

## TERMS AND CONDITIONS

1. The event is the Hibiscus Coast Sanitarium™ Weet-Bix™ Kids TRY CHALLENGE (**Event**)
2. Information on how to enter and the prize/s form part of these Terms and Conditions. Participation in this Event is deemed acceptance of these Terms and Conditions.
3. The promoter is New Zealand Health Association Limited trading as Sanitarium Health Food Company of 124 Pah Road, Royal Oak, Auckland, New Zealand, 1023 (**Promoter**). Phone number: 0800 100 257.
4. The Event commences on 10 March 2021 and entries close at 11:59PM NZST on 5 April 2021 (**Event Period**).
5. Entry is only open to New Zealand residents aged 6 years to 15 years.
6. To enter the Event, individuals must, during the Event Period:
  - have had their entry transferred from a cancelled Sanitarium Weet-Bix Kids TRYathlon™ event; **OR**
  - enter into the Event by registering for the Event using the event form in Register Now.

If transferred to the Event from a cancelled Sanitarium Weet-Bix Kids TRYathlon™ event, entrants have the following options:

- a. Purchase Full “TRY CHALLENGE” Pack + balance of fee refunded
    - TRY DIY Pack includes Event T-Shirt, Swim Cap, Participant Bag, Champions Medal + access to online resources & prizes
    - Cost: \$20 + courier fee
  - b. Purchase a “Medal Pack” + balance of fee refunded
    - Medal Pack includes Champions Medal only + access to online resources & prizes
    - Cost: \$5
  - c. Participate in “TRY CHALLENGE” + Full refund
    - Access to online resources & prizes only
    - No Cost
7. Entrants under 18 years old must have parental/guardian approval to enter the Event and further, the parent/guardian or teacher of the entrant must read and consent to these Terms and Conditions. Parents/guardians or teacher of the entrant must provide safety precautions and adequate supervision of the entrant in participating in the Event. Parent/guardian or teacher acknowledges and accepted that the Promoter shall not be held liable for any injuries suffered by the entrant in participating the Event.

Parent/guardian may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering the Event (or collecting or accepting any prize the subject of this Event)

8. 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 Event. 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.
9. **Prize draws – there are 3 types of prize draws (Video prize, supporter Facebook prize and Spot prize draw):**

**a. VIDEO PRIZE DRAW**

To enter into the Video Prize draw, individuals must:

- (a) Take video of their child participating in the TRY CHALLENGE. Individuals submitting videos of a child that is not their own must have permission of the child's parent or guardian to enter them in the Event, and for the video to be used in accordance with these Terms and Conditions; and
- (b) visit <https://tryathlon.co.nz/locations/hibiscus-coast/#tab-TRY-CHALLENGE-Info> then follow the prompts to the competition entry form, input the requested details and submit the fully completed online entry form; or
- (c) during the Event Period, click on the link contained within any promotional email received from the Promoter which will take the entrant directly to the entry form for the Event, input the requested details and submit the fully completed online entry form.

Any uploaded files must be submitted in accordance with the relevant platform's requirements.

Incomplete or indecipherable entries will be deemed invalid.

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.

If there are issues with uploading the videos/photos, users can contact the Promoter via Sanitarium Weet-Bix Kids TRYathlon™ Facebook (<https://www.facebook.com/tryathlon>) and arrange for an alternative entry method.

**Winner determination:**

- a. The Promoter will at its discretion select its top 3 TRY CHALLENGE Video, based on creative merit, by a panel of judges at **3:00PM** NZST on Tuesday 6<sup>th</sup> April 2021 at Sanitarium Health Food Company of 124 Pah Road, Royal Oak, Auckland.

b. The winners will be notified in writing within two (2) business days. Each winner will receive a TRY CHALLENGE Prize Pack containing:

Weet-Bix product packs (1 x box WB, 1 x box of WB Bites, 1 x box of WB Blends, 1 x 6 pack of Up & Go no added sugar) as well as other items.

#### **b. SUPPORTER FACEBOOK PRIZE DRAW**

To enter into the Facebook Prize draw, individuals must:

- (a) Post a photo or video to the Weet-Bix Kids TRYathlon Facebook page of your TRY CHALLENGE Supporter moments. Individuals submitting images or videos of a child that is not their own must have permission of the child's parent or guardian to enter them in the Event, and for the image to be used in accordance with these Terms and Conditions; and
- (b) visit <https://www.facebook.com/tryathlon> and post your photo in the comments section of the "Show us your Haier Spirit" post ; or
- (c) during the Event Period, click on the link contained within any promotional email received from the Promoter which will take the entrant directly to the promotion Facebook post, and comment on the post.

Any uploaded files must be submitted in accordance with the relevant platform's requirements.

Incomplete or indecipherable entries will be deemed invalid.

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.

If there are issues with uploading the videos/photos, users can contact the Promoter via Sanitarium Weet-Bix Kids TRYathlon™ Facebook (<https://www.facebook.com/tryathlon>) and arrange for an alternative entry method.

#### **Winner determination:**

a. The Promoter will at its discretion select its top TRY CHALLENGE Supporter Image / Video, based on creative merit, by a panel of judges at **3:00PM** NZST 6 April 2021 at Sanitarium Health Food Company of 124 Pah Road, Royal Oak, Auckland.

b. The winner will be notified in writing within two (2) business days. The winner will receive a Haier appliance.

#### **c. SPOT PRIZE DRAW**

a) There will be at least one (1) winner chosen out of all entries into the Event collected as part of a random draw at the end of the Event period on the 6<sup>th</sup> April 2021. The spot draw will take place at

Sanitarium Health Food Company of 124 Pah Road, Royal Oak, Auckland at the outlined date and time for each Event.

The following prizes can be won:

2 x Merchandise packs (tote bag, towel, drink bottle, sunglasses)

1 x \$180 Asics voucher

1 x Garmin Vivofit Jr 2 watch

1 x Rebel Sport prize pack (drink bottle, backpack, sports ball)

1 x Watties toastie machine

3 x Family of 4 Bargain Box vouchers (RRP \$140)

b) The winners will be notified through email within two (2) business days of the draw date. The winner will be published on the Weet-Bix Kids TRYathlon™ event Facebook Page at 12:30pm NZST on Thursday 8<sup>th</sup> April 2021.

16. The Promoter's decision is final, and no correspondence will be entered into.
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. Entrants by participating in the Event also consent to the Promoter using their name, likeness, image and/or voice in any media for an unlimited period without remuneration for the purpose of promoting this Event (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. Entrants agree that they are fully responsible for any materials they submit via the Event including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory,

- obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original artistic or literary work of the entrant that does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

21. If this Event 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 Event, as appropriate.
22. The promoter reserves the right to cancel or amend the Event at any time without prior notice.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees.
24. 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.
25. 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.
26. This Event 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 Event 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 Event (including taking/use of a prize), except for any liability which cannot be excluded by law.

27. Where any part of the Event is conducted across social media: (a) Entrants' conduct must comply with the rules of that social media platform. (b) Events 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 Events.
  
28. The Promoter collects personal information in order to conduct the Event 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.