

## Competition Terms and Conditions

### Win The Ultimate Trip To Wānaka

#### Official Rules

1. Mons Royale Ltd, Mountain Watch and Lake Wanaka Tourism (“the **Promoters**”) are conducting a competition offering participants the chance to win the “**Win The Ultimate Trip To Wanaka**” competition (“**Competition**”).
2. By entering and/or participating in the Competition, you agree to the following Terms and Conditions.
3. Instructions, prizes and information on how to enter form part of these Terms and Conditions.
4. All entries must comply with these Terms and Conditions to be valid.

#### Competition Timing

5. The Competition begins at 12.01am NZT on 1 July 2024 and ends at 11.59pm NZT on 31 July 2024 (“**Competition Period**”). The timeliness of any action or inaction relating to the Competition will be determined in the Promoters sole discretion.

#### Eligibility

6. Entry is open to residents of Australia and New Zealand who are aged eighteen (18) and older who follow the entry steps in these Terms and Conditions (“**Entrants**”). Entrants are required to provide personally identifiable information to the Promoters. The Promoters do not knowingly collect personally identifiable information from persons under the age of eighteen (18). Such persons are not permitted to enter and Competition and are expressly prohibited from submitting their personally identifiable information to us and any information submitted by such users will not knowingly be used, posted, or retained by us.
7. Employees of the Promoters and their respective subsidiaries, affiliates, officers, agents and the immediate family members of each are not eligible to participate in the Competition.
8. Proof of identity must be furnished upon request.

#### Entry

9. To enter the Competition, Entrants must:
  - a. Visit [monsroyale.com](https://monsroyale.com) directly;
  - b. or after seeing a sponsored post on social media by the Promoters advertising the Competition, tap/click on that sponsored pos and enter
  - c. Locate the entry page and fill out and submit the online entry form, including by signing up to the mailing lists of the Promoters, and by providing all requested information (“**Entry**”).
10. Each Entrant may only submit one Entry into the Competition.
11. The Promoters is not responsible if an Entrant's mobile device/desktop is not sufficiently capable for the purpose of submitting an Entry.
12. Entries must be received during the Competition Period and will be deemed to be received only when received by the Promoters. The Promoters are not liable

for any problems with communications networks. Entrants are responsible for their own costs associated with entering. Entrants using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, may be disqualified.

### **Prize Draw**

13. One (1) potential winner will be drawn via a random electronic draw at 1 Cliff Wilson Street, Wanaka, NZ 9305 at 11.00am on 1 Aug 2024. (“Prize Draw Date”) and the Prize will be awarded to the first person drawn following winner validation and verification (“Winner”).
14. The Winner will win a prize pack consisting of the following prize components for two people:
  - a. Flights to Queenstown (from closest major airport)
  - b. 2 nights Accommodation at Cross Hill Domes
  - c. 2 x TC & Cardrona Passes
  - d. 3 Days E Car Rental
  - e. A Bike Glendhu Day Pass & Bike rental (if open)
  - f. \$500 RRP (NZD) of Mons Royale

The trip must take place between 1<sup>st</sup> September and 13<sup>th</sup> October

Winner will be notified via email within one (1) business day of the draw. All reasonable efforts will be taken to contact the winner. The Promoters take no responsibility for unread, undelivered or incorrectly provided email information.

16. Once the Winner has been verified, the Winner must provide a valid telephone number and mailing address. Entrants agree to comply with the Promoters reasonable instruction and direction to claim, and when claiming, the Prize.

### **Unclaimed prize**

17. If the Winner cannot be contacted and the Prize remains unclaimed at 5.00pm (NZT) on 5 Aug 2024, a redraw shall take place in the same manner as clause 15 on 6 Aug 2024 (“**Re-draw**”). A re-draw winner will be drawn via a random electronic draw at 1 Cliff Wilson Street, Wanaka, NZ 9305 at 11.00am on 6 Aug 2024 (“Re-Draw Date”) and the Prize will be awarded to the first person drawn following winner validation and verification (“Re-draw Winner”). Winner will be deemed to have forfeited the Prize and hence, will have no claim to the Prize.
18. Re-draw Winner will be notified by email within one (1) business day of Re-draw. All reasonable efforts will be taken to contact the winner. The Promoters takes no responsibility for unread, undelivered or incorrectly provided email information.
19. The process outlined in clauses 18 and 19 will be repeated until a winner is contacted and accepts the Prize (allowing for the time frames to be adjusted,

i.e. length of time before a Re-draw and unclaimed prize forfeiture).

