

ITM'S WIN 3 DAYS FISHING 3 WAYS CAMPAIGN - 2022

TERMS AND CONDITIONS

These terms and conditions (Rules) form the agreement between Independent Timber Merchants Co-operative Limited (ITM) and entrants in relation to the 3 Days Fishing 3 Ways promotion (Promotion). For the purposes of these Rules, reference to "entrants" is a reference to the party entering the Promotion. By participating in the Promotion, entrants are deemed to have accepted these Rules. Any Rules in favour of ITM will apply to all Travellers, as applicable.

Promotional period is from 1 February – 31 March 2022. To enter the prize draw, simply spend \$10,000 (excl. GST) on your ITM trade account at any ITM store during the promotional period then enter online at ITM.co.nz. Entries close at 11.59pm on Monday 11 April 2022 (Expiry Date). \$10,000 excl. GST can be accumulated across multiple invoices during the promotional period for the single trade account. Entries are limited to 5 per trade account. The prize is a '3 days 3 ways' fishing trip from 19-22 May, 2022 with Matt Watson in the Bay of Islands, valued at approximately \$35,000 (incl. GST).

How to enter:

- The Promotion is open to New Zealand residents.
- Spend \$10,000 (excl. GST) accumulatively during the promotional period on a single trade account at any one ITM store (**Qualifying Spend**).
- Submit your entry by entering the requested details and uploading the related invoice/s to the Qualifying Spend at itm.co.nz/fishinglegends by the Expiry Date. The requested details include:
 - Business name
 - Contact name
 - Email address
 - Phone number
 - ITM store associated with the Qualifying Spend
 - Confirmation you can travel from 19-22 May, 2022
- All entries go in the draw to win the Prize, valued at approximately \$35,000 (incl. of GST), which includes:
 - "3 days fishing 3 ways" fishing trip for four persons (**Travellers**)
 - Travel dates: Thursday 19 to Sunday 22 May, 2022
 - Return travel to the Bay of Islands from a single destination in New Zealand, including transfers to the MV Ata Rangī. Travel itineraries will be finalised with the winner upon announcement and will be determined by ITM in its sole discretion. Travellers must travel together otherwise travel is at the individual's cost
 - 3 nights on board the MV Ata Rangī (2x twin share cabins each with ensuites)
 - Fishing opportunities include big game, deep sea and inshore fishing
 - All meals on board the MV Ata Rangī
- All costs and expenses other than those expressly referred to above are excluded.
- Each Qualifying Spend will earn 1 entry into the Promotion.
- Entry is limited to 5 per trade account. Purchasing can occur across multiple invoices but must occur at the same ITM store.
- Entry into the Promotion is deemed to be confirmation that the entrant has the necessary authority from the trade account to enter the Promotion.

- ITM reserves the right to exclude/disqualify any person from participating in the Promotion on reasonable grounds (including, without limitation, where the person has interfered with, corrupted or adversely affected the administration, security, fairness, integrity or proper conduct of the Promotion).
- ITM reserves the right to refuse to award any prize to an entrant who ITM decides (in its sole discretion) has violated the Rules, gained unfair advantage in participating in the Promotion or won using fraudulent means.
- Employees of ITM and associated companies and each of their immediate families (i.e. spouse, parent, child or sibling) are ineligible to enter.
- By participating, entrants grant ITM & Tightlines Media (ITM Fishing) exclusive permission, in the event they are the prize winner, to use their names, characters, photographs, videos, voices and likeness in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration or compensation for such use. Travellers also grant such rights to ITM and entrants acknowledge that each Traveller may be required by ITM to sign a publicity release to this effect.
- All entrant personal details and trade account details must be valid and up to date and will be held by ITM and may be used for the purpose of the Promotion. All ITM trade accounts associated with the entrant must be paid and up to date to be eligible for the prize draw
- If for any reason the ITM trade account associated with an entrant goes into stop credit at any time prior to the Expiry Date, the entrant will be disqualified from participating in the Promotion.

Winning the prize

- The prize draw will be conducted on 12 April 2022. The winner of the prize will be drawn at random from all eligible entries by way of a random generated selector. The first valid eligible entry drawn will be deemed the winner of the prize draw and will be awarded the prize.
- The winner will be notified by email or phone within 3 days of completion of the prize draw via the email address or phone number provided to ITM at the time of entry into the Promotion and must be available for the preparation of all publicity that may be required by ITM.
- Where attempts to contact the winner fail (e.g. when the winner cannot be contacted by phone after three attempts within 24 hours), the winner will be deemed to have forfeited the prize and ITM will redraw an alternate winner from among all remaining eligible entries. These Rules apply to a redraw winner as if they were the original winner.
- The prize (including all travel associated with the prize) is subject to the terms and conditions and restrictions imposed by third party suppliers of the prize including MV Libertas Limited, travel providers and other service providers. To the extent permitted by law, ITM shall not be liable for any loss, damage or injury suffered by the winner arising from the conduct of such third party suppliers. The Prize is not redeemable for cash or transferable.
- ITM is not responsible for any notification that is misdirected or lost, or if the winner cannot be contacted due to incorrect details being provided on the trade account associated with the winner's winning entry (or for any other reason).
- The Travellers must travel on the travel dates set out above or the prize will be forfeited. ITM is not responsible if for any reason the Travellers are unable to travel on such travel



dates or in the event of the cancellation or delay of any scheduled travel associated with the prize.

