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## EVENT Cinemas Ltd ("Promoter")

### Be in to WIN\* the Ultimate Family Trip to Tokyo ("Promotion") Conditions of Entry

1. Information on how to enter the Promotion and the prize form part of these Conditions of Entry.
2. Entry into this Promotion is deemed to be acceptance of these Conditions of Entry.

The Promotion is open to individuals who:

- i. are residents of New Zealand who are 18 years or over
- ii. are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the prize); and
- iii. have not been discovered to have breached Conditions of Entry of previous contests run by the Promoter ("Entrants").
- iv. are current members of the Cinebuzz Rewards programme.

Immediate family members means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

3. By entering this promotion, Eligible Participants agree to be bound by these terms and conditions. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is condition of entry that Eligible Participants are able to accept the prizes as stated. Inability to accept a prize as stated, on the dates indicated, will deem the participant an ineligible entrant and any prize won will be forfeited.
4. All prices stated are in New Zealand dollars, represent the recommended retail price ("RRP") and include GST. All references to times and dates are to times and dates in New Zealand, which may be New Zealand Standard Time (**NZST**) or New Zealand Daylight Saving Time (**NZDT**) depending on the date. All times are stated using the 24-hour clock.

#### KEY DATES

5. The promotion commences on at **Thursday 28 November 2019** 13:00 (NZDT) and concludes on **Thursday 12 March 2020** at 23:59 (NZST) ("**Promotion Period**").
6. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these terms and conditions are incomplete, or submitted or received by the Promoter after the closing date will be declared void.
7. The competition prize draw for the winner will take place at 12:00 (NZST) on **Monday 16 March 2020**, at EVENT Cinemas Ltd Level 1, 123 Broadway, Newmarket 1010, Auckland New Zealand.
8. The winners of the Draw will be notified immediately by telephone and email relying on contact details provided by the entrant.
9. **UNCLAIMED PRIZE DRAW:** The Promoter reserves the right to redraw the prize in the event of an entrant failing to comply with these terms and conditions or forfeiting or not claiming the prize by 12:00 NZST on **Monday 23 March 2020**. If the prize remains unclaimed by that date, a second draw will be held at 12:00 NZST on **Tuesday 24**

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**March 2020** at the same location as the original draw. Disposal of the unclaimed prize may be made subject to any written directions given by any government authority and pursuant to any relevant legislation. The unclaimed prize draw winner will be contacted by phone and mail immediately.

## HOW TO ENTER

10. To enter the Major Prize Draw an Entrant will be required to:
  - i. Be a current member of the Cinebuzz Rewards programme.
  - ii. Purchase a ticket ONLINE to ANY film at Event Cinemas or the Embassy Theatre before the Thursday 12 March 2020, at [www.eventcinemas.co.nz](http://www.eventcinemas.co.nz); or via the Event Cinema iPhone, iPad or android application or via mobile phones at [m.eventcinemas.co.nz](http://m.eventcinemas.co.nz) during the competition.
  - iii. A member must be signed in when purchasing their ticket for entry to be valid.
  - iv. Qualifying members will be sent a booking confirmation email which will include a competition banner which when clicked on, will take them to the competition entry form. Qualifying member must submit an entry, provide all personal information requested (full name, booking confirmation number, Cinebuzz card number, phone number, postal address and email address).
11. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.
12. The major prize will be awarded to 1 entry, picked at random from the draw. **Major prize is valid to redeem up to 12 months from the date of notification of winning. Prize cannot be taken over Christmas, New Year or Public Holidays in the departure or arrival country. This excludes blackout dates which are the months of July, August, December and January or Public Holidays in the departure or arrival country.**

## ENTRY REQUIREMENTS & VERIFICATION

13. All entries in the Promotion may be subject to verification by the Promoter, including:
  - i. Entrants **MUST** retain their movie ticket or their online booking confirmation or their credit card statement (evidencing their Qualifying Purchase) for their entry submitted as proof of purchase ("**Proof of Purchase**"). Entrants may be required to, within 7 days of being asked to do so, send their Proof of Purchase to the Promoter in order to validate their entry. A reply paid address will be provided to Entrants. Entrants must also retain a photocopy of the Proof of Purchase submitted for verification purposes. The Promoter recommends that Entrants send their Proof of Purchase via registered post, however this is not a Condition of Entry; and
  - v. All Entrants **MUST** also deliver to the Promoter (by a means reasonably determined by the Promoter) copies of any other documents the Promoter may request establishing eligibility to enter or win the Promotion, including but not limited to evidence of age, residence or identity ("additional documentation"). The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an Entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an Entrant **MUST** also, within 7 days of being asked to do so, allow the Promoter to inspect a copy of the original of any such document.
  - vi. At least 1 person travelling must be over the age of 21. Accommodation is based on 2 adults and 2 children under 16 years sharing a quadruple occupancy room.

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14. The Promoter may, at its absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrant/s:
    - i. Tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
    - ii. Shares proof of purchase requirements in order to gain a competitive advantage over other Entrants; or
    - iii. Tampers with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses; or
    - iv. Acts in a disruptive manner; or
    - v. Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
    - vi. Fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
    - vii. Acts in violation of these Conditions of Entry.

