
Miss Lucy's Ltd
("Promoter")

WIN* A \$100 MISS LUCY'S VOUCHER
("Promotion")

CONDITIONS OF ENTRY

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

The Promotion is open to individuals who:

- (a) Are residents of New Zealand.
- (b) Over 18 years of age; and
- (c) 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
- (d) Have not been discovered to have breached these Conditions of Entry or Conditions of Entry of previous contests run by the Promoter, ("Entrants").

An immediate family member 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 1st cousin.

2. 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 a condition of entry that Entrants are able to accept the prize as stated. Inability to accept the prize as stated will deem the participant an ineligible Entrant and the prize won will be forfeited.
3. All prices stated are in New Zealand dollars (NZD), and represent the recommended retail price ("RRP") and include GST. All references to times and dates are reflected as to times and dates in Auckland, New Zealand Standard Time (NZST). All times are stated using the 24-hour clock.

KEY DATES

4. The Promotion commences for Entrants **from the 1st of every month at 12:01am** and concludes on the date that final entry submissions will be accepted on **the last day of every month at 11:59pm** ("Promotion Period").
5. 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.
6. The winner of the prize draw will be announced on **the first Monday of every month** through email. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every Entrant.
7. The winner of the Prize will be notified within 72 hours of the Promoter's announcement under paragraph 6 by email.
8. **UNCLAIMED PRIZE DRAW:** In the event of an Entrant failing to comply with these Conditions of Entry or forfeiting or not claiming the prize within 72 hours, the Promoter reserves the right to forfeit the prize.

HOW TO ENTER

9. To enter the Promotion an Entrant will be required to:

- I. Subscribe to Miss Lucy's Email Database via www.misslucys.co.nz/newsletter-signup

10. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.

11. The prize will be awarded to one randomly selected entry.

ENTRY REQUIREMENTS & VERIFICATION

12. 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. Tamper with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses; or
- iii. Acts in a disruptive manner; or
- iv. Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
- v. Fails to produce items as required or produces items that, in the Promoter opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- vi. Acts in violation of these Conditions of Entry.

ENTRY DETAILS

13. Entrants can only enter in their own name and email.

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14. Entries are deemed to be received at the time of receipt and NOT the time of transmission by the Entrant.
 15. 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.

MAJOR PRIZE

16. One (1) Major Prize will be awarded for New Zealand:

Prize Details

1 x \$100 Voucher to be used at Miss Lucy's Queenstown.

Total maximum RRP is **\$100** NZD including GST.

17. Prize values are accurate as at Wednesday, 22 September 2021. The Promoter accept no responsibility for any change in prize value. The winners are 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.

PRIZE CONDITIONS

18. The prize or any unused portion of the prizes, are not transferable or exchangeable and cannot be taken as cash. Prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated. No variations are permitted and prize must be taken in its entirety. Any unused portion of the prize will be forfeited.
19. If the Promotion is cancelled no compensation will be offered.
20. The Promoter and their relevant agencies are responsible for the prize fulfilment. In the event any government body imposes any order or restriction in relation to COVID-19 (for example, border closures) which prevents the Prize winner from being able to travel to Queenstown the Promoter will use reasonable commercial endeavours to provide an extension to the travel period.
21. The Prizes are subject to the standard terms and conditions of individual prize and service providers.
22. Prize voucher is valid for 1 calendar year from date of issue. If winner cannot take prize during this time, then the prize elements will be forfeited entirely and no compensation will be provided.
23. Prize is subject to availability at time of booking.
24. Prize is subject to availability and the Promoter reserves the right to substitute any prize component with another of equivalent value *without* giving notice.
25. If total bill is over the value of \$100 voucher, prize winner must pay the difference with cash, eftpos, debit or credit card.
26. The Prize Winner must be over the age of 18 years.
27. Prize is not exchangeable or redeemable for cash or any other goods or services nor can it be taken in parts. The Promoter accepts no responsibility for any variation in the value, performance, or availability of the prize. The Promoter reserves the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's control, the Promoter is not able to give the prize-winner the advertised prize, subject to relevant national regulations. Any incidental costs relating to the prize are the responsibility of the winner.
28. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
29. The Promoter and its 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 Prize Winner and their traveling companions to ensure that they have full and correct documentation for travel. The Promoter and its 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.
30. The Prize Winner and their traveling companions are responsible for all other expenses including spending money, meals, drinks, transfers, laundry charges, activities (unless specified), energy surcharges, car parking, other accommodation incidentals, visas, ground transportation, travel, gratuities, service charges, travel insurance, 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.

PRIZE WINNERS

31. If the prize draw winner 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 Award.
32. 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 prize, 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.

33. 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.
34. The Promoter, other entities associated with this Promotion and their related bodies corporate, and each of their officers, employees and agents, shall not be liable for and shall be released and 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 any of the prizes, except to the extent that any such liability cannot be excluded by law.
35. Entry details remain the property of the Promoter. Acceptance of a 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 Promotion. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter.
36. If the Promotion does not run for its duration or is not able to be run as planned due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that interferes with, or affects administration, security, fairness or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to cancel, reschedule or modify the Promotion and disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:
- 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 Promotion or downloading any materials relating to the Promotion.
37. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
38. 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.
39. 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.
40. 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 unauthorized access to, or alteration of such communications; or
 - iv. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion;
 - v. Any incorrect or incomplete information, which may be communicated in the course of the administering this Promotion; or
 - vi. COVID-19 or any government body order or restriction in relation to COVID-19 (for example, border closures) which prevents or restricts the Prize winner from being able to travel to or from Queenstown the proposed travel dates or otherwise use or redeem any part of the Major Prize.

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

41. Entry details remain the property of the Promoter. Acceptance of the prize is deemed to be acceptance by the winner of these Conditions of Entry 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 Promotion. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter.
42. 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 and/or prize, and Entrant acknowledges that such personal information may also be disclosed to relevant third parties and their related bodies corporate and its agents for the specific purpose of administering the promotion and providing the prizes. 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 and New Zealand 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 or in the electronic database of the Promoter.

43. The Promoter is Miss Lucy's Restaurant and Bar, 47 Camp Street, Queenstown 9300