

## Burns & Ferrall 70<sup>th</sup> Anniversary Container Giveaway

### Terms and conditions

1. By participating in the promotional giveaway being run by Burns & Ferrall Limited (**B&F**) in conjunction with its 70<sup>th</sup> anniversary (**Promotion**), all entrants confirm their acceptance of and agreement to these terms and conditions.
2. The Promotion is open to all New Zealand residents or entities. It is not open to employees of B&F, its agents, contractors, consultants, or their families (including de facto spouses) or to other persons assisting with the Promotion.
3. The Promotion opens at 9am on 1<sup>st</sup> June 2018 and all entries must be received by 5.00pm on 31 January 2019 (**Promotion Period**).
4. The prize to be won consists of a mobile container kitchen constructed by B&F which will be valued at \$125,000 (**Prize**). B&F will insure the Prize and all of its contents until it is officially handed over to the winning entrant. All standard manufacturer's warranties relating to the Prize will commence from 12 March 2019.
5. All entrants agree and acknowledge that B&F will be entitled to use the Prize for promotional purposes or any other purpose related to the Promotion both during the Promotion Period and in the period leading up to the announcement of the winner of the Competition on 11 March 2019
6. In order to participate in the Promotion and become eligible to win the Prize:
  - (a) each entrant must spend \$1,000 or more during the Promotion Period on products supplied by B&F at their usual retail price;
  - (b) entrants who spend \$1,000 or more on products supplied by B&F before the end of the Promotion Period will go into an initial draw (the **Initial Draw**);
  - (c) following expiry of the Promotion Period, five finalists will be selected from the Initial Draw on 31 January 2019 (**Finalists**). The Finalists will then be invited to participate in a cooking competition (**Competition**) to be held between 1<sup>st</sup> February 2019 & 28<sup>th</sup> February 2019, details of which will be provided to Finalists at a date to be determined.
7. B&F will be entitled to select another entrant to replace a selected Finalist at its sole and absolute discretion if any Finalist informs B&F that it is unwilling to participate in, or will otherwise be unavailable for, the Competition for any reason.
8. The winner of the Competition (**Winner**) will be selected by a panel of judges to be appointed by B&F. The Winner of the Competition will be announced at the Food First Gala Dinner to be held in Auckland on 11 March 2019.

Finalists' travel and accommodation expenses to attend the Competition and the Food First Gala Dinner will be covered by prior arrangement with B&F.

9. By participating in the Promotion, each entrant who becomes a Finalist:
  - (a) consents and agrees to be photographed and/or interviewed by B&F and/or other persons involved in the Promotion prior to the completion of the competition;
  - (b) consents and agrees to the Finalist's name, image, photographs, interview content and/or other media content generated by or in conjunction with B&F during the course of the Promotion being used by B&F and the sponsors associated with the Promotion (**Promotion Sponsors**) for publicity purposes, or other purposes related to the Promotion, without compensation;
  - (c) agrees to make themselves reasonably available for the purposes contemplated by sub-paragraphs (a) and (b) above; and
  - (d) agrees that all copyright in respect of any written, visual or other media generated during the course of the Promotion will be owned by B&F.
10. The Winner will be required to attend one or more follow-up interviews with B&F for the purpose of tracking the Winner's progress on the use of the Prize. The content or details of any such interviews may be used by B&F and/or the Promotion Sponsors for general business promotion purposes.
11. The Winner will be required to collect the Prize within 30 days of being notified that it is ready to be collected. The Prize will be made available for collection by B&F from an Auckland location notified by B&F. In the event that the Prize is not collected by the Winner at the expiry of this 30 day notice period, B&F reserves the right to award the Prize to another Finalist. The Winner shall be responsible for all transport and other costs from the point of collection.
12. The Winner will be responsible for all regulatory compliance and requirements associated with the use and operation of the Prize once it is handed over, including (but not limited to) the application and maintenance of all resource consent(s), food safety legislation and council by-laws.
13. The Prize cannot be transferred, exchanged or redeemed for cash. B&F takes no responsibility for loss or damage that occurs to the Prize after possession of the Prize has been taken by the Winner. All risk and liability in relation to the Prize shall pass to the Winner with effect from the date that the Prize is collected by the Winner. Insurance of the Prize will be the Winner's responsibility on and following collection by or on behalf of the Winner.
14. All servicing and maintenance (whether under warranty or otherwise) in relation to the Prize shall be performed by B&F during the 12 month period following collection of the Prize. All such servicing and maintenance shall be provided during normal business hours and shall be subject to B&F's standard terms and conditions.

15. If the Winner decides to sell the Prize at any time (other than to a related company or entity), then the Winner shall first offer to sell the Prize to B&F by notice in writing specifying the relevant terms of sale. If B&F wishes to accept any such offer, B&F shall inform the Winner by notice in writing by no later than 5pm, ten (10) working days after (but exclusive of) the date of receipt of the written offer. If B&F declines the Winner's offer pursuant to this clause, the Winner may not sell the Prize for a price or on terms more favourable than those offered to B&F without first re-offering the Prize to B&F on those terms in accordance with this clause.
16. If B&F declines to purchase the Prize in the event it is offered for sale pursuant to clause 15 above, B&F will use reasonable commercial endeavours to arrange for Silver Chef (one of Promotion Sponsors) to offer a finance package to any prospective purchaser of the Prize.
17. The Winner agrees to retain the name "1948" and all Promotion Sponsors' logos on the Prize for a period of not less than 6 months after the date of the Gala Dinner.
18. The decision of B&F on all matters relating to the Promotion is final, including in relation to the selection of the Finalists and the Winner. Any dispute regarding these terms and conditions, and/or the conduct or the results of the Promotion will be resolved by B&F at its sole and absolute discretion. B&F reserves the right to verify the validity of an entrant or the Winner's right to redeem the Prize in accordance with these terms and conditions. B&F further reserves the right to amend the Prize and these terms and conditions, and (in its absolute discretion) to cancel the Promotion at any time without prior notice.
19. B&F may refuse or disqualify any entrant (including any Finalist or the Winner) if B&F determines in its sole and absolute discretion that the entrant has not complied with these terms and conditions, or if the entrant has acted in a way which B&F reasonably considers to be inappropriate, unlawful or offensive. If the Winner is disqualified following conclusion of the Competition and/or the announcement of the Winner, B&F reserves the right to award the Prize to another Finalist. In the event that B&F exercises its rights under this clause following announcement of the Winner and handover of the Prize to the Winner, B&F shall be entitled to repossess the Prize, and the Winner shall be responsible for all damage to the Prize incurred during the intervening period. All costs reasonably incurred by B&F in exercising its right under this clause may be recovered from the disqualified entrant.
20. To the extent permitted by law, B&F excludes any liability it may have to any entrant (including the Finalists and the Winner) arising directly or indirectly out of or in connection with the Promotion.
21. The entrants agree to B&F retaining all personal information collected as part of the Promotion for marketing purposes by B&F or its associated sponsors. All personal information collected as part of the Promotion will be held by B&F in accordance with the relevant provisions of the Privacy Act 1993, and will not be provided to third parties unless otherwise specifically set out in these terms

and conditions. All entrants have the right to access, update and correct such information at any time.

22. These terms and conditions and the Promotion shall be governed by the laws of New Zealand.