

Westgold Win A Smeg Stand Mixer Competition Terms and Conditions

1. These terms and conditions relate to the Westgold Win A Smeg Stand Mixer Competition (“**Promotion**”). Information on how to enter and prizes forms part of, and entry into the Promotion is deemed to be acceptance of, these terms and conditions.
2. The promoter is Westland Dairy Company Limited (“**Promoter**”).
3. The Promotion commences on 08:00am Tuesday 14 June 2022 and closes 11:59pm Saturday 18 June 2022 (“**Promotional Period**”). Entries received outside of the Promotional Period will not be accepted.
4. The Promotion is open to persons 18 years or older who are residents of New Zealand. Persons who wish to participate must have an Instagram account.
5. In order to be eligible for a prize, Participants must ensure that their privacy settings on their Instagram account allow for their post to be publicly discoverable.

How to enter

6. To be eligible to enter into the Promotion you must:
 - a. Visit the Westgold Artisan Bakery activation at any of the 5 Auckland locations (see appendix)
 - b. Take a fun photo at the activation you attend and upload a photo to Instagram, tagging @westgoldnz
7. Employees (and their immediate families and Businesses) of the Promoter, its related companies and any other companies associated with the Promotion are ineligible to enter.
8. You may enter only once.

Draw and Winner Notification

9. A draw will take place at 10.00am on Monday 20th June 2022. Three (3) winners will be randomly drawn from all eligible entries who have entered the Competition by following the process set out at clause 6 above.
10. Winners will be announced on the Westgold Instagram page on Tuesday 21st June 2022. The Promoter may also send an Instagram private message to the winner’s Instagram account.
11. Accepting the prize: Following the Instagram announcement, winners will need to send an Instagram private message to the Westgold Instagram page

with their contact details. This will enable the Promoter to supply their prize and will be deemed to be acceptance of the Prize.

12. If a winner has not responded within five days of the announcement, that winner shall forfeit the prize and the Promoter reserves the right to award any forfeited prize to another eligible entrant.
13. In addition to complying with these terms, you must also comply with any terms of use relating to Instagram. The Promotion is in no way sponsored, endorsed, administered by, or the responsibility of, Instagram, or any party other than the Promoter.
14. All entries are deemed to be received at the time of receipt of the post on Instagram as applicable, and not at the time of transmission by you.
15. The Promoter's decision is final and no correspondence will be entered into.

Your entry:

16. You promise and warrant that all the details submitted with your entry are true and correct, and, if you post or upload a photo:
 - a. you have all 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.
17. 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.

General Terms

18. The Promoter reserves the right to change these terms and conditions without prior notice.
19. Prizes cannot be varied and are not transferable or redeemable for cash (unless they are cash). In the event that a winner does not take an element of

the prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner.

20. The Promoter reserves the right to request the winner to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity. In the event that such proof is not provided by the winner or is not suitable to the Promoter, then that winner shall forfeit their rights to any prize.
21. The Promoter reserves the right to verify the validity of entries and to disqualify any entry (including the winning entry) which, in the Promoter's opinion includes objectionable content, profanity or potentially insulting, inflammatory or defamatory statements.
22. The Promoter may disqualify any entry or individual (including any prize winner) who tampers with the entry process, submits an entry not in accordance with the terms and conditions, breaches these terms and conditions, or who has, in the opinion of the Promoter, engaged in conduct which is unlawful, improper, fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promoter or Promotion.
23. The Promoter is not responsible for any problems or technical malfunction of any web site, telephone network or lines, computer systems, servers, providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof.
24. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries.
25. If for any reason the Promotion is not capable of running as planned for reasons including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to cancel, suspend or modify the Promotion.
26. The Promoter takes no responsibility for lost, damaged, misdirected, late or illegible entries or any entries that for whatever reason, are not received by the Promoter or are incomplete.
27. The winner of any prize agrees to co-operate with all reasonable media editorial requests relating to the prize, including being interviewed, photographed or filmed. The winner permits having their name, image and/or voice appear in connection with the Promotion, the Promoter or the

advertising or marketing thereof, in any media whatsoever throughout the world.

28. As a condition of participating in this Promotion, all participants indemnifies 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.
29. All entries become the property of the Promoter, and entrants acknowledge and agree that the Promoter may reproduce and use entry content as it sees fit, including to host, store, reproduce, licence, modify, create derivative works, publicly display, and/or distribute such content. By entering the Promotion, entrants represent and warrant that at the time of entry, they own all rights to the content submitted in their entry, and that the content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.
30. 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/>
31. A request to access your personal information, update or correct any information should be directed to the Promoter at their address Westland Dairy Company Ltd, 56 Livingstone Street, Hokitika, 7810.

APPENDIX

Westgold Artisan Bakery Activation Dates & Locations

DAY	DATE	TIME	LOCATION
TUESDAY	14 June 2022	0800 - 1400	Britomart Train Station
WEDNESDAY	15 June 2022	1500 - 1930	Netball North Harbour
THURSDAY	16 June 2022	0800 - 1400	Britomart Takutai Square
FRIDAY	17 June 2022	1100 - 1700	New World Whangaporoa
SATURDAY	18 June 2022	0800 - 1400	Ponsonby Rugby Club

