

TERMS AND CONDITIONS

1. The promotion is the Sanitarium Weet-Bix Kids TRYathlon™ Family Holiday Prize Giveaway (**Promotion**).
 2. Information on how to enter and the prize/s form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
 3. The promoter is New Zealand Health Association Limited trading as Sanitarium Health Food Company (NZBN 9429035446705) of 124 Pah Road, Royal Oak, Auckland, New Zealand, 1023 (**Promoter**). Phone number: 0800 100 257.
 4. Entry is only open to New Zealand residents aged 6 years or over. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion (or collecting or accepting any prize the subject of this promotion).
 5. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
 6. The promotion commences on 11th September 2020 and entries close at 11:59PM NZST on 31 October 2020 (**Promotional Period**).
 7. To enter the Promotion, individuals must during the Promotional Period, enter the 2020 /21 Sanitarium Weet-Bix Kids TRYathlon™ series. <https://tryathlon.co.nz/>
- All entrants who have validly entered the 2020 /21 Sanitarium Weet-Bix Kids TRYathlon™ series during the Promotional Period will be eligible for the prize draw.
8. Limit on entries: only one entry into the prize draw will be issued for each individual entered into the 2020 /21 Sanitarium Weet-Bix Kids TRYathlon™ series .
 9. 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) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
 10. Incomplete or indecipherable entries will be deemed invalid.
 11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
 12. The Prize:

The prize is two (2) family holiday packages for two adults and two children (**Prize**). There are two (2) Prizes to be won valued at over RRP NZD \$1,600 each.

- Prize 1 is a Rotorua Family Holiday package valued at \$2,000
- Prize 2 is Bay of Islands Family Holiday package valued at \$1,620

Prize 1

'Together in Rotorua' prize package

This package provides the perfect opportunity to come 'Together in Rotorua' with a two night stay at Millennium Hotel Rotorua for two adults and two children and four activities. Valued at \$2,000.00.

Accommodation:

Two night stay for two adults and two children including breakfast at the Millennium Hotel Rotorua

<https://www.millenniumhotels.com/en/rotorua/millennium-hotel-rotorua/>

Activities:

1. **Redwoods Nightlights** – featuring 30 exquisite lanterns, you will be floating between 9-20 metres above the forest floor. This award-winning, eco-tourism walk is 700 metres long, spans across 28 suspension bridges and 27 platforms. <https://treewalk.co.nz/>
2. **Waimangu Volcanic Valley** - discover the Waimangu Volcanic Valley and Lake Rotomahana with the Full Waimangu Experience. <https://www.waimangu.co.nz/>
3. **Rotorua Duck Tours** – the Rotorua City and Lakes tour is a fantastic sightseeing experience, combining the history of Rotorua with the thrill of riding in New Zealand's only genuine operating WW2 landing craft. <https://rotoruaducktours.co.nz/>
4. **Skyline Rotorua** – luge, zoom or swing your way through Skyline Rotorua's adrenaline-fuelled gravity rides with a Half Day Adventure Pass. This pass includes Gondola rides, 5 Luge rides, Zoom zipline (only available Friday – Sunday), Skyswing, and a luge photo. <https://www.skyline.co.nz/en/rotorua/>

PRIZE 2

Bay of Islands prize package

Explore the Bay of Islands with a two night stay at Admirals View Lodge in Paihia for two adults and two children and five activities. Valued at \$1,620.00.

Accommodation:

Two night stay for two adults and two children at the Admirals View Lodge in a 2 bedroom self-contained apartment Located in central Paihia. <https://www.admiralsviewlodge.co.nz/>

Activities:

1. **Bay of Islands Parasail** - Parasail and just sit back relax and enjoy the amazing sceneries at 1300ft. On a clear day you might see the "hole in the rock" and the outer Islands past Russell. <https://bayofislandsparasail.com/>

2. **Waitangi Treaty Grounds Family Pass** - Explore 2 new museums, learn more about our history during the guided tour, watch the carvers, and enjoy an action-packed cultural performance. <https://www.waitangi.org.nz/>
3. **Fullers GreatSights Hole in the Rock Dolphin Cruise** - Island stopover, dolphin viewing and the Hole in the Rock. <https://www.dolphincruises.co.nz/>
4. **Twin Coast Cycle Transport** - Half a day mountain bike hire, enjoy the Pou Herenga Twin Coast Cycleway. <https://twincoastcycletransport.co.nz/>
5. **Voucher for \$50 at the Pizza Shack** - Delicious pizza in the heart of Paihia <https://www.facebook.com/Paihiapizzashack>

- The Prize accommodation is only available for two nights and covers two adults and two children. Any changes to accommodation will be at the prize winners own cost
- The Prize Subject to availability at the activity operators discretion
- The Prize can only be redeemed outside of school holidays and public holidays
- The Prize must be redeemed within six months
- The Prize does not include transport to and from Rotorua or the Bay of Islands or transport to and from activities (unless activity provide this as part of their service).

13. Winner determination:

The draw will take place at the Promoter's premises at 124 Pah Road, Royal Oak, Auckland at 1:00PM NZST on 2 November 2020 (**Draw Date**). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified by email within two (2) business days of the Draw Date.

14. The Promoter's decision is final, and no correspondence will be entered into.

15. There will be two (2) winners chosen on the Draw Date and the winners will receive one (1) Prize each.

16. If a winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

17. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

20. A draw for the prize/s if unclaimed may take place at the Promoter's premises at 124 Pah Road, Royal Oak, Auckland, New Zealand, 1023 at 10:00am NZST on 11 November 2020, subject to any directions from a regulatory authority. In the case of a winner, they will be notified in writing within two (2) business days of the draw.

21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

22. The promoter reserves the right to cancel or amend the Promotion at any time without prior notice.

23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees.

25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

26. Any cost associated with accessing the website/Facebook is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

27. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

28. Where a Promotion is conducted across social media: (a) Entrants' conduct must comply with the rules of that social media platform. (b) Promotions are in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram or Snapchat. These social media platforms are in no way responsible for any aspect of Promotions.

29. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to New Zealand regulatory authorities, and may also use and handle personal information as set out in its privacy policy. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised,

use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter. Visit <http://www.sanitarium.co.nz/privacy> for the Promoter's privacy policy. All personal information will be collected and stored by the promoter, in accordance with the Privacy Act 1993. You have the right to access your personal information and request correction of any errors in it pursuant to the Privacy Act 1993.