

**Dress Smart Auckland Black Friday Sign Up and Win Promotion: “Sign up to receive our Black Friday deals email and be in to win 1 of 3 \$500 shopping sprees”
Terms and Conditions**

Tuesday 14 November – Wednesday 22 November 2023

Eligible Entrants: Residency Age	New Zealand 18+
Entry Mechanism	Sign up to the Dress Smart Auckland mailing list before 6pm Tuesday 21 November to receive the subscriber-only Black Friday Deals preview email on Wednesday 22 November, and click through from the email to be in the draw.
Entry Limit	Each eligible person may enter the draw once only via a valid email address.
Promotion Period: Commencement Time Commencement Date Close Time Close Date	6.00pm 14/11/2023 5.59pm 21/11/2023
Nominated Business	Dress Smart Auckland
Draw Date	23/11/2023
Draw Time	9.00am
Prize	One of three \$500 Dress Smart gift cards to be used at participating Dress Smart retailers and valid for 24 months from date of gift card issue.
Total Prize Value	\$1,500.00 NZD
Approved Notification Method	Email from hello@auckland.dress-smart.co.nz using email address that is provided on the Dress Smart Auckland mailing list subscription form which is available at https://auckland.dress-smart.co.nz/black-friday/
Special Conditions	Prize to be collected at Dress Smart Auckland Management Office With a valid ID.
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) Sign up to the Dress Smart Auckland mailing list before 6pm Tuesday 21 November at <https://auckland.dress-smart.co.nz/black-friday/>
 - b) Open the Dress Smart Auckland subscriber-only Black Friday Deals preview email on Wednesday 22 November and click through from the email and to be in the draw.
- 5) Each eligible person may enter the draw once only via a valid email address.
- 6) Neither the Promoter nor any other entity associated with this competition will be responsible for any late, lost, misdirected, corrupted, incomplete or incorrectly submitted entries, including but not limited to entries not received due to technical problems or human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant. 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 Method**
- 9) There are three prizes to be won, each is one \$500 Dress Smart gift card to be used at participating Dress Smart retailers and valid for 24 months from date of gift card issue.
- 10) In the event that the prizes or any part of a prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative prize. Prizes are non-refundable or redeemable for cash.
- 11) Prizes may differ from that shown in promotional materials.

- 12) The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
- 13) The Promoter reserves the right, at any time, to verify the validity of entries and determine the eligibility of entrants (including an entrant's identity and age) and to disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
- 14) By entering this Promotion, entrants agree to the use of their names, photographs and likeness for promotional/advertising purposes without charge, and agree to make themselves reasonably available for this purpose. The ensuing copyright will rest with the Promoter, without any claim to compensation from the entrants.
- 15) All competition entries become the property and copyright of the Promoter. By entering this promotion, entrants assign copyright in their entry to the Promoter.
- 16) The winners acknowledge and agree that he or she will comply with all instructions given by employees of the Promoter and other agencies associated with this promotion, and agree not to do anything that may bring the Promoter into disrepute.
- 17) The winners agree that as a condition of receiving the prize, he or she may be required to execute a waiver and indemnity in the form provided by the Promoter.
- 18) If a winner cannot accept a prize for any reason, the Promoter will choose a new winner and no compensation will be payable.
- 19) Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 20) All decisions made by the Promoter, its employees or agents are final and no correspondence will be entered into.
- 21) The Promoter may amend, suspend or cancel any aspect of the promotion (including any prize) at any time at its sole discretion.
- 22) Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), 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 anyway out of the Promotion, including, but not limited to, where attributable to any of the following:
 - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) any theft, unauthorized access or third party interference;
 - (c) any entry or prize claim that is late, lost, altered, damaged or misdirected ;
 - (d) any variation in the prize;
 - (e) any tax liability incurred by a claimant or entrant;
 - (f) use of a prize.
- 23) As a condition of participating in the promotion, the winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with the promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which the winner may incur arising out of their participation in the promotion and/or using the prize, howsoever caused.
- 24) The Promoter collects and holds personal information provided by entrants for the purposes of this promotion, for use by the sponsor, and for future promotional purposes. Failure to provide requested personal information may disqualify a person from being able to receive a prize. All personal information provided by entrants will be held by the Promoter at the address specified in clause 26 below. Under the Privacy Act 2020, entrants have the right to access and correct any such personal

information. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email to hello@auckland.dress-smart.co.nz

25) All entries are subject to the **Special Conditions**

26) The promoter is Dress Smart Auckland, 151 Arthur Street, Onehunga, Auckland 1061 New Zealand.