

Wattie's Burger Promotion Conditions of Entry

Entry Details

Promoter:	Clubs New Zealand Incorporated (NZB 9429042791331) of Level 5, 181 Willis Street, Wellington, New Zealand
Promotional Period:	Start Date:01/12/22 at 09:00 am End Date: 15/02/23 at 11:59 pm or when the Prizes are exhausted, whichever is earlier.
Eligible Participants:	Entry is only open to residents of New Zealand aged 18 years and over.
How to Enter:	To enter the Wattie's Burger Promotion (an Entry) an Eligible Participant must: a) purchase an eligible Wattie's Burger from a club in New Zealand that holds a current membership with the Promoter and is participating in the Wattie's Burger Promotion (Participating Venue); b) scan the provided QR code and fully complete the entry form (Entry Form) with their personal details (including first name, last name, email address, mobile number); and c) complete the Watties Burger Digital Scratch to Win game d) tick the box to receive marketing information from the Promoter in accordance with the Promoter's privacy policy, within the Promotional Period. A maximum of one (1) Entry per Eligible Participant per day is permitted.
Prizes:	An Eligible Participant will be notified instantly upon completion of the Entry Form and completion of the Wattie's Burger Digital Scratch to Win game if they have won a Minor Prize. Each Entry will also be entered into the Major Prize draw, which will be drawn at the end of the Promotional Period.

There are one hundred and twenty two (122) prizes (each, a **Prize**) available to be won during the Promotional Period. The Prizes will be awarded to Eligible Participants randomly in accordance with these Conditions of Entry and include:

Minor Prizes:

One Hundred Twenty One (121) Minor Prizes consisting of:

- Eighty Eight (88) x \$25.00 Visa Gift Cards
- Twenty Two (22) x \$50.00 Visa Gift Cards
- Eleven (11) x \$100.00 Visa Gift Cards

The total Minor Prize pool value is \$4,400.00.

Major Prize:

One (1) x Major Prize consisting of:

- Samsung 55" BU8000 UHD 4K Smart TV
- Samsung Q930 Atmos Soundbar
- Samsung Galaxy A53 5g Awesome Blk
- Samsung Galaxy Tab A8 64gb Wifi Gry
- Samsung A53 Smart S View Wallet Blk
- Targus Click-In Case Tab A8 10.5 Blk

The total Major Prize pool value is \$4,000.

The total prize pool for the Promotion is \$8,400

Terms and Conditions

- 1) The "Entry Details", these "Terms and Conditions", and any other information provided on how to enter the Wattie's Burger Promotion (**Promotion**) form part of these Conditions of Entry. Participation in the Promotion is deemed acceptance of these Conditions of Entry.
- 2) The Promotion commences on the Start Date and ends on the End Date (the **Promotional Period**).
- 3) The Promoter reserves the right, in their sole discretion, to require proof of identity or eligibility in a form acceptable to the Promoter: (i) for the purposes of verifying a person's eligibility to participate in this Promotion; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Promotion; and/or (iii) for any other reason the Promoter deems necessary, in their sole discretion, for the purposes of administering this Promotion in accordance with these Conditions of Entry.
- 4) If it is discovered by the Promoter that any person has used or attempted to use multiple names, identities, email addresses or any automated, macro, script, robotic or other system(s) or program(s) to enter the Promotion more than once per day or to otherwise participate in or disrupt this Promotion or to tamper with the software, they may be disqualified from the Promotion.
- 5) Failure to provide such proof of identity or eligibility outlined in clause 3 above to the satisfaction of the Promoter in a timely manner may result in disqualification of the entrant in the sole discretion of the Promoter.
- 6) By entering the Promotion, each participant agrees to be bound by the Conditions of Entry, the Promoter's Personal Information Collection Notice and the decisions of the Promoter, which are final with respect to all matters relating to the Promotion.
- 7) Instant Prize winners will be drawn through the Komo Digital Scratch and Win program and will be notified by a follow-up email and/or text and phone call using the contact information provided by the Eligible Participant in the Entry Form within approximately two (2) working days of an Eligible Participant being deemed by the Promoter as a Prize winner.
- 8) Major Prize winner will be drawn from the entries submitted during the Promotion Period. The draw will take place at Clubs New Zealand, Level 5 181 Willis Street, Te Aro, Wellington, at 12pm on Friday 24 February 2023. The winner will be contacted within 5 working days. The winner will be notified by telephone and/or email using the details listed in the winning entry. If we are unable to reach the winner by telephone or email within 5 working days (that is, you cannot be reached by telephone and/or do not respond to email), a draw for any unclaimed prize will be awarded via the unclaimed prize draw. The unclaimed prize draw, if required, will take place at the same place as the original draw at 12pm on 10 March 2023, with the winner notified by telephone and/or email.
- 9) A participant is not a winner of any prize, even if the Promotion should so indicate, unless and until the participant's eligibility and compliance with the Conditions of Entry have been verified by the Promoter and the participant has been notified by the Promoter that the verification is complete.
- 10) Each Prize shall be provided to the Prize winner by email or post within twenty-eight (28) days after the End Date of the Promotion.
- 11) All Prizes must be taken as offered, are not exchangeable or transferrable and cannot be redeemed for cash.
- 12) In the event that a Prize, or any part of it, is unavailable, the Promoter reserves the right to substitute a prize of equal or greater value.
- 13) Prize values are the recommended retail value at the time of publication of these Conditions of Entry. No responsibility is accepted for any variation in the value of the Prize.
- 14) Any incidental costs relating to the Prize, including any cost associated with redeeming the Prizes are the responsibility of the Prize winners.
- 15) Redemption of the Prize is subject to any terms and conditions of the issuer.
- 16) Any loss or damage of the Prize in the delivery or collection of the Prize is not the responsibility of the Promoter. In the event of loss or damage of the Prize in these circumstances, the Promoter may, in its absolute discretion, replace the Prize, or that part of the Prize which is damaged.
- 17) The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage,

personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

- 18) The personal information of Eligible Participants provided in the Entry Form will be collected by the Promoter and stored on the Promoter's databases.
- 19) The Promoter may use, disclose and/or aggregate an Eligible Participant's personal information to conduct the Promotion and for direct marketing, profiling and analytical purposes. This includes to help identify individual preferences, personalise experiences, recommend products and services that may be of interest, and develop consumer insights.
- 20) The Promoter may disclose the Eligible Participant's personal information to third parties including to Heinz Wattie's Limited (Heinz Wattie's) in accordance with its privacy policy which is located at <https://www.wattiesfoodservice.co.nz/privacy-policy> and the Promoter's contractors, agents, gift suppliers, service providers, social media and other online platform operators to help conduct this Promotion and provide personalised marketing, profiling and analytics services.
- 21) By participating in this Promotion, the entrant consents to the use and disclosure of its personal information to the Promoter and any third party that the Promoter discloses the personal information to in accordance with clause 19 above for direct marketing purposes pursuant to the Promoter's Personal Information Collection Notice contained in these Conditions of Entry. The entrant acknowledges that it may opt-out of receiving direct marketing material at any time.
- 22) The Promoter may also disclose Eligible Participant's personal information to the Department Of Internal Affairs lottery department as required under the relevant lottery legislation.
- 23) If an Eligible Participant does not provide their personal information as requested, they may be ineligible to enter or claim a Prize in the Promotion.
- 24) Personal information collected from Eligible Participants will not be disclosed by the Promoter to any entity located outside of New Zealand. The Promoter is bound by the New Zealand Privacy Act 2020.
- 25) Personal information may also be used by the Promoter's related companies for the purposes outlined in clause 19) above.
- 26) If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of COVID-19 government restrictions, bans and/or lockdowns, computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a gift.
- 27) The Promoter/bar staff at participating venues reserve the right to disqualify claims in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a gift, the Promoter or the staff at the Participating Venue will resolve the dispute in direct consultation with the Eligible Participant. If the dispute cannot be resolved, the decision of the Promoter or the Eligible Participant's staff will be final.
- 28) Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 29) This Promotion is governed by the laws of New Zealand. All entrants submit to the jurisdiction of the courts in New Zealand.
- 30) The Promotion is a game of chance.

Personal Information Collection Notice – “Wattie’s Burger Promotion”

Clubs New Zealand Incorporated (**Clubs NZ, we, us, our**) will collect, store and use the personal information you have provided to us pursuant to the terms of this Collection Notice.

Purpose for collection of your personal information

The primary purpose for which we are collecting your personal information is to conduct the “Wattie’s Burger Promotion” (the **Promotion**) and for direct marketing, profiling and analytical purposes, including to help identify individual preferences, personalise experiences, recommend products and services that may be of interest, and develop consumer insights.

You agree that we may also use your personal information for related secondary purposes including:

- to provide you with information (including via email and SMS) about the Promotion and other promotions and offers;
- to provide products and services to you;
- as required or permitted by any law

Consequences if personal information is not collected

If you do not provide us with the personal information we ask for, or the information provided is incorrect or incomplete, you will not be able to participate in the Promotion.

Disclosures of your personal information to third parties

We may disclose your personal information to the following organisations for the purposes described above (as well as otherwise permitted or required under New Zealand law):

- the venue at which you participate in the Promotion;
- our related entities;
- employees, contractors, agents, gift suppliers, service providers, social media and other online platform and external service providers (and those of our related entities);
- as required or permitted by any law

Disclosures of your personal information to overseas recipients

It is unlikely that we will disclose your personal information to any recipients that are based overseas, however to the extent that we do (for example third party cloud storage providers and other service providers), we have taken reasonable steps to ensure that any overseas recipient of your personal information complies with the New Zealand Privacy Principles. By accepting this Collection Notice, you consent to us disclosing your personal information to overseas recipients.

Clubs New Zealand Contact Details

If you have any queries, concerns or other questions regarding Clubs New Zealand collection of your personal information, please contact us at: enquires@clubsnz.com.