

**1 Promotion name**

BuildNZ Scan to Win with CardSmart.

**2 Promoter**

CardSmart, a brand of CardLink Systems Limited (NZBN 9429039178510) who can be contacted at its offices at Level 5, Building 2, 666 Great South Road, Penrose, Auckland 1051; by telephone at 0800 727 863; or by email at sales@cardsmart.co.nz.

**3 Promotional period**

This Promotion runs between 10:00:00 am on 20 June 2023 and 17:00:00 pm on 21 June 2023.

**4 Prize(s)**

- 4.1 One (1) of up to five (5) Prezzy eGiftcards valued at NZD\$1,000 each, the use of which is subject to the Prezzy eGiftcards terms and conditions available at [www.prezzy.co.nz/policies/terms-of-sale](http://www.prezzy.co.nz/policies/terms-of-sale).
- 4.2 Unless otherwise specified:
  - (a) a maximum of one (1) Prize is available for each eligible entrant; and
  - (b) the Prize(s) will be emailed to the winner(s) at the primary contact email address linked to their BuildNZ delegate pass (and it is the responsibility of the entrant to ensure that this email address is accurate and operational).
- 4.3 Each Prize is not transferable or exchangeable and is not redeemable for cash.
- 4.4 If the Promoter is unable to supply the Prize(s), or part of a Prize, the Promoter reserves the right, subject to the written directions of any competent authority, to supply another prize of equal or greater value.
- 4.5 Any additional costs not expressly stated, but which may be incurred in the acceptance or use of a Prize, are the sole responsibility of the winner.

**5 How to enter this Promotion**

- 5.1 To enter into this Promotion, an entrant must be eligible and must scan his/her BuildNZ pass at the CardSmart stand at BuildNZ, during the Promotional Period. Entry into this Promotion will occur automatically upon doing so.
- 5.2 An entrant may only enter this Promotion once.
- 5.3 The Promoter and any third parties associated with this Promotion will not be responsible for any late, lost or misdirected entries including, but not limited to, entries not received due to technical problems.

**6 Prize draw**

- 6.1 The Prize will be drawn on 30 June 2023 through a random electronic draw at the Promoter's offices (unless otherwise directed by any relevant authority).
- 6.2 Each valid entry received by the Promoter during the Promotional Period has an equal probability of winning.
- 6.3 If there is a change in the way this Promotion is conducted, the Promoter will take all reasonable steps to make information about the change publicly available at [cardsmart.co.nz/promotions](http://cardsmart.co.nz/promotions) within a reasonable timeframe before the Prize draw.

**7 Prize notification and delivery**

- 7.1 The Prize winner(s) will be:
  - (a) notified by email using the details provided on their BuildNZ pass within two (2) business days of the Prize draw; and

- (b) advertised on the website [www.cardsmart.co.nz/promotions](http://www.cardsmart.co.nz/promotions) for 30 (thirty) days after the Prize draw.
- 7.2 The Prize(s) will be delivered to the winner(s) within 7 (seven) business days of the Prize draw. The Promoter will take all reasonable steps to preserve the Prize(s) until the winner(s) has/have taken possession of it/them.

## **8 Eligible entrants for this Promotion**

- 8.1 Eligible entrants must:
- (a) be a New Zealand or Australian resident;
  - (b) be aged 18 years and over;
  - (c) not otherwise excluded from being eligible; and
  - (d) adhere to these Terms and Conditions.
- 8.2 Employees of the Promoter or the Promoter's associated companies and their immediate families (being their spouse, parent, siblings, and children including step-parents, their siblings and their children), are not eligible entrants and therefore not able to enter this Promotion.
- 8.3 The Promoter reserves the right to verify the validity of entries and to disqualify any entry or refuse to award a Prize, including where false or misleading information has been given by an entrant, an entrant has behaved in a fraudulent or dishonest manner, or an entrant has behaved otherwise than in accordance with these Terms and Conditions.

## **9 Varying these Terms and Conditions**

The Promoter reserves the right to vary these Terms and Conditions without notice, to cancel, terminate, modify, suspend, or reschedule this Promotion, to modify or extend the Promotional Period, or to modify the entry criteria at its absolute discretion.

## **10 Disputes**

If any person disputes any aspect of the Promotion or these Terms and Conditions, they should contact the Promoter, in writing. The Promoter will take all reasonable steps to try to resolve the claim.

## **11 The Promoter's decisions and rights**

The Promoter's decision on all matters relating to this Promotion is final and binding and no correspondence will be entered into, except as otherwise stated in these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

## **12 Costs**

Any costs associated with entering this Promotion or accessing the Promoter's websites are the entrant's responsibility.

## **13 Cancellation, termination, modification or suspension of this Promotion**

If for any reason, any aspect of this Promotion is not capable of running as planned including, but not limited to, infection by computer virus, mobile network failure, bugs, tampering, unauthorized intervention, fraud, technical failure or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may at its sole discretion cancel, terminate, modify, or suspend this Promotion, or invalidate any affected entries (unless otherwise directed by any relevant authority). The Promoter will take all reasonable steps to notify entrants in the Promotion at the point of cancellation, termination, modification, or suspension (as

applicable). In the event of modification or suspension of the Promotion, an entrant may choose to terminate their participation in the Promotion at no cost.

**14 Exclusion of liability**

Except for any liability that cannot be excluded by law, the Promoter and its associated companies (including their officers, employees and agents) exclude all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for: (a) any personal injury; or (b) any loss or damage (including, without limitation, loss of opportunity, loss of profits or loss of property); whether direct or indirect, special or consequential, arising in any way out of or in connection with this Promotion, including but not limited to, where they are caused by: (c) technical difficulties or equipment malfunction (whether or not under the Promoter's control); (d) theft, unauthorized access, or third-party interference; (e) an entry that is late, lost, altered, damaged, or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (f) a variation in Prize value; (g) a tax liability incurred by the entrant; or (h) participation in this Promotion or use of the Prize.

**15 Promoter's Privacy Policy**

These Terms and Conditions are deemed to incorporate the Promoter's Privacy Policy (which is available at [cardsmart.co.nz/privacy-policy/](https://cardsmart.co.nz/privacy-policy/)) and by entering this Promotion, an entrant accepts the terms and conditions of that Privacy Policy. An entrant may access and/or change their data or consent by following the procedures in that Privacy Policy.

**16 Collection and use of personal information**

To the extent that the Promoter collects personal information to conduct this Promotion it can, for this purpose, disclose such information to third parties, including, but not limited to regulatory authorities, or use such information to contact the entrant about this Promotion. Any entry into this Promotion is conditional on providing this information. By participating in this Promotion an entrant grants the Promoter a perpetual royalty-free right to use their name, character, photographs or likeness in connection with this Promotion and for future promotions, marketing, and business purposes (and waives any claims to royalty, right or remuneration for such use) and on the Promoter's social media platforms and websites. By entering this Promotion, entrants consent to the use of their information as described above.

**17 Governing law**

This Promotion, and these Terms and Conditions, are governed by the laws of New Zealand and any disputes will be subject to the non-exclusive jurisdiction of the courts of New Zealand.