- In the event that the prize (or any part of the prize) becomes unavailable for any reason ITM may substitute the prize with a prize of equal or greater value.
- The winner takes the prize entirely at his/her/its own risk and indemnifies ITM in respect of any claim for any accident, injury, property damage or loss of life and any other loss, harm, damage, cost or expense that may occur in connection with the prize, including its use by the entrant and the Travellers.
- All invoices relating to the Qualifying Spend must be paid by the winner on or before the dates specified by the relevant ITM store, otherwise the prize is forfeited by the winner. The winner may only claim the prize if payment of all invoices issued to the winner or any trade account associated with the winner by any ITM store are up-to-date. In addition, if any such invoices are overdue at any time between the commencement of the promotional period and the time the prize is redeemed, the prize is forfeited by the winner.
- The winner is solely responsible for any taxes and other costs which may be payable as a consequence of receiving the prize and is advised to seek independent advice.

COVID-19 vaccination status

- To embark the MV Ata Rangi, MV Libertas Limited (a third party supplier of the prize) requires Travellers to either be fully vaccinated with a minimum of two doses of Ministry of Health approved COVID-19 vaccines (or their international equivalent) or have a Ministry of Health issued medical exemption from being vaccinated against COVID-19 and have tested negative for COVID-19 by way of test taken within 48 hours of boarding. Other third parties associated with the supply of the prize may have similar requirements. Accordingly, winning the prize is contingent upon the winner providing ITM with each Traveller's My Vaccine Pass issued by the New Zealand Government within 48 hours of being notified that they are the winner, either digitally or as a hardcopy. Should the winner not supply each Traveller's My Vaccine Pass within 48 hours, they forfeit the prize in its entirety and ITM will redraw a winner.
- The Travellers will also be required to present their My Vaccine Pass (and negative COVID-19 test result, if applicable) to MV Libertas Limited and any other third party suppliers with similar requirements in order to redeem the prize (or any part of the prize).

Additional

- ITM reserves the right to amend, vary, extend or discontinue this Promotion at any stage, for any reason.
- To the fullest extent permitted by law ITM will not be liable for any loss or damage whatsoever (whether direct, indirect, special or consequential) or for personal injury in any way associated with the Promotion or the prize (including the winner accepting and/or using the prize), whether in contract, tort (including negligence) or otherwise.
- Where the prize is to be supplied by an entity outside ITM control and that entity fails, for whatever reason, to supply the prize, ITM has no responsibility for the provision of the prize and is not obliged to provide an alternative prize or to take legal action to require the prize supplier to provide the prize.
- If the prize (or any part of the prize) cannot be redeemed due to a Force Majeure event, ITM will try to arrange an alternative date(s) for the prize to be redeemed by agreement with



supplying parties. However, ITM will not be responsible if an alternative date cannot be arranged. For the purposes of this clause, a Force Majeure is an event beyond the control of ITM which prevents your travel occurring (either on a particular day or in its entirety) including but not limited to:

- Act of God such as fires, explosions and earthquakes.
- War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, embargo, acts or threats of terrorism.
- Civil unrest, rebellion, revolution, insurrection or military or usurped power or civil war.
- Extreme health threats, epidemic, pandemic (including, without limitation, COVID-19), contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive.
- Riot, commotion, strikes, go slows, lock outs or disorder, default or failure of subcontractors or suppliers, provided that it is acknowledged that a Force Majeure event does not include a weather-related event.

Privacy

- To participate in the Promotion, certain personal information is required to be provided to ITM by entrants. This includes personal information submitted by an entrant as part of their entry into the Promotion (such as name and contact details) and, if the entrant is drawn as the winner, each Traveller's COVID-19 vaccination status. Such personal information will be used by ITM for the purposes of conducting this Promotion. If the entrant or Travellers fail to provide the personal information to ITM, the entrant may be unable to participate in the Promotion or claim the prize.
- ITM may disclose the personal information to third parties, including third party suppliers of the prize and service providers who assist in conducting this Promotion.
- ITM's Privacy Policy is available at [<https://www.itm.co.nz/Privacy-Policy>] and contains information about how ITM handles personal information including how individuals can seek access and correction of personal information that ITM holds about them.
- By providing personal information to ITM, the entrant consents to the collection, use, disclosure and handling of that information as described in ITM's Privacy Policy and these Rules (including on behalf of the Travellers).