

## Progressive Onecard Exclusive Promotion

### ONECARD PROMOTION TERMS AND CONDITIONS

#### Prize

Prize is a trip for two to New York (the Prize) and includes:

- a. return airfares (including all applicable airport taxes and government levies) for two people to New York from either Auckland, Wellington or Christchurch;
- b. return airport transfers to and from The Warwick Hotel in New York;
- c. six nights for two persons (twin share or double room) at The Warwick Hotel, New York;
- d. a USD\$100 gift voucher to spend at the Hershey's store in Time Square ;
- e. NZ\$2,000 spending money.

#### Terms binding

Information on how to enter form part of these terms and conditions. By entering into this promotion you agree to be bound by these terms and conditions

#### Who is eligible

This promotion is open to Onecard holders only.

#### How to Enter

Purchase any nominated HERSHEY'S KISSES® creamy milk chocolate 118g, HERSHEY'S KISSES® creamy milk chocolate with almonds 108g, HERSHEY'S KISSES® milk chocolate filled with caramel 121g, HERSHEY'S KISSES® dark chocolate 121g, or HERSHEY'S KISSES® filled with mint truffle 118g, HERSHEY'S® Syrup 680g, HERSHEY'S® Shell Topping 205g, HERSHEY'S® SKOR® Bar 39g or HERSHEY'S® Hot Fudge Topping 453g ("promotional product") from a participating Countdown, Woolworths or Foodtown supermarket, swipe your Onecard **or** if you are shopping online enter your Onecard number at the time of purchase. Delivery date must be within the Promotion Period for online purchases and automatically go into the draw to win the trip for 2 to New York.

Entry is not limited per transaction. There is 1 entry into the prize draw for each promotional product purchased.

The Promotion commences 31 October 2011 & closes 11.59pm on 25 December 2011 ("Promotion Period").

#### Winner(s)

The prize draw will take place on 9 January 2012. The first winning valid entry drawn will each win a prize. The winner(s) will be notified by telephone and/or mail using the details listed on the Onecard database. Entrants should ensure that their personal details on the Onecard database are correct.

In the event a winner cannot be contacted within three weeks of the prize draw, the prize will be redrawn.

The winners agree to make themselves available for reasonable promotional and publicity purposes.

If a winner is under the age of 18, the prize may be awarded to the winner's parent or guardian.

#### Prize terms

1. **Prize** This Promotion is only open to "Eligible Entrants", being individuals who are (a) not employees and their immediate families, of the Promoter (Wilson Consumer Products), its related companies, its agencies, and anyone else professionally connected with the promotion; (b) are not a spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of such an employee, and anyone else professionally connected with this Promotion; and (c) are not a director,

## **Progressive Onecard Exclusive Promotion**

shareholder, officer, employee, contractor or agent of any Prize Pack supplier participating in the Promotion.

2. If a winner is under 18 years of age at the start of the promotion, their nominated travelling companion must be a parent or guardian who is 18 years of age or older.
3. The travelling companion of the winner can be any age.
4. The winner will be solely responsible for his/her travel companion, including ensuring that the travel companion complies with all applicable laws and regulations.
5. The Prize must be taken by 1<sup>st</sup> of April 2012 otherwise the entire Prize Pack is forfeited. No extensions or variation on these travel dates or arrangements will be permitted. All components of the Prize must be taken together. Any changes or additions to the booking may incur a cancellation or amendment fee, at the cost of the winner.
6. The winner must notify the Promoter of the name, age and contact details of the person that the winner wishes to nominate as his/her travelling companion. The Promoter may, at its sole discretion, allow the winner to change his/her nominated travelling companion following notification under this clause.
7. The winner must notify the Promoter of any special needs or requirements he/she or the winner's travelling companion has that may impact on the winner or the travelling companion's redemption of the Prize (for example, whether wheelchair access is required).
8. The Promoter reserves the right to draw an alternate winner if the Promoter determines in its sole discretion that the winner does not comply with these Terms and Conditions of Entry or where the Promoter has reasonable grounds to believe the winner will not comply with these Terms and Conditions of Entry.
9. If a winner does not wish to claim the Prize, they may nominate another person to whom the Prize can be transferred to. However, the Prize must not be sold or used, donated or given away as part of another promotion.
10. If the winner is unable to take the Prize or the winner's nominated travel companion is unable to accompany the winner, due to any illness or personal circumstance beyond the winner's or travel companion's control, the winner must immediately notify the Promoter. The Promoter may, at its sole discretion, allow the winner to nominate another person to whom the Prize can be transferred to and the Promoter will use all reasonable endeavours to transfer the Prize accordingly. The Promoter will not be liable if any part of the Prize that is unable to be transferred to the person nominated by the winner.
11. Travel details including flights and spending money will be sent out to the winners as soon as practicable following the Prize Draw and after all the winner's details have been confirmed. By accepting the Prize Pack, the winner then gives express consent to the Promoter to be able to