#### **ENTRY DETAILS**

15. Entrants can only enter in their own name.
16. Entries are deemed to be received at the time of receipt in the Promotion database and NOT the time of transmission by the Entrant.
17. Incomplete, illegible or incorrect entries, entries which are not in the required format or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win a prize.

#### **PRIZES**

18. One major prize will be drawn.

The one entry which is drawn for the major prize will win:

##### **The Major prize:**

- **4 roundtrip tickets from select major international airports in New Zealand to Tokyo, Japan (2 Adults x 2 Children under the age of 16 years)**
- **Transfers: Roundtrip airport transfers in Tokyo**
- **Accommodation: 5 nights' luxury hotel accommodation in Tokyo, including daily breakfast**
- **Custom 'Sonic The Hedgehog' Tour of Tokyo: Join a private guide and explore Sonic's genesis on a custom-designed Sonic tour of Tokyo's world-famous gaming district; Akihabara, before exploring the Sonic and SEGA attractions at Joypolis Arcade (4 hours). Includes expert guide, admission to arcades and roundtrip transfers from hotel**
- **"Teleport" to a Theme Park at The Base of Mount Fuji By Bullet Train: Enjoy full-day unlimited rides admission to Fuji-Q Highland, priority passes for one of the fastest accelerating rollercoasters in the world and roundtrip travel from Tokyo by Shinkansen 'Bullet' train**
- **Fast Pass Admission to Tokyo Skytree: Sprint to the top of Japan's tallest tower with Skytree Fast Passes. Includes 4 x fast Skytree ticket, admission to floor 350 and admission to floor 450**
- **Dinner at Tokyo's Fastest Sushi Restaurant: Enjoy sushi served at supersonic speeds! Includes dinner to the total value of \$142 NZD / 10,000 JPY**
- **Prepaid Tokyo Metro Travel Card: To the value of \$71 NZD / 5000 JPY per person**
- **Travel Insurance**
- **Full Winner Management**

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Prize value is accurate as at **Tuesday 26 November 2020** and is in NZD. The Promoter accepts no responsibility for any change in prize value. The winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the draw.

#### Exclusions and notes

- The winner and adult guest must be at least 18 years of age, child guests must be accompanied by a parent or guardian as one of the adult Recipients.
- All tours and experiences will be conducted in English.
- Accommodation is based on 2 adults and 2 children under 16 years old sharing a quadruple occupancy room; hotel accommodations for the Recipients must include a Saturday night stay, and do not include any meals (other than breakfast), incidentals, gratuities, or telephone calls. Any other personal expenses incurred during the trip will be the responsibility of the Recipients. A credit card for incidentals will be requested by the hotel at check-in and therefore at least one of the Recipients must possess and travel with a valid credit card.
- The prize excludes domestic ground transfers, car rental, meals and drinks, excursions, attractions, treatments, visas, personal expenses and anything not expressly stated in the prize package.
- For the theme park, the minimum height for the specified ride is 130cm, those who do not meet the height criteria will be provided with a fast pass to a suitable alternative ride
- Dinner at the specified restaurant is provided to the maximum value of \$142 NZD / 10,000 JPY
- Travel insurance is provided to a maximum total value of \$155 NZD and is subject to restrictions and the terms and conditions of the insurance provider; it is the responsibility of the winner and/or their companions to meet any additional costs relating to obtaining insurance cover for any pre-existing medical condition and for any additional costs as may be specified where the winner and/or their companions are aged 70 or over

#### PRIZE CONDITIONS

1. Prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
2. Prizes are non-transferable and non-refundable. Prizes are not exchangeable or redeemable for cash or any other goods or services nor can they be re-sold or taken in parts. The Promoters accept no responsibility for any variation in the value, performance, or availability of any prize. The Promoters reserve the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoters control, the Promoters are not able to give the prize-winner the advertised prize, subject to State legislation. Any incidental costs relating to the prize are the responsibility of the winner.
3. The major prize winner and their companions must travel on the same flights. Travel arrangements to and from the prize winner's nearest capital city airport (if applicable) do not form part of the prize and are the responsibility of the prize winner and their companion. If a winner resides in the prize destination they will forfeit the airfare portion of the prize and no compensation will be given in lieu. Any alterations to flights that have been confirmed by the prize winner and/or accommodation details will be at the expense of the prize winner and their companions. Airport taxes and government levies must be paid by the winner at the time of booking if applicable. Itinerary to be determined by the Promoters in their absolute discretion. In the event that flights are not available, Promoters reserves the right, where practical, to offer alternative travel arrangements. Flights may be indirect and not all routings will be available; flight will be selected by prize provider at their sole discretion; the prize excludes domestic ground transfers, meals

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and drinks, excursions, attractions, treatments, visas, personal expenses and anything not expressly stated in the prize package;

