

## TERMS AND CONDITIONS OF PRIZE DRAW TO WIN A TRIP TO QUEENSTOWN, NEW ZEALAND.

1. **Promoter:** The promoter of this promotion is Le Fresh International (NZ) Limited c/- PO Box 101269, North Shore, Auckland 0745, New Zealand (**Promoter**).
2. **Scope:** These terms and conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the terms and conditions and by participating all entrants will be deemed to have accepted and be bound by these terms and conditions and by the decision of the Promoter, which is final in all matters relating to the promotion. Please retain a copy of these terms and conditions for your information.
3. **Eligibility:** Employees and immediate families of the Promoter, participating agents and their associated agencies are ineligible to enter, win or be selected as the other person sharing the prize with the winner. Entrants must be 18 years of age or over to participate in this promotion.
4. **Promotional Period:** The promotional period shall run from 00:00 hrs on 22nd December 2017 and close at 23:59 hrs on 4th February 2018 (**Promotional Period**). Entries received after this time will be ineligible for entry.
5. **How To Enter:** To enter and be eligible to win, Entrants must purchase a 2KG box of Dunstan Hills/Southern Fresh/Suncrest New Zealand Cherries during the Promotional Period in any participating outlet or via web. Scan QR code on the promotional flyer found inside the 2KG box and connect to Le Fresh WeChat account. Eligible Entrants can enter Le Fresh WeChat Share An Amazing Photo of "Cherry and You" campaign over the promotional period, entry of one (1) original photo can be submitted to Le Fresh WeChat account and you shall get a chance to win a prize. Eligible Entrants can only enter the promotion in their own WeChat account, and one (1) entry for each WeChat account holder.
6. **Minor Prize:** Random giveaways of 2KG box of Dunstan Hills/Southern Fresh/Suncrest New Zealand Cherries throughout the promotional period. The Prize winner will receive full details of how the Prize will be supplied following their winning notification.
7. **Major Prize:** Two (2) trips for two to Queenstown, New Zealand (**Major Prize**) to be won. The details of the Major Prize are as follows:
  - Return standard economy flights for winner and his or her companion from any major international airport (that is closest to their place of permanent residency) to Queenstown, New Zealand. The flight may include a maximum of one stop over per flight route to enable a connecting flight to and from Queenstown as necessary (but excludes any stopover accommodation or related costs). Flight details will be confirmed and agreed with the winner following the claiming of the Major Prize.
  - Return airport transfers for the winner and companion from Queenstown Airport.
  - 7 nights' twin-share accommodation in/around Queenstown on a Bed and Breakfast basis (excludes dinner, lunch and drinks). Details of the accommodation will be confirmed following the claiming of the Major Prize.
  - An optional excursion of Cherry orchards, packhouses and wine tasting tour can be arranged, details of which will be confirmed following claiming the Major Prize.
  - Travel insurance, visas and spending money are not included. Winner is responsible for arranging visas before entry into New Zealand. Winner is responsible for checking all visa requirements before travel and any other costs associated with claiming the Major Prize.
  - Any other costs arising out of or in connection with the Major Prize are to be borne solely by the winner and will not be for the account of the Promoter.
  - Travel must be redeemed and completed within 6 months of winning the Major Prize. The date of travel is to be mutually agreed between winner and the Promoter within this

6 month period. Once the winner has confirmed and agreed their chosen travel dates with the Promoter, the Major Prize must be taken on those travel dates. The winner and their companion must have a valid passport with at least 6 months before expiry on it and must meet any other requirements of applicable law.

- The winner will provide all relevant information to the Promoter in connection with all flights and accommodation requirements and co-operate in good faith with the Promoter in connection with the process of redeeming the Major Prize.

The Major Prize is non-transferable and no cash or date alternative is available. However the Promoter reserves the right to award similar alternative prizes of equal or greater value in the event of circumstances outside of its control that may prevent or affect the Prize being awarded, subject to any directions from a regulatory authority.

