

QUEENSGATE SHOPPING CENTRE

Queensgate Shopping Centre Food Retailer 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 Thursday 6 July 2017 and closes at 9:00pm on Thursday 20 July 2017 OR when product (being the \$5 Gift Cards) runs out ("Promotional Period").
4. To enter the promotion, during the Promotional Period an entrant must:
 - (a) Spend \$20 or more at any qualifying Queensgate food retailer (see clause 7.) as evidenced by the entrant's receipt; and
 - (b) On the same day the purchase is made, visit the Customer Services desk on Level 1 of the Centre; and
 - (c) Show the qualifying receipt to the Customer Services Representative; and
 - (d) Complete the following details: full name, phone number, email address, suburb, and store the purchase was made; and
 - (e) Redeem a free \$5 Queensgate Gift Card which can be spent at any Queensgate store excluding Countdown, Chef's Palate, and Number One Shoe Warehouse.
5. Only one entry (Gift Card redemption) may be submitted per person per day. Each entry must be submitted (the Gift Card collected) on the same day as the purchase is made.
6. To be eligible, the amount of \$20 NZD must be spent in one purchase/ transaction at an eligible Queensgate store during the promotional period.
7. Eligible stores in this promotion are as follows: Butlers Chocolate Café, Columbus Coffee, Gloria Jeans Coffee, Kyoto, Mrs Higgins, Muffin Break, Nando's, Sierra Coffee, St Pierre's, The Coffee Club, The Spice Traders, V2 Salads, Yoghurt Story, Zampelles, Burger King, Chef's

Palette, Coriander, Donut King, McDonald's, Rutherford Roasts, Sen Donburi, Sen Sushi, Shalimar Kebabs, Shamiana, Subway, Tank Juice, Wendy's Supa Sundaes, Wok's Up, Zuzu's Gelato. Purchases at all other stores are not eligible in this promotion.

8. There are 5000 \$5 (NZS) Queensgate Gift Cards available. Gift Cards are bound by the terms and conditions of the Queensgate Gift Card programme.
9. If the 5000 Queensgate Gift Cards run out before the promotions end date of Thursday 20 July, then the promotion will end early and all efforts will be made to inform customers of this early finish by announcing the early ending on Facebook, online at queensgateshopping.co.nz, and by removing all collateral from the Shopping Centre.
10. The Gift Cards are not transferable, changeable or redeemable for cash.
11. Once awarded, the Promoter is not liable for any gift that has been lost, stolen, forged, damaged or tampered with in anyway.
12. In the event that the Queensgate Gift Card becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative gift.
13. 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.
14. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. If an entrant cannot accept the gift for any reason, that gift will be void and no compensation will be payable.
21. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
22. All decisions made by the Promoter, its employees or agents are final and no correspondence will be entered into.
23. The Promoter may amend, suspend or cancel any aspect of the promotion (including any prize/ gift) at any time at its sole discretion.
24. 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.
25. 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.

26. 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. You will always be given the right to opt out of receiving further communications. 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.

27. The Promoter is Queensgate Shopping Centre, Cnr Queens Drive and Bunny Street, Lower Hutt, Wellington, New Zealand.