4. The Promoters and their associated agencies and companies make no representation as to the safety, conditions or other issues that may exist at any destination. It is the responsibility of the winner and their companion to ensure that they have full and correct documentation for travel. The Promoters and their associated agencies and companies will not be held responsible for any loss or delay that may occur as a result of any identification documents not being produced for travel.
5. The Major Prize winner (and their travelling companions) are responsible for all other expenses including travel insurance, spending money, meals, drinks, transfers (unless specified), laundry charges, activities (unless specified), energy surcharges, hotel car parking, other hotel incidentals, visas, ground transportation, taxes not included in the price of the ticket, travel, gratuities, service charges, passports, visas, travel insurance (unless specified), pre and post accommodation, optional activities or excursions, merchandise or any other costs of a related, ancillary or incidental nature and all other ancillary costs. Unless expressly stated in these terms and conditions all other travel and prize related expenses become the responsibility of the winner. A credit card imprint or cash deposit may be required from the prize winner at check-in to the hotel for all incidental charges.
6. As a condition of accepting a prize, the winner and companion must sign any legal documentation as and in the form required by the Promoter and/or Prize Providers in their absolute discretion, including but not limited to a legal release and indemnity form.
7. It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports (all travellers will require a passport valid for at least 6 months on date of travel) and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s.
8. The prize is subject to the standard terms and conditions of individual prize and service providers.
9. The prize is subject to availability. In the event an element of the prize outlined in the above is cancelled or postponed for any reason, the winner forfeits the specified element and no cash or alternative offer will be granted in lieu of that part of the prize.
10. The Promoters, prize provider and activity operators, in their absolute discretion, at all times reserve the right to:
  - (a) Prevent any winner and/or their companions from participating in the Activity if, at any time, they reasonably believe that they pose a safety risk or for any other reason; and/or
  - (b) Cancel the Activity if the conditions are deemed dangerous; and/or
  - (c) Vary and/or substitute the prize (or part thereof) without notice with a prize to the equal value and/or specification, subject to any written directions from a State and/or Territory regulatory authority.
11. At least 1 person travelling must be over the age of 21

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12. Hotel will be selected by prize provider at their sole discretion. Accommodation is based on 2 adults and 2 children under 16 years old sharing a quadruple occupancy room. Stay must include a Saturday night in the hotel;
  13. Winners will contact prize provider with three preferred travel dates no later than six weeks prior to departure; once booked, the prize cannot be amended or cancelled; prize is non-refundable and non-transferable; no cash alternative is available; date of travel; any necessary visas or insurance are the responsibility of the winner and guests

#### **PRIZE WINNER**

14. If a winner selected is deemed not to comply with the terms and conditions of this Promotion, their entry will be declared invalid and a new winner will be judged in the Unclaimed Prize Draw.
15. To the full extent permitted by law, the Promoter, its associated companies and agencies exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant and/or prize winner in connection with the Promotion or prizes, including:
  - i. any indirect, economic or consequential loss or loss of profits;
  - ii. any loss arising from the negligence of the Promoter, its associated companies and agencies;
  - iii. Any liability for personal injury or death.
16. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by the winner.
17. The Promoter, other entities associated with this competition and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.
18. Entry details remain the property of the Promoters. Acceptance of the prize is deemed to be acceptance by the winner of these terms and conditions and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the competition. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter. A photograph of the winner experiencing the prize is required to be provided to EVENT Cinemas Ltd for use on via their marketing assets and social media pages, at a later date.
19. If the competition does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that corrupts or affects administration, security, fairness or proper conduct of the competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:

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- i. Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
    - ii. Failure of any entry to be received by the Promoter as a result of those matters; nor
    - iii. Any injury or damage to entrants or any other person related to or resulting from participation in the competition or downloading any materials relating to the competition.
  30. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
  31. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel or reschedule the Promotion, subject to state legislation.
  32. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.
  33. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
  34. The Promoter and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.
  35. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any written direction given under State Regulation.
  36. The Promoter assumes no responsibility for:
    - i. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; or
    - ii. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
    - iii. any theft, destruction or unauthorised access to, or alteration of such communications; or

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- iv. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; or
  - v. Any incorrect or incomplete information which may be communicated in the course of the administering this Promotion.

**CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

## **PERSONAL INFORMATION**

- 37. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruptions, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.
- 38. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Entrants to include Entrants in the promotion and where appropriate award any offer. If the personal information requested is not provided, the Entrant may not participate in the promotion. By participating in the promotion, each Entrant also acknowledges that a further primary purpose for collection of Entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact Entrants in the future with information on special offers or provide Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies who may contact Entrants with relevant special offers in this way. Personal information may also be accessed by the Promoter's marketing and website service providers for the purpose of processing and conducting the promotion and assisting with marketing communications. By entering the promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address or phone number below. Entrants wishing to opt out of the Promoter's marketing communications can also use the address or phone number below. All personal information will be stored at the office of the Promoter.
- 39. The Promoter is EVENT Cinemas Ltd Level 1, 123 Broadway Newmarket 1023 New Zealand, telephone number (09) 302 7070.