## **Progressive Onecard Exclusive Promotion**

provide his/her and their travelling companion's personal information to the airline, transfer providers and accommodation providers to make and confirm their bookings.

12. The Prize is not transferable or exchangeable and cannot be taken as cash except as stipulated.
13. The winner and the winner's travelling companion take the Prize entirely at their own risk.
14. See Additional Terms and Conditions below

Prize value is correct at time of printing but no responsibility is accepted for any variation in the value of any prize items.

In the event that any prize item is unavailable despite the Promoter's reasonable endeavours, the Promoter reserves the right to substitute a different prize item of equal or greater value.

Prizes will only be delivered in New Zealand and each winner should allow 28 days from the date of the prize draw for delivery of their prize.

The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process, including but not limited to making multiple entries that are not associated with the purchase of a Promotion Product, or for submitting an entry that is not in accordance with these terms and conditions.

The Promoter's decision is final and no correspondence will be entered into.

### **Variations**

The Promoter reserves the right to vary any of the terms of entry applying to this promotion or to modify, terminate, suspend or reschedule this promotion.

### **Exclusions and Liability**

The Promoter and Progressive Enterprises Limited are not responsible for late or misdirected entries and take no responsibility for any entries not correctly lodged through the Onecard system.

The Promoter and Progressive Enterprises Limited and its related companies, employees and agencies shall not be liable for any loss, damage or personal injury (including but not limited to indirect or consequential loss) suffered by any person arising directly or indirectly out of or in connection with entering this promotion or claiming/winning any prize, except as required by law.

The Promoter and Progressive Enterprises Limited are not responsible for the transmission or receipt of any incorrect information associated with entries, either caused by user error or any equipment or programming malfunction associated with the promotion.

### **Use of Personal Information**

All entries remain the property of Onecard and Progressive Enterprises Limited. All personal information will be collected and stored by Onecard (Progressive Enterprises Limited) 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. Progressive Enterprises Limited may use entrants' personal information from entries to conduct the promotion and for its own future promotional and publicity purposes in accordance with standard Onecard terms and conditions.

By entering this promotion entrants consent to the use of their information as described above.

## **Progressive Onecard Exclusive Promotion**

### **Promoter's Details**

The Promoter is Wilson Consumer Products, PO BOX 105-125, Auckland Central

### **Additional Terms and Conditions**

- 1) The Prize excludes the items listed below (such list is not exhaustive) and are therefore the responsibility of the winner and the winner's travelling companion:
  - a) for winners located in the Upper North Island outside of Auckland, the Lower North Island outside of Wellington or in the South Island outside of Christchurch, transportation expenses to Auckland airport, Wellington airport or Christchurch airport respectively (where the flights to New York leave from);
  - b) valid passports and USA visas;
  - c) all other costs and personal expenses (other than the NZ\$2,000 spending money) such as shopping, transportation (other than the transportation specified), food and beverage expenses and taxes;
  - d) accommodation related charges other than the room rates such as phone calls, room service, in-room movies, laundry, mini-bar charges, loss of hotel property, damage to hotel property, or any other expenses incurred in the hotel other than those stated above;
  - e) accidental insurance coverage; and
  - f) travel insurance.
- 2) The total value of the Prize is approximately NZ\$12,250.
- 3) The Promoter's decision is final and the Promoter may refuse to award the prize to any person, for any reason due to unforeseen circumstances or acts of god.
- 4) The Promoter will not be responsible for any incorrect or inaccurate information concerning this promotion or any technical errors that may occur during administration of this Promotion.