Prize outside of the Promoter Premises.
12. **Privacy:** All entries remain the property of the Promoter. All personal information will be collected and stored by the Promoter in accordance with the Privacy Act 2020 and the Promoter's privacy policy. The Promoter will use the Entrant's personal information to conduct the Promotion and for its own promotional and publicity purposes. Entrants have the right to access and request correction of personal information held by the Promoter. By entering the Promotion, the Final Winners agree to allow the Promoter to use their names and photographs for publicity purposes in all media by the Promoter, without remuneration.
13. **Social media:** Each Final Winner agrees that it is providing information to the Promoter and not to any social media platform including but not limited to Facebook, Instagram, Snapchat, X (formerly known as Twitter), TikTok, YouTube, WhatsApp, Facebook Messenger or WeChat. This Promotion is in no way sponsored, endorsed or administered by or in association with any social media platform including but not limited to those social media platforms stated in this clause 15.
14. **Liability:** Except for liability that cannot be excluded by law, none of the Participating Stores shall be responsible for or liable for any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential arising in any way (including, without limitation in negligence) or under statute, equity or otherwise in connection with the Promotion or the Prize. The Promoter is not responsible for any late, misdirected or incorrectly completed Qualifying Entries or any technical malfunction, delay or loss of data that occurs in the course of the administration of the Promotion, however caused. The Promoter reserves the right to amend, suspend or cancel any aspect of this Promotion (including any Prize or Promotion Period) at any time in its sole discretion. The Promoter reserves the right to verify the validity of an Entrant's entry and disqualify any entry or refuse to award any Prize or a chance to enter the Promotion where false or misleading details have been given by an Entrant or an Entrant has behaved in a fraudulent, dishonest or disruptive manner or otherwise than in accordance with these Terms. Participation in this Promotion is deemed acceptance of these Terms. If any of the Final Winners do not accept these Terms their relevant Prize will be forfeited.

