



RADIO HAURAKI & SPEIGHTS

“We Will” win a shed promotion

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i. SPECIFIC PROMOTION DETAILS

Dates:

- Entries open: Mon 22 June 2015
- Entries close: Thu 16 July 2015
- Winner announcement: Fri 17 July on the Hauraki Breakfast

Prize:

- The prize consists of a kit-set shed and chattels as detailed below, valued at approximately NZ\$16,000 (“ Prize”).
- The shed is 10 m2 flat-packs so you’ll need some mates to help build it.
- Additional details about the prize are listed below

Prize fulfilment:

- Prize will be sent to winner by Speight’s

Age restrictions:

- The winner will be chosen from all entrants over the age of 18.
- Identification to prove age will be required for prize fulfilment.

Police checks:

- The winner will also need to undergo a police check to confirm suitability for the prize.
- This will be performed by Speight’s/ associated companies.

Promo:

- Radio Hauraki winner may be required for promotional activity for Speight’s/Radio Hauraki.
- By entering the competition the entrant is agreeing to take part and approve use of their voice/image for such promotion.

Draw:

- Winner will be randomly drawn from all entrants over the age of 18.

i. SPEIGHT'S TERMS & CONDITIONS

FULL TERMS AND CONDITIONS FOR THE "WIN A SPEIGHT'S SHED" PROMOTION

1) Information on how to enter the "Win a Speight's Shed" promotion ("Promotion") and prizes form part of these terms and conditions. By participating in this Promotion, entrants agree to be bound by these terms and conditions.

2) The promoter is Lion, 27 Napier Street, Freemans Bay, Auckland 1011 (the "Promoter").

Eligibility

3) Subject to clause 4, entry is open to anyone who, as at the time of entry, is:

a) a New Zealand resident; and

b) 18 years of age or older; and

c) living in New Zealand.

4) Employees of the Promoter and any agencies associated with this Promotion, and the immediate families of such employees, are ineligible to enter.

Prize

5) The prize consists of a kit-set shed and chattels as detailed below, valued at approximately NZ\$16,000 ("Prize").

Prize details:

Structure dimensions for shed (when assembled):

- Floor: 3.6m x 2.4m;

- Roof: 4.8m x 4.1m;

- Max. roof height: 3.2m (roof is slanted).

Materials used for shed:

- H1 treated timber frame;

- H3 treated rough sawn ply walls and cladding;

- Zinalume corrugated roof and flashing;

- 18mm plywood floor kit.

Shed will be delivered in flat-packed form with all required components (as listed below) and instructions for assembly.

Estimated build time for four (4) adults is two (2) days.

Hardware components included:

- Joist hangers;
- Prenail framing;
- Plywood cladding;
- Plywood floor kit;
- Iron roofing sheets and flashings;
- Doors, hatches and other fittings;
- Built-in furniture including interior fold-down table and seat.

Chattels included:

- 1 x timber frame log box;
- 1 x four burner barbeque (gas bottle not supplied);
- 1 x barbeque drawer and fixings;
- 1 x dart board;
- 1 x dart board cupboard;
- 1 x interior fold-down table and seat;
- 1 x tin bucket and rope.

Other included components:

- 50mm Tek Screws;
- 40mm Surefix Screws;
- 30mm Surefix Screws;
- 100mm Nails.

Tools and safety equipment are not included but will be required for assembly. At a minimum, the following tools and safety equipment will be required:

- Hammer;
- Saw;

- Saw stools;
- Level;
- Rafter square;
- Heavy duty battery drill, square drive driver, hex head driver and drill bits;
- Tin snips;
- Tape measure;
- Builders' pencil;
- Paint brush;
- Screwdrivers – square drive;
- PPE – gloves, earmuffs, kneepads and eye protection;
- Ladder.

Anchoring/foundation is not included but is recommended. Please refer to assembly instructions for approved methods.

Entry

6) Entry to the Promotion opens on Mon 16 June 2015 and closes at 23:59 on Thu 16 July 2015 ("Entry Period"). No entries will be accepted outside of the Entry Period.

7) To enter,

a) Visit the entry page at www.hauraki.co.nz/shed ("Entry Website") during the Entry Period;

b) Enter your personal details as requested;

8) Limit of one (1) Entry per person.

9) Successful entrants and Entries may be subject to extensive promotion following this Promotion. Accordingly, all entrants warrant that they do not have a criminal record and agree to undergo a Police Check to confirm this in the event that they are chosen to advance to the next stage of the Promotion. If you have any questions about this, please contact the Promoter at webmaster@speights.co.nz or on 0800 835 554.

10) the winner will be notified by the Hauraki Breakfast by telephone and/or email (using the details provided by entrants) on Fri 17 July 2015 (between 6-10am).

11) If a Finalist is unable to be notified (including failure to respond to notification) after the Promoter's first attempt at notifying the Finalist, or is unwilling to participate in a telephone interview, or refuses to undergo a Police Check, or fails a Police Check (i.e. has a criminal record), or otherwise cannot be verified, or is found to have breached any of these terms and conditions, his/her selection as a Finalist may be forfeited and an alternative Finalist may be selected in the Promoter's sole discretion. No compensation will be provided.

12) The winner also consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration, restriction on use, attribution or liability, for the purpose of promoting this Promotion (including any outcome).

Prize terms

13) The Promoter will deliver the Prize to each Winner's property (as specified by the Winner) within 15 working days of the Winner providing his/her address details to the Promoter. Delivery location must be accessible by Hiab truck.

14) Once delivered, the Prize is the sole responsibility of the winner.

15) The Prize is not transferable and is not redeemable for cash. In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute the Prize (or a part of the Prize) with a prize of equal or greater value.

