

## **Suntory BOSS Cooler NZ Route Promotion Terms & Conditions**

1. The promoter is Suntory Beverage & Food New Zealand Ltd. 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand.
2. The promotion is only open to New Zealand residents aged 18 years and over.
3. Employees (and their immediate families) of Suntory Beverage & Food New Zealand Ltd. and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
4. The Promotion opens at 12.01am 1st March 2025 and closes at 11.59pm 31st March 2025 (“Promotional Period”).
5. The promotion will be run in association with Participating Stores which display promotional material advertising this promotion during the Promotional Period (“Participating Stores”).
6. Qualifying products are any Suntory BOSS Coffee 179-237mL product (“Qualifying Products”).
7. To enter the promotion, you must:
  - a. Purchase any Qualifying Products in one transaction from a Participating Store during the Promotional Period (“Qualifying Transaction”);
  - b. Record your name, phone number and DOB on the back of your entry pad, and;
  - c. Place your entry pad in the entry box located on site at the time of the Qualifying Transaction.
8. Entries made outside of the promotional period will not be entered into the Prize Draw.
9. In the event that an entry pad is not automatically provided to an individual on completion of their Qualifying Transaction, it is the individual’s responsibility to request one from the Participating Store.
10. Prize: There is one (1) Prize to be won from each Participating Store. Each Prize includes 1 x Suntory BOSS branded Cooler (“Prize”) with an RRP of \$200 NZD to be won from each Participating Store. A maximum of 1 Prize may be won by an entrant.
11. The Prize RRP is correct as at the time of drafting these Terms and Conditions. The Promoter takes no responsibility for any change to the RRP of the Prize.
12. Limit of one entry per Qualifying Transaction, per day, regardless of the number of Qualifying Products purchased.
13. The prize winners will be determined by way of random Prize draw, which will take place at the conclusion of the Promotional Period at each Participating Store from all valid entries received during the Promotional Period. The draw conductors may draw additional reserve entries in case an invalid entry or entrant is drawn.
14. In the event that (a) an ineligible entry is drawn (for example if the entrant is not a New Zealand resident or is not over 18 years), or (b) a winner has already been selected to win a Prize, or (c) the Promoter, Raydar and/or associated agencies are unable to contact a winner within seven days of the prize draw, having made reasonable attempts to do so, the Promoter may deem that winner’s entry invalid and select a new winner on the same terms as the original prize draw. In that case, the original winner is not

entitled to any compensation. If a winner cannot accept or take part in the prize for any reason, that winner's prize will be void and no compensation will be payable.

15. Information on how to enter and prizes form part of these terms and conditions. Participation in this promotion is deemed acceptance of these terms & conditions.
16. 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. Prize winners may be asked to show valid proof of identity at the time of accepting their prize.
17. The Prize winner must collect their Prize from the Participating Store where they made their winning purchase within 14 days of being contacted by the Promoter. If the Prize winner does not collect their Prize within that period, their Prize will be void and no compensation will be payable.
18. If a winner cannot accept their Prize for any reason, their Prize will be void and no compensation will be payable.
19. Prizes are not transferable, changeable or redeemable for cash.
20. In the event that a Prize or any part of a Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative prize.
21. Acceptance of a prize is deemed consent for the Promoter to use the winner's details for promotional and media purposes without compensation, and any copyright will vest in the Promoter.
22. The Promoter's decision is final on all matters and no correspondence will be entered into.
23. The Promoter reserves the right to amend, suspend or cancel any aspect of this promotion (including any Prize or term) at any time in its sole discretion.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. The Promoter reserves the right to verify the validity of a winners' entry and disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant or an entrant has behaved in a fraudulent, dishonest or disruptive manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
26. If this promotion 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 promotion, as appropriate.
27. The winners acknowledge and agree that they will comply with all instructions given by employees and agents of the Promoter and other agencies associated with this promotion and agree not to do anything that may bring the Promoter into disrepute.
28. To the extent permitted by law, the Promoter and its agents take no responsibility for any failure of any entry to be entered into the promotion due to, without limitation, technical malfunction or human error. The Promoter and its agents are not responsible for late, lost, misdirected or incorrectly submitted entries. Incomplete or indecipherable entries will be deemed invalid.
29. As a condition of participating in the promotion, each winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this promotion against all claims, damages, liabilities, costs, and expenses (including costs on a solicitor-client basis) which a

winner may incur arising out of their participation in the promotion and/or participating in the prize, howsoever caused.

30. Except for any liability that cannot be excluded by law, the Promoter 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.
31. The Promoter and the Agency collect and hold personal information provided by entrants for the purposes of this Promotion and for future promotional purposes. For the purposes of notifying the winner and facilitating redemption of a prize, the Promoter and the Agency may pass winners' personal details to their agencies and other associated organisations. Failure to provide requested personal information may disqualify a person from entering the promotion or being able to receive a prize. All personal information provided by entrants will be held by the Promoter. Under the Privacy Act 2020, 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 [promos@raydar.co.nz](mailto:promos@raydar.co.nz)
32. Any questions relating to this promotion should be referred to [promos@raydar.co.nz](mailto:promos@raydar.co.nz)