Europcar New Zealand RENT, ROAR, WIN! Competition Terms and Conditions

- 1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
- 2. This competition is a game of chance. Skill plays no part in determining the winner.
- 3. Entry is open to all residents of New Zealand aged 21 years or over.
- 4. Employees and their immediate families of CLA Trading Pty Ltd (trading as Europear Australia) ("The Promoter"), and Universal Pictures New Zealand Pty Ltd (Universal Pictures) ("The Sponsors"), Engage Australia Pty Limited, and their associated agencies and companies are not eligible to enter.
- 5. The competition commences on Saturday 19 May 2018 at 09:00 (NZST) and concludes on Sunday 24 June 2018 at 23:59 (NZST) ("Promotional Period").
- 6. Subject to clauses 8 to 11 to enter the Promotion, entrants must:
 - a. Book a rental vehicle with Europear via the Europear website
 <u>www.europear.co.nz/rentroarwin</u> between 09:00 (NZST) Saturday 19 May 2018 and 23:59 (NZST) Sunday 24 June 2018; or via calling the Europear Guest Contact Centre on 0800 800 115
 - b. Valid for bookings that include completed rentals between Saturday 19 May 2018 and Sunday 30 September 2018 ("Travel Period").
 - i. If the booking is cancelled or refunded at any time during the Travel Period then the entry will be deemed invalid.
 - c. Limited to one (1) entry per booking/rental agreement number.
- 7. If you enter the Promotion but no longer wish to participate, please email social.au@europcar.com and you will be removed from the Promotion.
- 8. The entrant must be the named main driver on the rental agreement entered into with Europear.
- One (1) Bonus Entry to the Promotion will be granted to Europear Privilege members who submit
 valid entries during the Promotional Period. Inaudible, illegible, incomprehensible and incomplete
 entries will be deemed invalid.
- 10. Entries must be received by 23:59 (NZST) Sunday 24 June 2018. The time of entry will in each case be the time the entry is received by the Promoter. The Promoter accepts no responsibility for any late, lost or misdirected entries for any reason.
- 11. Competition Terms and Conditions can be found at www.europcar.co.nz/rentroarwin

- 12. Car rental account use is subject to the Promoter's standard rental Terms and Conditions available at www.europcar.co.nz
- 13. The Promoter and the Sponsors reserve the right to request winners provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including rental agreement) in order to claim the prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the party that has requested the proof of identification, residency and/or entry. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 14. The Promoter and Sponsors reserve the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

Any entry that is made on behalf of an Entrant by a third party will be invalid.

- 15. Two (2) Major Prize Winners will receive:
 - a. Family pass (two (2) adults & two (2) children 16 years & under) to 'Jurassic World Fallen Kingdom'
 - b. \$500 Prezzy® card
 - c. One nights accommodation in their closest major city
 - d. Jurassic World Fallen Kingdom merchandise family package
 Package includes;
 - Jurassic World Fallen Kingdom DVD collection
 - 2x Jurassic World Fallen Kingdom backpacks with key ring, notebook, hat, pin, sticker sheet, book, Lego and Mattel item
- 16. The total Major Prize value is up to \$4,000NZD (including GST).
- 17. There are 50 Minor Prizes to be won.
 - A Minor Prize consists of 2 double passes to see Jurassic World Fallen Kingdom movie at participating cinemas valued at \$64NZD each.
- 18. The total Minor Prize value is up to \$3,200NZD (including GST).
- 19. The total prize value is \$7,200NZD (including GST).
- 20. Prizes to be used by the 22 July 2018

