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## Prize draw terms and conditions

### Prize draw terms and conditions for uvex - NZ Safety Blackwoods Ski competition

#### (Be in it to WIN)

The prize draw (the "Prize Draw") is open to people that enter the prize draw and is only available to New Zealand based entrants.

#### The Promotion:

To enter, buy 10 pairs of gloves from the "uvex Athletic Glove" range [in a single transaction] [instore or online] from NZ Safety Blackwoods (**NZ Safety**) during the promotion period and submit your NZ Safety invoice number to the link below:

<https://info.uvex-safety.com.au/nzsafetyblackwoods-ski-competition>

Customer will be added into the draw for a chance to win:

- 1 x \$1000 travel voucher from House of Travel NZ;
- 2 x Early Bird 3 Multi-mountain, 4-day ski pass supplied by Ski Express.co.nz ("Ski Pass"); and
- 1 x uvex limited edition gold collection ski helmet and goggles,

collectively, the "Prize".

**Duration of promotion:** [12:01AM NZST] April 1, 2021 through until [11:59PM NZST] May 31, 2021  
*[B&B Note: Please confirm start and end times]*

**Prize winner will be selected:** June 14, 2021

To enter the Prize Draw, you must fill in the sign-up form on the UVEX SAFETY AUSTRALIA LIMITED PARTNERSHIP ABN 56 417 194 966 ("UVEX SAFETY AUSTRALIA") website using the link above.

Employees, agencies and distributors, including any of their family members, of UVEX SAFETY AUSTRALIA OR NZ SAFETY, their related bodies corporate or anyone else connected with the Prize Draw may not enter the Prize Draw.

Entrants into the Prize Draw shall be deemed to have accepted these Terms and Conditions.

#### Delivery of the Prize

The Prize will be sent to the winner by UVEX SAFETY AUSTRALIA by courier or delivered in person by a UVEX SAFETY AUSTRALIA employee.

The Prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes.

## **Further entry rules**

Only one entry is permitted per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

An entry is deemed to be received at the time of its receipt by UVEX SAFETY AUSTRALIA and not at the time of transmission. UVEX SAFETY AUSTRALIA's decision is final and no correspondence will be entered into.

UVEX SAFETY AUSTRALIA accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by UVEX SAFETY AUSTRALIA. Entries will be deemed invalid if stolen, forged, mutilated or tampered with in any way.

UVEX SAFETY AUSTRALIA reserves the right to verify the validity of entries and to disqualify any entrant who UVEX SAFETY AUSTRALIA believes has either tampered with the entry process or has submitted an entry that is not in accordance with these Terms and Conditions.

Failure by UVEX SAFETY AUSTRALIA to enforce any of its rights at any stage does not constitute a waiver of those rights.

Incomplete entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.

Each valid entry submitted in accordance with these Terms and Conditions has an equal probability of winning.

All entries are the property of UVEX SAFETY AUSTRALIA.

## **Draw and prizes**

The closing date of the Prize Draw is 11:59PM NZST on May 31, 2021. Entries received outside this time period will not be considered.

On June 14, 2021, one winner will be chosen from a random draw of all valid entries received during the promotion period in accordance with these Terms and Conditions, subject to any directions given by any competent authority.

Total number of prizes = 1. Total prize value = over NZD 3,500. All prize values are the recommended retail price including GST, and are correct at the time of printing.

If UVEX SAFETY AUSTRALIA is unable to supply the nominated prize, or part of any nominated prize, UVEX SAFETY AUSTRALIA reserves the right, subject to the written directions of any competent authority, to supply another prize of greater or equal value.

Any costs associated with entering the Prize Draw are the entrant's responsibility. All additional costs not expressly stated, but which may be incurred in acceptance and use of the prize (including, without limitation, costs incurred for data roaming or costs incurred through prize delivery redirection), are the sole responsibility of the winner.

UVEX SAFETY AUSTRALIA accepts no responsibility for prizes damaged or lost in transit.

### **Notification and redraw**

The winner will be notified in writing and/or by phone using the information supplied in their entry within two (2) days of the winner draw date. The winner's name may be published on UVEX SAFETY AUSTRALIA's website and/or social media pages.

UVEX SAFETY AUSTRALIA will take all reasonable steps to notify the winner of the result of the draw.

If for any reason the winner does not respond to UVEX SAFETY AUSTRALIA and claim the Prize, or an element of the Prize, within 14 days of being notified by UVEX SAFETY AUSTRALIA, then:

- (a) the Prize, or that element of the Prize, will be forfeited by the winner and neither cash nor any other prize will be awarded in lieu; and
- (b) UVEX SAFETY AUSTRALIA will conduct a second chance draw to distribute any unclaimed prizes ("Second Chance Draw").

The winner drawn in the Second Chance Draw will be notified in writing and/or by phone within two (2) days. This process will continue until the Prize has been claimed.

Entrants agree, at UVEX SAFETY AUSTRALIA's request, to participate in any promotional activity (such as an interview) surrounding this Prize Draw or the winning of the Prize. Entrants agree this participation will be free of charge. Entrants consent to UVEX SAFETY AUSTRALIA and its associated agencies' using their name and image in any media in perpetuity, without limitation and without compensation to the entrant.

