# The Ultimate Xmas Camping Giveaway

 These Terms and Conditions of Entry relate to the "Ultimate Xmas Camping Giveaway" Promotion (**Promotion**) brought to you by the Kaiteriteri Recreation Reserve Board, a board duly appointed by the Minister of Conservation under s 30(1) of the Reserves Act 1977, having its registered office at 5 Kaiteriteri Sandy Bay Road, Kaiteriteri (**Promoter**). Entries should not be sent to this address.

# **PROMOTION PERIOD**

- The outlets participating in the Promotion are: (1) the Kaiteriteri Reserve Apartments, (2) the Kaiteriteri Reserve Campground, (3) the Kaiteriteri On the Spot, and (4) the Waterfront Restaurant (**Participating Outlets**). Participating Outlets can be identified by the display of in-store promotional material.
- 3. The Promotion opens at 12:00am on 27 September 2024 and closes at 11:59pm on 13 October 2024, time being of the essence (**Promotion Period**). Entries will not be accepted outside of the Promotion Period.
- 4. The Promoter's employees, including staff of Participating Outlets, all employees or contractors of associated companies and agencies of the Promoter, and their immediate families are not eligible to participate in the Promotion. The Promoter's decision as to eligibility will be final.

## ENTRY

- 5. To participate in this Promotion, you must be a New Zealand resident aged 18 years or over.
- 6. During the Promotion Period, stay at the Kaiteriteri Reserve Apartments or the Kaiteriteri Reserve Campground, or spend \$25 or more on products in one transaction from a Participating Outlet (**Qualifying Purchase**) (while stocks last) to be eligible to enter the Promotion.
- 7. To enter, obtain a free entry form from a Participating Outlet, complete the entry form, and attach your receipt as proof of your Qualifying Purchase, and place in the available entry box stationed at a Participating Outlet. There is a maximum of 1 entry per Qualifying Purchase.

#### DRAW

8. The winner of the Prize (**the Winner**) will be drawn at random on 18 October 2024 at midday from all valid entries received by the Promoter during the Promotion Period. The draw will be held at the offices of the Kaiteriteri Recreation Reserve Board, 5 Kaiteriteri Sandy Bay Road, Kaiteriteri, Tasman, New Zealand.

#### **CLAIMING THE PRIZE**

9. If your entry is drawn as the Winner, you will be informed by text or phone within five (5) working days of the draw. If the Winner does not respond to Promoter within ten (10) working days of notification of being the Winner to claim the Prize, the Winner's entry will be automatically deemed invalid, and the Prize will be forfeited by the Winner and

the Prize will be randomly redrawn from the remaining valid entries received during the Promotion Period.

- 10. Entry into this Promotion is deemed acceptance of these Terms and Conditions.
- 11. The Promoter is not responsible, and will not be liable, for any lost entries not received by the Promoter.
- 12. No entry will be accepted if received by the Promoter outside of the Promotion Period.

# PRIZE

- 13. There is (1) major prize to be won (**the Prize**). The Prize is valued at approximately \$10,000 NZD and comprises:
  - a. A front-row campsite for four (4) people at the Kaiteriteri Reserve Campground, Kaiteriteri, Tasman, New Zealand for 10 days, starting on 20 December 2024;
  - b. A Kiwi Camping "Ultimate Family Package" which is yours to keep at the conclusion of your stay, valued at approximately \$5,000 NZD (specific details below).
  - c. A family walk and kayak trip for four (4) people into the Abel Tasman with Wilsons Abel Tasman.
  - d. A full-day Gentle Cycling family mountain bike hire for four (4) people to explore the Kaiteriteri Mountain Bike Park.
  - e. A full-day sail for four (4) people with Abel Tasman Sailing Adventures.
  - f. A Webber BBQ with stand from Mitre 10 Motueka.
  - g. A Waka Abel Tasman trip for four (4) people.
  - h. A \$250 Family dinner package at Kaiteriteri Recreation Reserve Waterfront Restaurant.
  - i. A \$200 Kaiteriteri On the Spot Grocery voucher.
  - j. A \$200 Kaiteriteri Recreation Reserve Gone Burgers Voucher.