- 21. Prizes cannot be transferred and cannot be redeemed for cash.
- 22. All prize values are correct as at Wednesday 9 May 2018 and are reflective of the recommended retail price and are in New Zealand dollars (NZD). The Promoter takes no responsibility for any variations in the prize values.
- 23. The Major Prize Winner and travelling companions are responsible for all other expenses including spending money, meals, drinks, transfers unless specified, laundry charges, activities, incidentals, taxes, energy surcharges, gratuities, services charges, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
- 24. All Prize Winners are responsible for all travel/transport in relation to prize redemptions.
- 25. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
- 26. Travel must be taken at the time specified by the Promoter. If the Major Prize Winner and their travelling companions are, for any reason, unable to travel on a nominated date, or do not take an element of the prize will be forfeited by the Major Prize Winner. Cash will not be awarded in lieu of the prize or element thereof.
- 27. Travel is subject to hotel availability and cannot be changed once the booking has been made.
- 28. The Promoter, the Sponsors, and Engage Australia Pty Limited, make no representation as to the safety, conditions or other issues that may exist at any destination.
- 29. Unless expressly stated in these Terms and Conditions, all other expenses become the responsibility of the Winners.
- 30. If the prize is unavailable for any reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.
- 31. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for the prizes damaged, delayed, or lost in transit.
- 32. By accepting the prize, the Winners agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
- 33. In consideration for the Promoter awarding the prize to the Winners, the Winners hereby permit their image and/or voice, as recorded, photographed, or filmed during their participation in the prize to appear in connection with Europear Australia or the advertising or marketing thereof, in any media whatsoever throughout the world and the Winner will not be entitled to any fee for such use.
- 34. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

- 35. Each valid entrant who has entered the competition over the duration of the Promotional Period will be entered into the Prize Draw. Two (2) valid entrants will be drawn at random to become the Major Prize Winners. Fifty (50) valid entrants will be drawn at random to become Minor Prize Winners. The draw will take place at Modica Group Limited, Level 1, 14-16 Allen Street, Wellington 6011, New Zealand, on Wednesday 27 June 2018 at 15:00 (NZST). The Major Prize Winner will be notified in writing within two (2) days of the draw and have their name published in the Public Notices section of The NZ Herald on Friday 29 June 2018.
- 36. The Minor Prize Winners will receive the two (2) double passes within two (2) weeks of the draw
- 37. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
- 38. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (e.g. Rental Agreement Holder).
- 39. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
- 40. Subject to any direction given under relevant New Zealand and Australian legislation, an unclaimed prize draw for the Major prize will take place at Modica Group Limited, Level 1, 14-16 Allen Street, Wellington 6011, New Zealand on Wednesday 4 July 2018 at 12:00 (NZST). The winners will be notified by email within two (2) days of the draw. The Unclaimed Major Prize Winner will have their name published in the Public Notices section of The NZ Herald on Friday 6 July 2018.
- 41. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
- 42. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
- 43. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 44. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under New Zealand or Australian Regulation.
- 45. The Promoter and the Sponsor shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or

sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter and the Sponsor is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

- 46. 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 conditions, or 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 from such an offender are reserved.
- 47. The Promoter, the Sponsors, and Engage Australia Pty Limited and their associated agencies and companies assume 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, and reserves the right to take any action that may be available.
- 48. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter or Sponsor, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under New Zealand or Australian Regulation.
- 49. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
- 50. The Promoter is bound by the New Zealand and Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the competition, the Entrant is taken to consent to Europear Australia's privacy policy which contains information, among other things, about how the Entrant may access personal information that is held by Europear Australia about them and seek correction of such information. See http://www.europear.com.au/EBE/module/render/security-and-privacy-policy to view Europear Australia's APP Privacy Policy in full. The Promoter's APP Privacy Policy also contains information about how the Entrant may complain about a breach of the APPs, or a registered code that is binding on the Promoter's organisation and how Europear Australia will deal with such complaints. The Promoter generally does not give an Entrant's personal information to anyone outside of Australia or New Zealand.
- 51. Universal Pictures New Zealand is bound by the New Zealand Privacy Act 1993. Your information will be handled in accordance with Universal Pictures' Privacy Policy. A copy of Universal Pictures' Privacy Policy can be accessed at http://www.nbcuniversal.com/privacy. Universal Pictures' Privacy

Policy explains how you may access and seek correction of the information Universal Pictures' holds about you. Universal Pictures' Privacy Policy also explains how you may complain about the manner in which Universal Pictures has collected or handled your information and how Universal Pictures will investigate and respond to your complaint.

52. The Promoter is CLA Trading Pty Ltd (trading as Europear Australia) (ABN 81 082 220 399) of PO Box 1139, Tullamarine, Victoria 3043, Australia.

The Sponsor is Lambwoo Limited (trading as Universal Pictures New Zealand) of PO Box 25520, St Heliers, Auckland 1740. New Zealand