

**Dress Smart Onehunga Tropical Escape: “Win a 5 night trip for 4 to Rarotonga” Spend and Win
Terms and Conditions**

Thursday 8 July – Sunday 1 August 2021

Eligible Entrants: Residency Age	New Zealand 18+
Entry Mechanism	Make a purchase at Dress Smart Onehunga during the promotional period and upload and complete the entry form at dress-smart.co.nz/raro to be in to win.
Entry Limit	Multiple entries permitted subject to the following: <ul style="list-style-type: none"> a) only one (1) entry can be submitted per Qualifying Transaction (regardless of the number of products in excess of one (1) purchased within the transaction); and b) each entry must be submitted separately and in accordance with the entry instructions. <p>By completing the entry method, the entrant will receive one (1) entry.</p>
Promotion Period: Commencement Time Commencement Date Close Time Close Date	10.00am 08/07/21 11.59pm 01/08/21
Nominated Business	Any participating retail store at Dress Smart Onehunga
Draw Date	02/08/21
Draw Time	12.00pm
Prize	<ul style="list-style-type: none"> • Return economy airfares for 4 from winner nearest NZ "commercial" airport to Rarotonga, Cook Islands • All airline and airport taxes • Return private standard transfer from airport to accommodation • 5 nights at the Pacific resort, Rarotonga (or similar), family room • Breakfast included • Explore the beautiful marine life as you search for sea turtles on your own private sea scooter (for 4)
Total Prize Value	\$7,995.00 NZD
Approved Notification Method	Phone call using phone number details that are provided on the entry form.
Re-Draw Date	5/08/2021
Re-Draw Time	12.00pm
Re-Draw Notification Method	Phone call using phone number details that are provided on the entry form.
Special Conditions	Prize to be redeemed and travel completed by 31 December 2022.
Promoter Contact Number	09 622 1891

- 1) Information on how to claim the offer form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
- 2) Entry is open to Eligible Entrants. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion; and any retailer activating the promotion are ineligible to enter the promotion.
- 3) Promotion commences at the Commencement Time on the Commencement Date and closes at the Close Time on the Close Date. The draw will take place at the Nominated Business at the Draw Time (local time) on the Draw Date. The Promoter's decision is final and no correspondence will be entered into.
- 4) To be eligible, entrants must:
 - a) Spend at participating Dress Smart Onehunga retailers during the promotional period
 - b) Upload a picture of their receipt and complete the entry form on Dress-Smart.co.nz/raro
 - c) Retain their original or a photocopy of their purchase receipt(s) for their claim as proof of purchase.
- 5) Each eligible transaction is only valid for one entry
- 6) The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. Entries must be submitted in the manner required and received by the Promoter during the promotional period. Entries received will be considered final by the Promoter. Late entries will not be accepted.
- 7) The Prize must be taken as offered and cannot be varied. Prizes are not transferable or exchangeable. Any change in the value of a prize between the publishing date and the date the prize is claimed is not the responsibility of the Promoter. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. All warranty claims in respect of the prizes must be directed towards the applicable manufacturer and not the Promoter.
- 8) The Winner will be notified by the **Approved Notification**
- 9) There is one prize to be won. The prize includes:
 - a) One trip for the winner and three guests to Rarotonga (Cook Islands), including:
 - b) Return economy airfares for 4 from winner nearest NZ "commercial" airport to Rarotonga, Cook Islands
 - c) All airline and airport taxes
 - d) Return private standard transfer from airport to accommodation
 - e) 5 nights at the Pacific resort, Rarotonga (or similar), family room
 - f) Breakfast included
 - g) Explore the beautiful marine life as you search for sea turtles on your own private sea scooter (for four)
- 10) The prize is non-transferable or negotiable and may only be claimed by the Winner. The Winner must be available on the Redemption Dates to redeem the prize.
- 11) The Winner is responsible for paying all additional or ancillary costs associated with the prize including spending money, transport, transfers, meal costs, insurance, passport and visa requirements and all other incidentals other than those specifically included as part of the prize in clause 9 above.
- 12) All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. Travel is valid for 12 months from the date the winner is drawn. Block out periods include 10 December 2021 until 25 January 2022 and from 20 June 2022 until 10 August 2022 along with all other special event periods. All bookings must be made a minimum of 45 days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. No portion of the prize is redeemable for cash. The prize is non refundable or transferable. Winner and companion must be in possession of a valid passport with a minimum of 6 months validity on it prior to departure. Winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. Winner is responsible for any additional taxes and/or resort fees associated with the chosen accommodation, unless otherwise stated. Visas, valid passports, additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred. It is the winner's responsibility to organise transport to/from the airport departure/return point. Prizewinner and travel companions must have valid travel insurance for their period of travel.

