

COLGATE-PALMOLIVE LTD SPECIFIC TEMPLATE DOCUMENT

PRIZE DRAW TERMS & CONDITIONS (MUST BE COMPLETED WITH INITIAL BOOKING)

All New World Clubcard prize draws that involve an online or instore spend, scan of a Clubcard or entering Clubcard details for I shop purchases are run under the same process, which includes the following mandatory terms and conditions.

- Aside from incorporating specific details (dates, regions, qualifying products), the only variation to these terms and conditions that we allow is to incorporate specific details relating to the prize.
- As per point 19, these prize draws are subject to Clubcard Terms and Conditions which cover use of winner's personal information including name and image; the fact prizes can't be transferred or exchanged for cash, cancellation and modification of the promotion and liability.
- The 'Promoter' should be Foodstuffs jointly with the Supplier.

Please complete all sections highlighted and add any other relevant details relating to the prize draw. Incomplete Ts&Cs delay the booking and prize draw process.

Terms and conditions

1. Entry into this competition is deemed acceptance of these and any other applicable terms and conditions. This competition may have additional terms and conditions and wherever possible the additional terms and conditions will be posted at www.newworld.co.nz.

Promoter

2. The Promoter of this competition is Foodstuffs (NZ) Limited ('Foodstuffs') and Colgate-Palmolive Limited ('Supplier') jointly (**Promoter**).

Promotion Period and how to enter

3. The competition commences on <30/09/19> and runs until close of trade on <28/10/19> (**Promotion Period**).

Eligible Purchase

4. You will receive one entry in the draw each time you purchase < one Colgate Oral Care Product > during the Promotion Period and scan your Clubcard card instore (**Loyalty Card**) at the time of payment, or when you enter your Clubcard details before the time of payment for I shop purchases (**Eligible Purchase**) at **[keep applicable option below and delete other two options]**

national promotions – all New World stores nationwide plus online at www.ishopnewworld.co.nz, but excluding Fresh Collective by New World stores and including Shoprite Inglewood (**Participating Stores**).

For online purchases, the delivery date for items purchased online must be within the Promotional Period

When your Loyalty Card is scanned (or Clubcard entered in the case of I shop purchases) you will automatically be entered into the draw.

5. You will only receive one entry into the competition even if you purchase multiple participating products in your Eligible Purchase. **OR** There is a limit of <one> (1) entries per person <per day>.

6. If an entry is made by a Clubcard secondary card holder scanning that Clubcard, the entry will be made in the name of the primary Clubcard holder.

Eligibility to enter and to win a prize

7. To be eligible to enter this competition and win a prize:
 - a) you must have made an Eligible Purchase and scanned your Clubcard at the time of purchase;
 - b) you must be a current Clubcard member;
 - c) you must consent to Foodstuffs using your name, photo, hometown and image for publicity and promotional purposes (including the display of your name in store) and you must make yourself available for publicity photographs relating to the competition on request for no additional compensation.

How winners will be selected

8. **[Option if prize winners selected from all entrants]** The prize winner will be drawn by Loyalty New Zealand Limited (**Loyalty**) on behalf of Foodstuffs by **<11/11/19 >** by random electronic selection from all entries. The first **<50> eligible winners** drawn will win **< a Camera GoPro Hero 7 Silver >**. There are **<50 Camera GoPro Hero 7 Silver , valued at \$24,950.00 each>** to be won. The total prize pool is valued at \$24,950.00. The prize value is correct at the time of printing and the Promoter accepts no responsibility for any variation in the value of the prizes.

If prize becomes unavailable

9. Subject to any applicable law that cannot be excluded, Foodstuffs is not responsible or liable for any loss suffered by any entrant in the event that a prize becomes unavailable for reasons beyond its control. In this event, Foodstuffs may substitute a prize of its choice.

Notifying winners

10. Winners will be notified by Foodstuffs or the Supplier once a draw has been completed within 5 working days of the draw, via the contact details on record for the Loyalty Card used to enter the competition (or the primary Clubcard card holder if a secondary card was used). In the event that a winner cannot be contacted within 7 working days of a draw occurring or if Foodstuffs determines that a winner is not eligible to participate in a draw the prize will be forfeited, a further draw will be conducted, and the prize allocated to the new winner within **xxx** days of the new draw taking place..
11. Foodstuffs is not responsible if a winner cannot be contacted following the draw due to incorrect or out of date contact details being recorded in the Loyalty Card's system, and any such winner will forfeit the prize to the next eligible winner, on these Terms and Conditions.

Prize conditions

12. **[Please include any additional prize specifications or requirements here (e.g. travel dates etc)].**
13. **[Options]** Prizes will be delivered to any address as nominated by each winner provided it is within New Zealand and each winner should allow for 28 days from the date of the prize draw for the delivery of the prize.
14. Prizes are not transferable, exchangeable or negotiable and are not redeemable for cash.
15. The selection results are final and no correspondence will be entered into.

16. **[Delete clause if winners can win multiple prizes]** Winners can only be awarded one prize. If a winner is drawn for any additional prize, the prize will be forfeited, a further draw will be conducted, and the prize allocated to the new winner.

Verifying compliance with these terms

17. Foodstuffs reserves the right to verify the identity of any entrant (including an entrant's identity, age, city/town of residence and place of employment) and to verify the validity of entries and to disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant, or an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these Terms and Conditions.

Exclusion of liability

18. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications and takes no responsibility for any entries not correctly lodged through the Clubcard system. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of user error or technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the promotion.
19. Subject to any applicable laws which cannot be excluded, Foodstuffs, any Participating Store, their respective employees and agents will not be liable for any loss, damage or injury of any nature incurred or suffered by any person (including but not limited to direct or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with this competition or with winning, redeeming or benefiting from the prize.
20. Before the prize is awarded, the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.

Disputes

21. In the event of a dispute concerning any aspect of the competition including eligibility the decision of Foodstuffs will be final. No correspondence concerning any decision made by Foodstuffs will be entered into.

Additional terms

22. In addition to these Terms and Conditions, terms and conditions of your Loyalty Card, depending on the card you scan or enter for an Eligible Purchase will also apply and can be viewed at www.clubcard.co.nz.
23. The Promoter reserves the right to amend, suspend or terminate the competition and these Terms and Conditions at any time.

Privacy

24. All entries remain the property of Foodstuffs and Loyalty. All personal information will be collected and stored by Foodstuffs, Loyalty and if applicable your Loyalty Card provider in accordance with the Privacy Act 1993. You have the right to access your personal information and request correction of any errors in it pursuant to the Privacy Act 1993. Entrants' personal information may be used by the Promoter, or be disclosed to other organisations that may use it to conduct this competition and for future promotional and publicity purposes in accordance with the applicable Loyalty Card terms and conditions and without any further reference or payment to the entrant. By entering this competition entrants consent to the use of their information as described above.

Questions

25. Any questions regarding this competition or promotion contact Supplier Colgate Palmolive Limited of Level 4, 45 Knights Road, Lower Hutt New Zealand (phone 0800 441 740).