

## **Terms and Conditions**

1. The promoter is: Soljans Wines Ltd (company no. 658205) whose registered office is at 366 State Highway 16, Kumeu, Auckland 0892.
2. The competition is open to residents of New Zealand aged 18 years or over except employees of Soljans Wines Ltd and their close relatives and anyone otherwise connected with the company or judging of the competition.
3. There is no entry fee to enter this competition.
4. Participation in the competition is deemed acceptance of these Terms and Conditions of Entry
5. Route to entry for the competition and details of how to enter can be found on <http://www.soljans.co.nz/fusionmoments>.
6. The competition will be run on Facebook and Instagram.
7. Multiple entries are allowed and encouraged.
8. Closing date for entry will be 03/01/2020. After this date no further entries to the competition will be accepted.
9. The rules of the competition and how to enter are as follows:
  - To enter participants must post an image on either facebook or instagram with #fusionmoments.
  - The image must include reference to the soljans fusion range. E.g flute of fusion rosé.
  - Second chance draw *tag a friend* entrants must tag or mention a friend in the comments of any of Soljans Estate Wineries post on instagram or facebook related to the fusion moments campaign within the competition dates.
  - Post must be made available to the public to qualify for entry.
10. The promoter is not responsible for inaccurate prize details supplied to any entrant by a third party connected with this competition.
11. The prizes are as follows:
  - Grand Prize - 1 x Island Getaway
  - Minor Prizes:
    - 1 x FujiFilm Instax Mini 9 photo camera
    - 1 x Ultimate Ears WONDERBOOM 2
    - 1 x Road Trip Gift Pack
  - Mini Prizes - Gift Vouchers

- (a) The grand prize is subject to change at any moment without giving notice. The destination is not confirmed and will be subject to availability. The trip must occur in off peak times, blackout dates will apply.
- (b) If the winner(s) cannot commit to the available dates the promoter reserves the right to draw another winner(s).
- (c) Valued up to \$1500, the destination will take into account the winner(s) preference to the discretion of the promoter, the winner has the ability to contribute to the prize value if desired.
- (d) The trip must be organised post competition with a third party travel provider.

The prizes are as stated and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent or greater value without giving notice.

12. The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize or during the entrance process, except for any liability which cannot be excluded by law.

13. Winners will be chosen:

- (a) Based upon the image they have submitted for entry
- (b) Soljans Wines Ltd will judge the competition and decide on the winner of each prize, which will be picked from all complete entries via Facebook and Instagram.
- (c) Soljans Wines Ltd's decision as to those able to take part and selection of winners is final. No correspondence relating to the competition will be entered into.
- (d) Soljans Wines Ltd requires the competition to reach the minimum entrants quota (50 independent entries) for the major prize winner to be drawn.
- (e) Minor Prizes require a minimum of 10 independent entrants per prize.

14. The winner(s) will be notified through the relevant social media channels, email and/or phone call by the promoter within 7 days of every draw. If the winner cannot be contacted or do not claim the prize

within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.

15. The promoter will notify the winner(s) when and where the prize can be collected / is delivered.

16. The competition and these terms and conditions will be governed by New Zealand law and any disputes will be subject to the exclusive jurisdiction of the courts of New Zealand.

17. The winner(s) agree to the use of their name and image in any publicity material, as well as their entry without compensation. The winner(s) agrees the promoter will own copyrights in any such images and photographs. Any personal data relating to the winner(s) or any other entrants will be used solely in accordance with current New Zealand data protection legislation and will not be disclosed to a third party without the entrant's prior consent.

18. The winners' names will be available 28 days after the closing date by emailing the following address: [amber@soljans.co.nz](mailto:amber@soljans.co.nz)

19. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any

20. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or any other Social Network. You are providing your information to Soljans Wines Ltd and not to any other party.

21. Soljans Wines Ltd reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by Soljans Wines Ltd.