

WESTGOLD AUSTRALIA SAMPLING ACTIVATION PROMOTION

Terms and Conditions of entry

1. Promotion: Your entry into and participation in any competition promoted at the Westgold Australia Sampling Activation event is deemed acceptance of these Terms and Conditions which includes any information on how to enter and win prizes.
2. The promoter is Westland Dairy Company Limited ('Promoter')
3. Who can enter? Entry is open to residents of Australia. You are not eligible to enter if you are an employee of the Promoter or its related corporations or agencies, or a member of an employee's immediate family.
4. Promotional Period: the promotion will commence on 29/06/2022 and will finish on 02/07/2022 ('Promotional Period').

How to enter

5. To enter the Promotion and be eligible to win, you must, during the Promotional Period, follow the instructions set out in the competition details displayed at the sampling activation event you attend. These instructions state conditions to enter are uploading an Instagram story (video or image) of the event and tagging @westgoldnz. Your Instagram profile must be public to be eligible. You are not permitted to use any automated entry software or any other mechanical or electronic means that allows you to automatically enter, or enter repeatedly and you are responsible for any associated costs such as internet access.
6. Prize: The prize is 1x \$1000 AUD Mastercard Prepaid Gift Card. Prizes are not transferable, changeable or redeemable for cash.
7. Prize draws: The Prize draw will be held on Tuesday 5th July 2022 and winner announced on 05/07/2022. The winner will be randomly drawn from all eligible entries.
8. Notification to winner(s): Winners will be announced on the Westgold Facebook or Instagram page. The Promoter may also send a Facebook or Instagram private message to the winner's Facebook or Instagram account.
9. Accepting the prize: Following the Facebook or Instagram announcement, winners will need to send a Facebook or Instagram private message to the Westgold Facebook page with the winner's contact details. This will enable the Promoter to supply their prize and will be deemed to be acceptance of the Prize. If the winner does not accept the prize within seven (7) days of being notified, the prize will be forfeited. The Promoter reserves the right to award any forfeited prize to another eligible entrant. If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's parent or guardian.

Your entry

10. You promise and warrant that all the details submitted with your entry are true and correct, and, if you are post or upload a photo or written response:
 - a) you have all of the necessary rights, consents and licences to grant the rights to the Promoter as set out in these Terms and Conditions;
 - b) your entry is original, solely your own and has not been communicated to the public before;
 - c) your entry does not infringe the intellectual property rights of any third party; and
 - d) the exercise of any rights granted by you to the Promoter is at the complete discretion of the Promoter, including any communication of your entry to the public.
11. By submitting your entry, you grant the Promoter and its licensees and assignees a perpetual, world-wide, royalty free, licence to exercise all rights (including intellectual property and privacy rights) to your entry and any other material provided by you to the Promoter in relation to the Promotion at any time. You consent to your entry being edited or adapted or modified at any time and in any manner by the Promoter or its agents, licensees and assignees.
12. Receipt of entries: 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. Entries are deemed to be submitted at the time of receipt by the Promoter or its agents.

General Terms

13. Instagram terms: Entry into the promotion is dependent on you following and acting in accordance with the Instagram Terms of Use, which can be viewed at: <https://help.instagram.com/>. Please note that you do not have to tag your friends or share any content on your page or a friend's page as part of any entry.
14. No endorsement: You acknowledge and agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with any software, application or website used to enter the Promotion, including Instagram. If you use any software, application or website to enter the Promotion, that use is subject to any applicable terms of use. In the event of any inconsistency between such terms and these Terms and Conditions, these Terms and Conditions will prevail.
15. Promoter's rights: The Promoter reserves the right to:
 - a) provide an alternative prize of equal monetary value in the event that a prize or any part of a prize becomes unavailable for any reason beyond the Promoter's control;
 - b) disallow entries in its absolute discretion;
 - c) verify the validity of entries and determine the eligibility of entrants (including an entrant's identity) and to disqualify any entry or refuse to award a prize where dishonest 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, or where an entry, in the Promoter's opinion includes objectionable content, profanity or potentially insulting, inflammatory or defamatory statements.

- d) to terminate this promotion or amend any aspect of this promotion (including the prize) without notice at any time in its sole discretion in the event that this promotion or any aspect of this promotion cannot be reasonably conducted as planned;
 - e) enforce any of its rights at any stage and failure to do so does not constitute a waiver of those rights.
16. Exclusion: The Promoter shall not be liable for any loss or damage whatsoever which is or may be suffered (including but not limited to indirect or consequential loss) or for personal injury which is or may be suffered or sustained, in connection with participation in the promotion or accepting any prize, except for any liability which cannot be excluded by law.
17. Indemnity: As a condition of participating in a promotion, all participants indemnify the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with that promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which the Promoter may incur arising out of the participants and winner's participation in the promotion and/or participation in a prize, howsoever caused.
18. Publicity: By entering the draw or accepting a prize you consent to the use of your name, likeness, image or voice in any media for an unlimited period of time without remuneration for the purposes of the Promotion and promoting any products manufactured, supplied or distributed by the Promoter.
19. Privacy: The information collected about entrants in the course of the Promotion has been requested to enable the Promoter to conduct the Promotion in accordance with these Terms and Conditions (including publicity), and for promotional purposes. All personal information collected will be used and retained in accordance with the Westland Milk Products Privacy Policy which can be found on the Westland Milk Products website: <https://www.westland.co.nz/en/terms-and-conditions/>
20. Your personal information: A request to access, update or correct any information should be directed to the Promoter.
21. All decisions of the Promoter are final and no correspondence will be entered into.