

QUEENSGATE SHOPPING CENTRE

Queensgate Shopping Centre Christmas Gift Card Promotion

Terms and Conditions

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The promotion is open to New Zealand residents 16 years and over. Employees of the Promoter and any agency involved with this promotion, including any tenants or retailers at Queensgate Shopping Centre, and the immediate families of such employees, are not eligible to enter. Immediate family includes the spouse, defacto spouse, child, parent, or sibling.
3. The promotion commences at 9:00am on Friday 7 December 2017 and closes at 10:00pm on Thursday 21 December 2017
4. To enter the promotion, during the Promotional Period an entrant must:
 - (a) Purchase a Queensgate Gift Card to the value of \$20 NZD or higher from the Queensgate Customer Service Desk;
 - (b) Eligible customers will be offered a token which they can then place in one of three slots in the entry box to vote for the charity they would like to be donated \$3,000 this Christmas.
5. To be eligible, a Queensgate Gift Card to the value of \$20 NZD must be purchase from the Queensgate Customer Service Desk.
6. The three charities that customers can vote for are: Te Omanga Hospice; Wellington Regional Children's Hospital; and The Eastern Hutt Rotary Club.
7. The charity that receives the most votes will receive a donation of \$3,000 NZD the charity with the second most votes will receive a donation of \$1,000 NZD and the charity with the third \$500 NZD.
8. All votes will be counted on Friday 22 December in order to notify the organisations of their pending donations.
9. Donations will be paid to the nominated charities in early 2018.

10. Once awarded, the Promoter is not liable for any gift that has been lost, stolen, forged, damaged or tampered with in anyway.
11. Neither the Promoter nor any other entity associated with this promotion will be responsible for any late, lost, misdirected, corrupted, incomplete or incorrectly submitted entries, including but not limited to entries not received due to technical problems or human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.
12. The Promoter reserves the right to allow or disallow entries in its absolute discretion and without giving reasons.
13. The Promoter reserves the right, at any time, to verify the validity of entries and determine the eligibility of entrants (including an entrant's identity and age) and to disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
14. By entering this Promotion, entrants agree to the use of their names, photographs and likeness for promotional/advertising purposes without charge, and agree to make themselves reasonably available for this purpose. The ensuing copyright will rest with the Promoter, without any claim to compensation from the entrants.
15. The gift must be collected in person from Queensgate Shopping Centre at the Customer Services Desk, on the same day as the purchase is made. Arrangement may, at the discretion of the Promoter, be made to deliver the gift to an address in New Zealand.
16. Entrants acknowledge and agree that he or she will comply with all instructions given by employees of the Promoter and other agencies associated with this promotion, and agree not to do anything that may bring the Promoter into disrepute.
17. Entrants agree that as a condition of receiving the gift, he or she may be required to execute a waiver and indemnity in the form provided by the Promoter.
18. If an entrant cannot accept the gift for any reason, that gift will be void and no compensation will be payable.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. All decisions made by the Promoter, its employees or agents are final and no correspondence will be entered into.

21. The Promoter may amend, suspend or cancel any aspect of the promotion (including any prize/ gift) at any time at its sole discretion.
22. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), 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 the Promotion, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected ; (d) any variation in the prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a prize.
23. As a condition of participating in the promotion, the entrants indemnify the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with the promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which an entrant may incur arising out of their participation in the promotion and/or using the gift, howsoever caused.
24. The Promoter collects and holds personal information provided by entrants for the purposes of this promotion, and to advise details of further promotions by mail, email or text. Failure to provide requested personal information may disqualify a person from being able to receive a gift. All personal information provided by entrants will be held by the Promoter at the address specified in clause 27 below. Under the Privacy Act 1993, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email to hello@queensgateshoppingcentre.co.nz.
25. The Promoter is Queensgate Shopping Centre, Cnr Queens Drive and Bunny Street, Lower Hutt, Wellington, New Zealand.