## Conditions

20. Entrants and participants in the Competition are responsible for ensuring their familiarity with the Terms and Conditions at the time of participation. The Promoters decision not to enforce its rights or any specific restriction (whether communicated to an entrant or not) does not constitute a waiver of those rights, restrictions or of the Terms and Conditions generally.
21. The Prize and all elements of the Prize must be taken as and when offered or will be forfeited, and if forfeited, the Promoters will not be liable. The Prize is subject to any additional terms and conditions imposed by the relevant supplier or the Promoters,
22. The Winner/their Guests are responsible for all other unspecified costs related to the Prize, including meals, transport, costs associated with ongoing use of any parts of the Prize, etc. The Promoters do not control entry to the relevant event location.
23. As a condition of accepting the Prize, the Winner may be required to sign a legal document in the form required by the Promoters in its absolute discretion, including but not limited to a legal release and indemnity. If the Winner does not sign any such document, their entry will be deemed invalid and they will lose any entitlement to the Prize.
24. The Promoters are not responsible for any dispute between the Winner and any person with whom they choose to, or choose not to, share the Prize.
25. Any failure by the Winner or (if applicable) their Guests to comply with the conditions imposed by the Prize supplier(s) may result in the Prize being cancelled or withdrawn without liability for the Promoters or the Prize supplier(s).
26. Entries not complying with these Terms and Conditions are ineligible and the Promoters reserves the absolute right to disqualify any Entrant from the Competition if any entries do not comply with these Terms and Conditions.
27. The Winner is responsible for their Guests and the Promoters may disqualify all entries from, and prohibit further participation in this competition by, the Winner if they breach these conditions, whether or not legally bound by them.
28. The Promoters decision in relation to these Terms and Conditions and the Competition is final and binding on every person who enters. No correspondence will be entered into.
29. The Promoters are not liable for Entries, Prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
30. A request by an Entrant to modify any information provided should be directed to the Promoters.
31. The Prize is not transferable or exchangeable nor can it be redeemed for cash. Without limiting any other term of these Terms and Conditions, the Prize (and elements of the Prize) must be taken as and when specified, or will be forfeited with no replacement. The Prize value is correct as at the date of

preparing these Terms and Conditions and include any applicable GST. The Promoters are not responsible for any change in the Prize value.

32. If the Prize or any element of the Prize becomes unavailable for any reason beyond the Promoters control, or insurance is unable to be obtained for the Prize Event or other issue of a similar nature (i.e. licenses or permits unable to be obtained), then a similar prize of equal or greater value will be awarded to the Winner in lieu. Without limiting the foregoing, the Promoters may, at their absolute discretion, substitute cash for the Prize or any component of the Prize (the amount of cash being equal to the Prize, or component of the Prize, value specified in these Terms and Conditions).
34. Any tax liability arising because of accepting the prize is the Winner's responsibility.
35. All Prize advertisements depicting or describing the prizes and trade mark references are illustrative rather than depictive and do not imply an association with the Promoters.
36. If for any reason any aspect of this Competition is not capable of running as planned, including by reason of war, terrorism, state of emergency, disaster, infection by computer virus, telephone network failure, bugs, tampering, unauthorized intervention, fraud, technical failures, pandemic or any cause beyond the control of the Promoters, the Promoters may in their sole discretion cancel, terminate, modify or suspend the Competition, or invalidate any affected entries.
37. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoters and which prevents the Promoters from complying with these Terms and Conditions, the Promoters will not be liable for any failure to perform or delay in performing its obligations.
38. The Promoters reserves the right, at any time, to verify the validity of Entrants (including an Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoters has reason to believe has breached any law or any of these Terms and Conditions, tampered with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process) or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition, does anything that may diminish the good name or reputation of the Promoters or any of its related entities or of the agencies or companies associated with this Competition. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights.
39. The Promoters *reserves the right* to cancel or *amend* the Competition and these terms and conditions for any reason.
40. Any rude, defamatory, offensive, illegal, incomprehensible, incorrect or incomplete entries or nominations (all of which will be at the absolute discretion of the Promoters), or which breach any law or infringe on third-party rights, including intellectual property rights will be invalid and may be removed by the Promoters.
41. Except for any liability that cannot be excluded by law, the Promoters (including their officers, employees and agents), excludes all liability (including

negligence), for any personal injury or any loss or damage (including, without limitation, indirect, special or consequential loss or loss of profits), which is suffered or sustained in connection with this Competition or accepting or using the Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

42. Without limiting the previous paragraph, the Promoters and the agencies and companies associated with this Competition are not liable for any loss of, damage to or delay in delivery of the Prize. Unless otherwise specified, the Prize can only take place in Australia.
43. By entering this Competition, Entrants consent to the storage of their personal information on the databases of the Promoters, and their related bodies corporate. If you are a Winner, the Promoters will use your personal information to conduct and manage the Competition. The Promoters may disclose your personal information to its related bodies corporate to assist in conducting this Competition, communicating with you or storing data. By entering, an Entrant consents to receive email or SMS messages from the Promoters without any functional unsubscribe facility if they relate primarily to the conduct of this Competition.
45. By entering this Competition, Entrants consent to the Promoters using their personal information for future promotional and marketing purposes, including contacting Entrants electronically via the contact details provided by the Entrant and online marketing.
46. Without limiting the foregoing, Entrants' personal information provided in connection with this Competition will be handled in accordance with the following Privacy Policies (as relevant), which can be viewed at:  
<https://nz.monsroyale.com/pages/privacy-policy>
46. This Competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. Entrants provide their information to the Promoters and not to any social media platform. Entrants completely release any relevant social media platforms from any and all liability