### **General**

UVEX SAFETY AUSTRALIA reserves the right to request the entrant to produce appropriate photo identification or other documentation (to UVEX SAFETY AUSTRALIA's satisfaction, at its sole discretion) in order to confirm the entrant's eligibility to enter and claim a prize, before issuing a prize.

If for any reason whatsoever beyond the reasonable control of UVEX SAFETY AUSTRALIA, the Prize Draw is not capable of being conducted as reasonably anticipated, UVEX SAFETY

AUSTRALIA reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) to cancel, suspend, modify, terminate or cancel the Prize Draw.

UVEX SAFETY AUSTRALIA assumes no responsibility for, and entrants release UVEX SAFETY AUSTRALIA from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the entrant's participation in this Prize Draw or the conduct of the Prize Draw generally or as a direct or indirect result of an entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the entrant or associated with the equipment or programming used in the conduct of this Prize Draw. If, because of any such problem, this Prize Draw is not able to be conducted as planned and/or the Prize Draw's administration, security, fairness or integrity are compromised or affected, UVEX SAFETY AUSTRALIA may (where necessary with the approval of the relevant competent authority) cancel, terminate, modify or suspend the competition and/or disqualify any entrant involved in interfering or tampering with the conduct of this Prize Draw in any way.

These Terms and Conditions do not, nor do they intend to, limit, exclude or modify any non-excludable statutory guarantee under the Consumer Guarantees Act 1993 (NZ) or any other warranties (whether express or implied) or terms under any state or federal legislation which cannot be excluded.

To the maximum extent permitted by law, UVEX SAFETY AUSTRALIA (including its officers, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the Prize Draw, including, without limitation, the following: (a) any technical difficulties or equipment malfunction (whether or not under UVEX SAFETY AUSTRALIA's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost altered, damaged or misdirected (whether or not after receipt by UVEX SAFETY AUSTRALIA) due to any reason beyond the reasonable control of UVEX SAFETY AUSTRALIA; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax implications; and/or (f) a prize or use of a prize. For the avoidance of doubt, entrants acknowledge that activities associated with use of the Ski Pass can be hazardous and involve the risk of physical injury and/or death. Entrants assume all risks and danger associated with such activities and release UVEX SAFETY AUSTRALIA from all liability associated with entrant's use of the Ski Pass. Nothing in these Terms and Conditions affects the statutory rights of any person under the Consumer Guarantees Act 1993 (NZ) or any other applicable law.

For the avoidance of doubt, entrants acknowledge that use of the Ski Pass may the dangers and risks of the Activity and that the Participant ASSUMES ALL INHERENT DANGERS AND RISKS of the Activity, including those of a “skier” (as may be defined by statute or other applicable law) or other winter sports participant. I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death, which may be above and beyond the inherent dangers and risks of the Activity

UVEX SAFETY AUSTRALIA collects personal information in order to conduct the Prize Draw and provide any goods/services requested and may, for that purpose, disclose such information to third parties, including, but not limited to, prize suppliers or a regulatory authority and for any purpose to which the entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information to UVEX SAFETY AUSTRALIA.

### **Further Prize details**

Gift Card supplied by House of Travel in NZ is subject to the conditions outlined here: <https://www.houseoftravel.co.nz/hot-info/house-of-travel-gift-card>.

Gift Card can be redeemed at any House of Travel in NZ and is valid for 10 years.

House of Travel terms and conditions summary:

- Gift cards are issued by House of Travel and can be used to purchase travel products at any House of Travel outlet in New Zealand.
- Where no name is indicated on the card they can be redeemed by the then cardholder.
- Any unused sum on the gift card expires 10 years after the date the gift card is last used.
- The sum on the gift card can be used all at once or multiple times until the balance reaches zero.
- The gift card may not be refunded or redeemed for cash.
- Gift Cards will not be replaced if lost, stolen or damaged.
- House of Travel may in its sole discretion place a stop on the use of a gift card if a gift card is reported as being lost or stolen or House of Travel believes it is being used contrary to these terms and conditions.

Ski pass supplied by Ski Express.co.nz and is subject to the conditions outlined here: <https://www.skiexpress.co.nz/shop/cardrona-treble-cone-early-bird-lift-pass-adult/>

- Can be redeemed at Cardrona or Treble Cone
- Valid for use in the 2021 ski season only
- Flexible, Days do not have to be consecutive.
- RFID lift pass technology – straight to the gate
- Gives visitors access to the country’s first express chondola, a combination of 6-seater chairs and 8-person gondola cabins.
- Hit the best parks & pipes with heaps of progressive terrain. Plus you get access to one of very few permanent 22ft superpipes in NZ and the Southern Hemisphere.

- The most comprehensive children's programs and facilities for all ages.

UVEX SAFETY AUSTRALIA and its related bodies corporate are not responsible or liable for any direct or indirect loss suffered by any entrant as a direct or indirect result of the conduct of House of Travel in NZ or Ski Express.co.nz.