Kiwi Camping's "Ultimate Family Package" valued at \$5,000 comprises the following:

- Takahe 8 Air Family Tent (1)
- Queen EZ Bed (1)
- Easy Fold Single Stretchers (2)
- Rover King Single Mattresses (2)
- 6 Tier Pantry (1)
- Lush Chairs (2)
- Fave Chairs (2)
- Bi-Fold Table (1)
- Mamaku Trek Sleeping Bags (2)
- LED Light Bar Kit White/Orange (in-tent lighting) (1)
- Thermo Tumblers (4)
- 14. No portion of the prize is redeemable for cash. The prize is non-refundable or transferable.
- 15. The Winner acknowledges and agrees that they must separately contact the relevant prize partners, Abel Tasman Sailing Adventures, Wilsons Abel Tasman, Waka Abel

Tasman, and Gentle Cycling (**the Prize Partners**) to confirm respective bookings within 14 days of the announcement (02/11/2024).

- 16. It is the Winner's responsibility to organise transport to/from Kaiteriteri Recreation Reserve and all such other locations as may be necessary to gain the benefit of all or some of the Prize.
- 17. The Winner and their companions are responsible for all other expenses/unspecified costs related to the Prize, including but not limited to meals, drinks, laundry charges, transfers, activities (unless specified), car hireage, service charges, insurance (including excesses) and gratuities. Unless expressly stated in these Terms and Conditions all other travel and prize related expenses become the responsibility of the Winner and his/her companion(s).
- 18. The Promoter is not responsible for any dispute between the Winner and any person with whom the Winner chooses to, or chooses not to, share in the Prize.
- 19. It is the responsibility of the Winner and their companion(s) to meet any health and safety requirements applicable to the Prize (for example, in relation to COVID-19), including (but not limited to) obtaining any pre-departure tests or checks, or any other requirements, such as performing and returning negative COVID-19 tests, as may be required by Prize Partners and or third parties from time to time.
- 20. Any failure by you or your companion(s) (if applicable) to comply with the conditions imposed by the Prize Partners may result in some or all of the Prize being cancelled or withdrawn without liability for the Promoter or the Prize Partners.
- 21. The Winner and their companion(s) must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and or the Prize Partners or other third parties before taking the Prize. If you or your companion do not sign, your entry will be deemed invalid and you will lose any entitlement to the Prize. If you or your entry are deemed by the Promoter to breach these Terms and Conditions, including if you are unable to take the Prize on the relevant dates, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 22. Prizes must not be sold or used, donated, or given away as part of another Promotion.
- 23. The winners have rights under the New Zealand Consumer Guarantees Act 1993 which cannot be excluded or limited by the Promoter. These rights include statutory guarantees that any goods provided by the Promoter will be of acceptable quality and fit for purpose, and that any services provided by the Promoter will be rendered with due care and skill. These Terms and Conditions do not, and do not intend to, exclude or limit those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, under laws other than the New Zealand Consumer Guarantees Act 1993 regarding the quality or suitability of the Prize awarded as part of this Promotion and will not be responsible for breach of such representations or warranties.

24. The Promoters and the agencies and companies associated with the promotion are not liable (including in negligence) for any loss (including indirect, special, or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this promotion or any prize, except for any liability under which statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

## GENERAL

- 29. The Promoter's decision as to any matters arising under the Promotion is final, and no correspondence will be entered into.
- 30. The Promoter may refuse to award the Prize to the Winner if, in the Promoter's sole opinion, the Winner has breached these terms and conditions or have gained an unfair advantage in participating in the Promotion.
- 31. Any person suspected of gaining an unfair advantage in the opinion of the Promoter through the manipulation of entry, creation, or use of software to aid in multiple entries and otherwise fraudulently falsifying data or acting in any fraudulent or dishonest way, in the opinion of the Promoter, will be removed from this Promotion and damages may be sought.
- 32. You consent to the Promoter using your name, likeness, image and/or voice in the event you are the Winner (including photograph, video, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting Kaiteriteri Recreation Reserve, and any products or services contained within the Prize.
- 33. The Promoter collects your personal information in order to conduct this Promotion. If the information requested is not provided, you may not participate in this Promotion. All personal information provided by you will be held by the Promoter, or such other place as is notified to you on request in accordance with the Promoter's privacy policy, which can be viewed here: *Privacy Policy Kaiteriteri Recreation Reserve* (*experiencekaiteriteri.co.nz*). Under the Privacy Act 2020, you have the right to access and correct your personal information. A request to access, update or correct any information should be directed to the Promoter at the address set out below. The Promoter will destroy all personal information within a reasonable period of time following the Prize being claimed.
- 34. The Promoter reserves the right to modify these Terms and Conditions of Entry where reasonably required.
- 35. For further assistance or queries email: marketing@krr.co.nz