Content

16) When you submit any materials in relation to the Promotion (including Entries and any content submitted in relation to Entries) ("Content"), you, unless the Promoter advises otherwise, license and grant the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. You agree not to assert any moral rights in relation to such use, where the moral rights in respect of the Content are yours to assert. You warrant that you have the full authority to grant these rights.

17) All Entries submitted become the property of the Promoter. As a condition of entering the Promotion, you license the Promoter and its authorised agents to use your Entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. You also warrant to the Promoter that each Entry submitted is an original artistic work that does not infringe the rights of any third party. You agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of these warranties.

18) You agree that you are fully responsible for the Content you submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. You warrant and agree that:

a) you will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights;

b) you will not submit any Content that is offensive, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise inappropriate or unsuitable for publication as determined by the Promoter in its sole discretion;

c) you will not submit any Content that contains or refers to any third party branded food or beverage products other than Speight's;

d) you will not submit any Content that contains or references any third party names, logos and/or trademarks;

e) you will not submit any Content that infringes the intellectual property rights of any third party, including but not limited to the use of images which are subject to copyright, unless you are the copyright owner or have the required permission from the copyright owner;

f) you will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;

g) your Content shall not contain viruses or cause injury or harm to any person or entity; and

h) you will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, you indemnify the Promoter for any breach of the above warranties.

19) Entries will be reviewed periodically; however, such review does not relieve you from responsibility and compliance with these terms and conditions. Entries that do not comply with these terms and conditions, or that otherwise contain prohibited content as determined by the Promoter in its sole discretion, will be disqualified and removed. The Promoter makes the final determination as to which Entries are eligible to take part in the Promotion and no correspondence will be entered into.

Liability

20) The Promoter accepts no responsibility for late, lost or misdirected entries. The Promoter assumes no responsibility for any failure to receive an Entry as a direct or indirect result of a technical problem of any kind or any traffic congestion on the Internet or any website. Entries are deemed to be received at the time of receipt into the Promotion database, not at the time of transmission by the entrant.

21) Except for any liability that cannot be excluded by law, including but not limited to the New Zealand Consumer Guarantees Act 1993, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for claims, losses (including loss of opportunity), damages, injuries, costs and/or expenses, whether direct, indirect, special or consequential, suffered, sustained or incurred as a result of, or arising in any way out of, or in any way connected with, the Promotion or any prize.

22) By participating in this Promotion, you agree to release and indemnify Facebook against any and all direct or indirect loss or injury suffered by Facebook arising in connection with the Promotion or the prize.

General terms

23) All decisions made by the Promoter (including, without limitation, the selection of Finalists and Winners) are final and binding and no correspondence will be entered into.

24) The Promoter reserves the right, at any time, to verify the validity of Entries and entrants (including by requesting verification of an entrant's identity, age and place of residence) and to disqualify any entrant who provides false information or fails to provide information, or otherwise submits an entry that is not in accordance with these terms and conditions. Errors and omissions may be accepted at the Promoter's discretion.

25) The Promoter may, at its absolute discretion, declare any Entry made by an entrant invalid including if:

- a) The entrant fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;
- b) The entrant is involved in any way in manipulating, interfering or tampering with the entry process, the judging process or the operation of the Promotion, or benefits from any tampering with the entry process, the judging process or the operation of the Promotion;
- c) The entrant acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person; or
- d) In the opinion of Promoter, the entrant engages in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

26) If for any reason any aspect of the Promotion is not capable of running as planned, including due to computer viruses, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter may in its sole discretion cancel, terminate, alter, modify or suspend the Promotion, and/or invalidate any affected Entries, at any time without prior notice. The Promoter will notify entrants of such changes where it is practical for the Promoter to do so.

Privacy

27) All Entries received will remain the property of the Promoter.

28) The information entrants provide will be used by the Promoter for the purposes of conducting this Promotion and for publicity purposes surrounding this Promotion. This includes (but is not limited to) processing and verifying Entries and entrants (including conducting Police Checks), communicating with entrants and publishing Entries on the Entry Website. The Promoter may also disclose your information to its contractors, its agents and third parties for those same purposes. Entry is conditional on providing this information and by entering the Promotion you consent to the use of your information as described.

29) If an entrant has opted in to receiving communications from Speight's by ticking the box on entry, the Promoter may also, for an indefinite period, unless otherwise advised, use the information provided for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to the entrant.

30) Entrants should direct any requests to access, update or correct their information to the Promoter. Personal information will otherwise be dealt with in accordance with the Promoter's Privacy Policy at www.speights.co.nz.

31) The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to the Promoter and not to Facebook. You will direct any questions, comments or complaints regarding the Promotion to the Promoter and not to Facebook. Any questions can be directed to webmaster@speights.co.nz or 0800 835 554.

i. RADIO HAURAKI TERMS & CONDITIONS

Radio Hauraki and www.hauraki.co.nz like to share our prizes around and by participating in a competition on-air, or online, and winning, you accept the following terms and conditions:

a) For a prize that is considered by Hauraki to be 'substantial', a person is ineligible to win said 'substantial' prize if they have won another 'substantial' prize in another (or the same) Hauraki competition in the previous 30 days. For clarification as to whether or not you have won a 'substantial' prize, that would preclude you from winning, please email nathan@hauraki.co.nz

b) There is a stand-down period of 10 days between prize wins for all prizes that Hauraki determines as 'minor' e.g. CD, Book, Movie Ticket, DVD.

c) If it is discovered that condition (a) has been breached, Hauraki reserves the right to not award a prize.

d) Prizes are valid for 60 Days only after being awarded. Radio Hauraki will take all reasonable measures to contact prize winners to arrange prize distribution. In the instance where a prize winner cannot be contacted and they do not contact Radio Hauraki directly, the prize is forfeit.

e) These terms are subject to change without notice and are at the discretion of Hauraki.

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