Agrecovery Competition Terms and Conditions

- These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Rules (" Rules") and apply to competitions included on the <u>www.agrecovery.co.nz</u> website (" Competition"), unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Rules.
- 2. Rules specific to each Competition are displayed in a notice included on the <u>www.agrecovery.co.nz</u> web page posting for such Competition (" **the Competition Notice**") and are incorporated herein. In the event of discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.
- 3. Agrecovery Programme Managers 3R Group (" **Agrecovery**") reserves the right to cancel or amend the Competition, the Competition Notice or these Rules at any time without prior notice. Any changes will be posted either within the Competition Notice or these Rules.
- 4. In the event of any dispute regarding the Rules, Competition Notice, conduct, results and all other matters relating to a Competition, the decision of Agrecovery shall be final and no correspondence or discussion shall be entered into.

Qualifying Entrants

- 5. To qualify to enter the Competition you must be resident in New Zealand.
- 6. Employees of Agrecovery, Agrecovery brand owners, Agrecovery collection site staff or any company involved in the Competition or any such persons subsidiary or associated companies, agents or members of their families or households, are not eligible to enter the Competition. Agrecovery reserves the right to verify the eligibility of all entrants.
- 7. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete.
- 8. Agrecovery reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these terms and conditions.
- 9. In the event that any entrant is disqualified from the Competition, Agrecovery in its sole discretion may decide whether a replacement should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.

Competition Entries

- 10. Agrecovery Terms and Conditions apply to all competitions.
- 11. Multiple entries are allowed. Every collection receipt issued by an Agrecovery Collection site during this period automatically constitutes an entry into the draw.
- 12. Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry.
- 13. Proof of recycling will be accepted as proof of entry. Agrecovery cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.
- 14. Competition participants (" Competitors") must be 18 years of age or more.

- 15. The Competitors biographical details and names and photographs of the Competitors may be used for publicity purposes in all media by Agrecovery and Competitors agree that they must make themselves available for this purpose.
- 16. Any prize will be issued to the registered Agrecovery member.
- 17. Any prize(s) shown in promotional literature are for illustration purposes only. The actual prize(s) may differ to that shown.
- 18. Where the prize is a trip, the prize does not include the cost of passports, visas, medical expenses, spending money, airport or hotel transfers, travel or personal insurance, items of a personal nature, meals or beverages, airport or port taxes, government taxes or levies, laundry, telephone calls, additional nights or room upgrades. The prize is non-transferable and not redeemable for cash. All components of the prize must be taken together.
- 19. It is a condition of accepting a travel prize that the winner may be requested to present a credit card upon arrival at the hotel to cover all incidentals which may be incurred.
- 20. The prize winner is advised that tax implications may arise from prize winnings and independent financial advice should be sought prior to acceptance of the prize.
- 21. Prize winners will be notified in the manner and within the time specified on the Competition Notice. Return of any prize notification as undeliverable or failure to reply as specified in the notification within the time stated therein may result in disqualification and selection of an alternate winner. If more than one prize is awarded only one prize per entrant will be awarded.
- 22. Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.
- 23. Prize value is accurate at time of printing. Prizes are non-transferable and there is no cash alternative. Agrecovery reserves the right to substitute prizes of equal or greater value at any time.
- 24. All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses, upgrades, etc) as the case may be, unless specifically stated, are the sole responsibility of the prize winner.
- 25. If for any reason this Competition is not capable of running as planned including, but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Agrecovery which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, Agrecovery reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition.
- 26. To the full extent permitted by law, Agrecovery will not be liable to the winner in respect of any claim for any loss, damage or injury whatsoever (including, without limitation, any consequential, indirect, special, punitive or incidental damages) or for any physical or mental injury suffered by the winner or friend as a result of or in connection with the Competition or by reason of the utilisation or application of any prize won in the Competition.
- 27. Agrecovery respects privacy rights under the Privacy Act 1993 and is required to comply with the privacy principles in respect of the collection of personal information from individuals.
- 28. These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the non-exclusive jurisdiction of New Zealand courts.