- 13) The Promoter encourages the responsible use of the Prize(s), in accordance with applicable State legislation.
- 14) If for any reason a prize, or any part of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, the Promoter reserves the right in its absolute discretion to postpone or reschedule travel dates, provide an alternative prize to the same value of the original prize or any part thereof, or cancel, terminate, modify or suspend the promotion, subject to any written directions made under applicable State or Territory legislation.
- 15) The Winner is responsible for meeting all travel, visa, and health requirements for international travel. It is the Winner's responsibility to check with all government travel advisory and immigration authorities regarding travel requirements and eligibility. Any fines, penalties, expenditure or inability to travel as a consequence of not meeting such requirements are the sole responsibility of the Winner.
- 16) The Promoter makes no representation as to the safety, conditions or other issues that may exist at any of the destinations or events forming part of the prize. It is the sole responsibility of Winner to check government travel advisories and/or conditions regarding the safety and situation of any such destinations.
- 17) The Promoter is not responsible for any cancellation, postponement, delay or rescheduling of any part of the prize and any costs incurred as a result, including without limitation any costs of accommodation or quarantine will be at the risk of and the sole responsibility of the Winner. It is the Winner's responsibility to check any third party terms and conditions associated with the prize.
- 18) Entrants must only enter in their own name. The Promoter reserves the right to request the winner(s) to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their identity, age, residency, eligibility to enter and claim a prize and any information submitted by the entrant in entering the promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entrant has not been verified or validated to the Promoter's satisfaction within the time requested, that winner's entry will become invalid. Proof of identification, residency and entry considered suitable for verification is at the sole discretion of the Promoter. The prize(s) will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion. In the event that a prize winner cannot provide suitable proof, the relevant prize will be forfeited and no substitute will be offered.
- 19) The Promoter may conduct such further draws as are necessary (including a second chance draw) at the same place as the original prize draws on Re-Draw Date at the Re-Draw Time (AEST) in order to distribute any prizes forfeited or unclaimed by that time in respect of those draws, subject to any written directions given under applicable State legislation.
- 20) The Winner(s) of any unclaimed prize draw will be notified by the Approved Notification. All reasonable steps to notify the winner of the results of any unclaimed prize draws will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
- 21) Where applicable, the Promoter reserves the right to request that the prize winner of any of their companions obtain certification from a medical professional that they are in the mental or physical condition necessary to be able to safely participate in the prize. If the prize winner or any of their companions is unable to provide such certification, the Promoter reserves the right to refuse to allow the prize winner or any of their companions to take part in any or all aspects of the prize.
- 22) No compensation will be payable if a winner, or their companions (if applicable) are unable to use any element of the prize as stated for whatever reason, including refusal of entry or ejection from the date locations or participation in certain activities for health, age, behaviour or safety reasons. Any part of a prize that is not taken for any reason is forfeited.
- 23) Liability: Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
- 24) If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by

law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

- 25) The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
- 26) Right to verify: 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 or for submitting an entry which is not in accordance with these conditions of entry, or if the entrant is 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.
- 27) Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.
- 28) The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
- 29) 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. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those losses, damages and costs.
- 30) Consent: As a condition of entering this promotion, entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner of a draw (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this promotion (including any outcome), and promoting any products or services manufactured, distributed and/or supplied by the Promoter. The winner(s) agree to participate in all reasonable promoted activities in relation to this promotion as requested by the Promoter and its agents.
- 31) The winner may choose their companions in their discretion subject to the companions agreeing to be bound by these terms of entry. As a condition of accepting the prize, the winner (and his/her companion(s), if applicable) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 32) If any dispute arises about the conduct of the promotion or the claiming of the prize, the claimant must give written notice within 14 days of the Redemption Date to the Promoter of the details of the dispute and circumstances giving rise to the dispute. The Promoter will attempt in good faith to reach a resolution within 14 days of receipt of any such notice. In the event that agreement is not reached, the parties agree to refer the dispute to an accredited mediator.
- 33) All entries and any copyright subsisting in the entries become and remain the property of the Promoter.
- 34) Your Personal Information is being collected by the Promoter to include entrants in the promotion and where appropriate award prizes. If you fail to provide the Personal Information that is being requested you may not be able to enter this promotion, receive a prize, deal with your complaint or receive marketing information (as applicable). The Promoter may also share your Personal Information with other companies or individuals who assist us in providing products or services or who perform functions on its behalf (such as direct marketing companies, mailing houses, consultants and service providers). If the Promoter is to disclose information to an overseas recipient, it is likely to be to one of the countries identified in its Privacy Policy.
- 35) All entries are subject to the **Special Conditions**.
- 36) The Promoter is Dress Smart, Onehunga, 151 Arthur Street, Onehunga, Auckland 1061 New Zealand.