

**Terms and Conditions – Your Kitchen Limited 25<sup>th</sup> Anniversary Promotion**

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The promotion is open to New Zealand residents. Employees of the Promoter and any agency involved with this promotion, and the immediate families of such employees, are not eligible to enter. Immediate family includes the spouse, defacto spouse, child, parent or sibling.
3. The promotion commences on Monday 22 July 2024 and closes at Sunday 15 September 2024 (“Promotional Period”).
4. To enter the promotion, during the promotional period the entrant must:
  - a. Place an order that is full price of \$15,000 including GST or over (excluding appliances)
  - b. Place their order with us during the promotional period as set out in 3 above.
  - c. Sign and return their quote and terms of trade or contract
  - d. Initial payment as per their quote (typically 50% of total).
5. Incomplete entries will be deemed invalid.
6. Orders made through companies are not eligible.
7. This is a one off-competition and there will be one winner drawn under third party supervision on Tuesday 17 September 2024.
8. Winners will be advised by phone call or email.
9. The prize is Fisher and Paykel appliances with a value of \$5,000 NZD to spend at our Mastercraft Shop website. The prize is not transferable, changeable or redeemable for cash. The prize appliances are limited to what is available on the Mastercraft Shop website: <https://shop.mastercraft.co.nz/>
10. To claim the prize, the winner must email to [kitchens.wellington@mastercraft.co.nz](mailto:kitchens.wellington@mastercraft.co.nz) the appliance(s) they wish to purchase from the Mastercraft Shop by 1 March 2025. Mastercraft Kitchens Wellington will place the order on their behalf and arrange for delivery to the winner’s home. Delivery to their home is free of charge.
11. In the event that the prize is not claimed within 14 days of the winner being contacted, the Promoter reserves the right to redraw the prize under the original terms of the prize draw.
12. Once awarded, the Promoter is not liable for any part of the prize that has been lost, stolen, forged, damaged or tampered with in anyway.
13. In the event that the prize becomes unavailable for any reason beyond the Promoter’s control, the Promoter may in its sole discretion decide to provide an alternative prize.
14. Neither the Promoter nor any other entity associated with this promotion will be responsible for any late, lost, misdirected, corrupted, incomplete or incorrectly submitted

entries, including but not limited to entries not received due to technical problems or human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.

15. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
16. The Promoter may share entrant information, including name and contact details, with other persons or entities that assist in running the promotion.
17. The Promoter reserves the right, at any time, to verify the validity of entries and determine the eligibility of entrants (including an entrant's identity and age) and to disqualify an entry or refuse to award a prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
18. By entering this Promotion, entrants agree to the use of their names, photographs, and likeness for promotional/advertising purposes without charge, and agree to make themselves reasonable available for this purpose. The ensuing copyright will rest with the Promotor, without any claim to compensation from the entrants.
19. The prize will be presented at a time and place arranged by the Promoter. Arrangement may, at the discretion of the Promoter, be made to deliver the prize to an address in New Zealand.
20. Entrants acknowledge and agree that he or she will comply with all instructions given by employees of the Promoter and other agencies associated with this promotion and agree not to do anything that may bring the Promotor into disrepute.
21. Entrants agree that as a condition of receiving the prize, he or she may be required to execute a waiver and indemnity in the form provided by the Promoter.
22. If an entrant cannot accept the prize for any reason, that prize will be void and no compensation will be payable.
23. Failure by the Promoter, to enforce any of its rights at any stage does not constitute a waiver of those rights.
24. All decisions made by the Promoter, its employees or agents are final and no correspondence will be entered into.
25. The Promotor may amend, suspend or cancel any aspect of the promotion (including any prize/gift) at any time at its sole discretion.
26. Except for any liability that cannot be excluded by law, the Promotor (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or

equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected; (d) any variation in the prize; any tax liability incurred by a claimant or entrant; or (f) use of a prize.

27. As a condition of participating in the promotion, the entrants indemnify the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with the promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which an entrant may incur arising out of their participation in the promotion and/or the travel and tour associated with it, howsoever caused.
28. The Promoter collects and holds personal information provided by entrants for the purposes of this promotion, and to advise details of further promotions by mail, email or texts. You will always be given the right to opt out of receiving further communications. Failure to provide requested personal information may disqualify a person from entering this competition. All personal information provided by entrants will be held by the Promoter at the address specified in clause 27 below. Under the Privacy Act 2020, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email to [kitchens.wellington@mastercraft.co.nz](mailto:kitchens.wellington@mastercraft.co.nz)
29. The Promoter is Your Kitchen Limited, 04 576 9348 or email [kitchens.wellington@mastercraft.co.nz](mailto:kitchens.wellington@mastercraft.co.nz) contact person – Michelle Norman, Sales Manager