

Pringles Mystery Flavour (NZ) Terms and Conditions

Key Conditions of Entry

Promoter	Pringles International Operations SARL New Zealand Branch, Level 1, 11 Falcon Street, Parnell, Auckland 1052.
Promotion	Pringles Mystery Flavour (NZ) Promotion
Entrants and Exclusions	<p>This Promotion is open to New Zealand residents aged 18 years or older (Eligible Entrant).</p> <p>Employees (and their immediate families) of the Promoter, participating retailers and their employees, and agencies and representatives associated with this Promotion are ineligible to enter. For the purposes of these Terms immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.</p>
Promotion Period	The Promotion Starts at 9.00am NZST on 01 March 2020 and Ends at 11:59pm NZST on 31 July 2020.
Entry	<p>Eligible Entrants must:</p> <ul style="list-style-type: none"> (a) visit www.pringles.com.nz/mysteryflavour (Promotional Website); and (b) complete the online entry form providing all the required details which may include without limitation first and last name, phone number, and email address; and (c) guess the Pringles mystery flavour. <p>Only the entries that correctly guess the Pringles mystery flavour will go into the draw to win NZD\$10,000.</p>
Limit	Eligible Entrants can submit one entry per day of the Promotion Period, provided each entry meets these terms and conditions. Maximum 1 prize per winner. This means that the winner from the first prize draw is not eligible to go into the second prize draw.
Prize	NZ\$10,000 per prize draw. Total prize pool NZ\$20,000.
Prize Draw	<p>Two prize draws will take place as set out below and 1 prize of AU\$10,000 will be given away in each prize draw.</p> <p>The first prize draw will take place at 5 Eglon St, Parnell, Auckland 1052 at 10.00am NZST on Friday 7 August for all eligible entries received between 9:00am 1 March 2020 and 11:59pm 30 April 2020 which have correctly guessed the mystery flavour.</p> <p>The second prize draw will take place at 5 Eglon St, Parnell, Auckland at 10.15am NZST on Friday 7 August 2020 for all eligible entries received between 12:00 midnight 1 May 2020 and 11:59pm 31 July 2020 which have correctly guessed the mystery flavour.</p> <p>The draws are electronic.</p> <p>Eligible Entrants are not required to be at the Prize Draw to claim the Prize.</p>

Notification	The winners will be notified via email within two (2) business days of the Prize Draw or and Unclaimed Prize Draw (if applicable).
Claim Period	If the Prize is not claimed by 9.00am NZST on 5 November 2020, the Prize will be forfeited and the Promoter may determine an alternative winner via an unclaimed prize draw, subject to any regulatory instructions.
Unclaimed Prize Determination	If required, and subject to any regulatory instructions, the Promoter will conduct a further draw from all Eligible Entrants in the Promotion to distribute unclaimed prize at the premises of 5 Eglon St, Parnell, Auckland 1052 on 5 November 2020 at 10:00am NZST and the winner will be notified within two (2) business days of the draw.
Prize Winner Publication	The names of the winner will be published on the Promotional Website on 14 August 2020. In the event of an unclaimed prize draw, the winner will be published on the Promotional Website by 12 November 2020.
Prize Conditions	The Prize will be awarded as a crossed cheque made out to the winner, or by EFT if the winner so requests.

Standard Conditions of Entry

- 1) These Standard Conditions of Entry are to be read in conjunction with the Key Conditions of Entry. To the extent there is any inconsistency between them, the Key Conditions of Entry prevail.
- 2) By entering this Promotion, Eligible Entrants agree to be bound by these Terms. Information on how to enter and prizes form part of these Terms.
- 3) The Promoter reserves the right to amend these Terms if this Promotion cannot be run as originally planned, subject to any written directions from any regulatory authority. The Promoter may also modify, cancel, terminate or suspend this Promotion if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, subject to any written directions from any regulatory authority. The Promoter will disqualify any individual who has tampered with the entry or claim process or any other aspect of this Promotion.
- 4) The Promoter, its employees (and their immediate families), agencies and representatives associated with this Promotion will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer or line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur which is connected with their entry or as a consequence of late, lost or misdirected mail or email.
- 5) The Promoter reserves the right to request the winner sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 6) Incomplete, indecipherable or illegible entries will be deemed invalid.
- 7) 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.
- 8) The Promoter's decision in relation to all aspects of this Promotion are final and no correspondence will be entered into.
- 9) The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The

Promoter's legal rights to recover damages or other compensation are reserved. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

- 10) It is a condition of accepting any prize that the claimant must comply with all the conditions of use of the prize and Prize Supplier's requirements. The prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the prize as stated.
- 11) If for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 12) Any cost associated with accessing the Promotional Website is the claimant's responsibility and is dependent on the internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
- 13) The Prize is not transferable. The Prize must be taken as a whole (to the extent relevant) and as stated in these Terms. If a prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any written directions from any regulatory authority.

Privacy Collection Statement

- 14) Eligible Entrants' participation in this Promotion is conditional on providing personal information.
- 15) The Promoter and its related entities collect the Eligible Entrants' personal information for the purpose of conducting and promoting this Promotion. The Promoter may disclose personal information collected to an agent or any other third party who is engaged to assist in carrying out this Promotion, including prize fulfilment. The Promoter may also disclose personal information collected to New Zealand regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy a copy of which can be found at <https://www.pringles.com/au/privacy-policy.html>. The Privacy Policy contains information on:
 - (a) how an Eligible Entrant may opt out, access or update their Personal Information that is held by the Promoter and seek correction of such information; and
 - (b) how an Eligible Entrant may complain about a privacy breach and how the Promoter will deal with such a complaint
- 16) The Promoter will not disclose the eligible entrants' personal information to any entity outside New Zealand.
- 17) You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Pringles International Operations SARL New Zealand Branch, Level 1, 11 Falcon Street, Parnell, Auckland 1052 or by calling 0800 881 889.

Copyright, Statutory guarantees, Waiver and liability

- 18) Eligible Entrants' consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner of any prize in this Promotion (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 19) All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. In participating in the prizes, the winner agree to participate and co-operate as required in all editorial activities relating to this Promotion, including but not limited to being interviewed and photographed. The winner agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winner will not be entitled to any fee for such use.
- 20) Nothing in these Terms limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act 1993 (NZ) and Fair Trading Act 1986 (NZ), as well as any other implied warranties under the or similar consumer protection laws in New Zealand (**Non-Excludable Guarantees**).

- 21) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its employees (and their families), agencies and representatives associated with this Promotion) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry, claim or prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms; (e) any tax liability incurred by a winner or entrant; or (f) taking and/or use of a prize.

Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

Social Media

- 22) Each Eligible Entrant acknowledges and agrees that:

- a) the Promotion is administered by the Promoter;
- b) the Promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook;
- c) the Eligible Entrant is providing the information to the Promoter and not to Facebook; and
- d) to the fullest extent permitted by law, Facebook (including its officers, employees, and agents), will not be liable in any way (including negligence) for any loss or damage (including the loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion.

Jurisdiction

- 23) The laws of New Zealand apply to this Promotion to the exclusion of any other law. Eligible Entrants submit to the exclusive jurisdiction of the courts of New Zealand.