8. **Major Prize Draw:** A selection of finalists will be chosen from entries submitted by the Promoter for a chance to win the Major Prize, and the winner shall be determined by WeChat Voting Process and a representative of the Promoter. The Voting shall start from 00:00 hrs on 5<sup>th</sup> February 2018 and close at 23.:59 hrs on 11<sup>th</sup> February 2018. The prize winners will be announced on WeChat and notified no later than **25th February 2018**. All reasonable endeavours will be made to contact the winner, but should a winner not be contacted (and have been identified and verified) by **4th March 2018** the Promoter reserves the right to award their prize to a reserve winner(s) drawn at the same time as the original or subsequently to the original. All entrants are advised to check the Promoter WeChat account from **12th February 2018** for winner announcement. The Promoter reserves the right to verify all entries including but not limited to asking for address, age and identity details (which they must provide within 5 days) and to refuse to award the Major Prize or withdraw the Major Prize entitlement and/or refuse further participation in the promotion and disqualify the entrant where there are reasonable grounds to believe there has been a breach of these terms and conditions. The Major Prize winner will receive full details of how the prize will be supplied following their winning notification. The winner will be required to provide their original purchase receipt (**Proof of Purchase**) and promotional flyer and such other information as may be reasonably required by the Promoter to verify and identify the winner. The determination of the winner will be final and binding, and no correspondence will be entered into.
9. **Invalid entries/claims:** The Promoter accepts no responsibility for entries or prize claims that are lost, delayed or damaged for any reason whatsoever. It is recommended that you take a copy of your purchase receipt (**Proof of Purchase**) and Flyer. Incomplete entries/claims or those not in accordance with the entry/claim instructions will not be accepted. The Promoter also reserves the right at any time to refuse the award of the Prize or the honouring of any entitlement of the Prize to a person who is determined to have violated or breached any of these terms and conditions, gained unfair advantage in participating in the promotion or obtained a winner status using fraudulent means. The Promoter's decision will be final and no correspondence will be entered into.
10. **Major Prize risk:** The Major Prize is taken entirely at the winner's own risk. The winner will comply, and shall procure that the winner's companion complies, with all applicable laws in redeeming and using the Major Prize and any rules, requirements or conditions imposed by the providers of the elements of the Prize or which are otherwise specified by the Promoter. The winner shall be solely responsible for any breach of such laws, rules, requirements or conditions and for any loss or damage caused by the winner or their companion(s) in the course of using any element of the Major Prize. The winner indemnifies the Promoter and any associated parties, suppliers and media partners against any claim for accident or loss of

life, personal injury, property damage or other loss, cost or expense arising out of or in connection with the Prize.

11. **Images and photos:** As an entrant, you consent to your name and/or photo being used for reasonable publicity associated with the promotion and you will make yourself available for such purposes. In addition, the Promoter is hereby granted a worldwide, non-exclusive, royalty free, perpetual, transferable, sub-licensable right to use the copyright or other intellectual property in any photographs, images or material submitted by an entrant as part of the promotion including under clause 6 above (**Entrant Material**) for the Promoter's business purposes (and no Entrant shall use or permit the use of the Entrant Material for any competing or adverse purpose). Each entrant warrants the Entrant Material is original and does not infringe the rights of any third party and complies with applicable law.
12. **External events:** The Promoter shall not be liable for a failure or delay in performance in connection with the promotion (including the provision of the Major Prize) where such failure or delay is caused by Act of God (such as fire, flood or earthquake), state of emergency, war, Act of Parliament, governmental or regional or local authority restraint, legislation or bylaw, strike, industrial action, lockout, difficulty in procuring components or materials, technical difficulties or interference, equipment malfunction, shortage of labour, lack of skilled labour, delays in transit, failure or delays by suppliers or subcontractors, failure, delay or inability to obtain any necessary authorisation, legislative, departmental or other prohibition or restrictions, legal action, injunction or threat or reasonably anticipated threat of injunction or other legal action by any person or other causes whatsoever (whether similar in nature or not to the foregoing) beyond the Promoter's reasonable control (**External Event**).
13. **Cancellation:** The Promoter reserves the right to cancel, terminate, modify or suspend or recommence the promotion at any time irrespective of the expiry date for the Promotional Period including, without limitation, if for any reason the promotion is interfered with or disrupted due to a Force Majeure Event. Any such cancellation, termination, modification, suspension or recommencement shall be notified on Le Fresh WeChat account and website [www.lefresh.co.nz](http://www.lefresh.co.nz).
14. **Liability:** To the fullest extent permitted by law, any liability of the Promoter, whether for breach of these conditions or in negligence or in any other tort or for any other common law or statutory cause of action arising in relation to the promotion or the Prize, is limited to \$1,000.
15. **Use of information:** All entries become the property of the Promoter and the Promoter may without restriction or limitation use the whole or any part of the entries for any purpose. Entry into this promotion also gives the right for the Promoter or any businesses associated with the shareholders or directors of the Promoter to post, phone, email or text you information about other promotions, competitions and offers, to initiate contact with you to enquire further on your interest in other products and to initiate contact for other promotional and marketing. Entrants may access, update and request correction of their personal details held by the Promoter by contacting the promoter at the address listed in these terms and conditions.
16. **Amendment:** The Promoter retains the right to alter the terms and conditions of this promotion at any time at their discretion by notification on Le Fresh WeChat account and website [www.lefresh.co.nz](http://www.lefresh.co.nz).
17. **Governing law:** These terms and conditions will be governed by and construed in accordance with the laws of New Zealand and each entrant hereby submits to the exclusive jurisdiction of the Courts of New Zealand.