

NEW ZEALAND Terms and Conditions Q3 2017 TNT's Thank You Promotion

- Information on how to enter Q3 2017 TNT's Thank You Promotion ('Promotion') and the Prizes forms part
 of these Terms and Conditions. Entry into this Promotion constitutes acceptance of these Terms and
 Conditions.
- 2. The promoter is TNT Express Worldwide (NZ) Limited (registration number 76016) of 6 Joseph Hammond Place, Manukau, Auckland 2022, New Zealand (**'TNT'**).
- 3. Entry to this Promotion is open to the party ('Eligible Entrant') which:
 - 3.1 (*If a company*) is a New Zealand registered company or (*if a natural person*) is a New Zealand resident and over the age of eighteen (18) years old;
 - 3.2 Has an account with TNT; and
 - 3.3 Receives an electronic direct mail (email) communication from TNT inviting entry to this Promotion.

Individuals directly involved in the conduct of this Promotion who are employees of TNT, or agencies associated with this Promotion, and their immediate families, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

- 4. The Promotion commences at 9.00am (NZST) on 21 September 2017 and closes at 5.00pm (NZST) 1 December 2017 ('**Promotional Period**'). Eligible consignments must be booked and collected during the Promotional Period.
- 5. To participate in this Promotion, Eligible Entrants must opt-in via the link to the online registration form provided in the email to automatically receive raffle entries for this Promotion.
- 6. To automatically earn raffle entries in this Promotion, Eligible Entrants must book a TNT International Consignment using the TNT account number specified on the email communication and opt-in online form. Each International Consignment must have a total minimum consignment weight of one (1) kilogram. TNT must have collected from the Eligible Entrant the International Consignment during the Promotional Period. Each International Consignment booked by the Eligible Entrant and collected by TNT during the Promotional Period allows the Eligible Entrant one (1) automatic entry into the Promotion.

For the purpose of Paragraph 5, 'International Consignment' means:

- (a) A consignment which is either collected by TNT from an address:
 - (i) In New Zealand and delivered to an address outside of New Zealand; or
 - (ii) Outside of New Zealand and delivered to an address in New Zealand.
- (b) A consignment booked on any of the following services: International 9:00 Express, International 12:00 Express, International Express, International Express and Integrated Direct Express only.
- 7. The Draw will take place at 4.00pm (NZST) on 8 December 2017 at 6 Joseph Hammond Place, Manukau, Auckland 2022, New Zealand. The winners will be notified in writing and/or by a phone call. The winners may also be published on TNT's website tnt.co.nz one (1) week after the draw date 15 December 2017.
- 8. The eligible entries drawn, which have been submitted by Eligible Entrants in accordance with these Terms and Conditions, will win the following ('Prize'):



RAFFLE DRAWPRIZEPRIZE RRP VALUEOne (1) winnerApple iPhone 8 64GBNZ\$1,249.00One (1) winnersApple iPad Wi-Fi 32GBNZ\$539.00Two (2) winnersFitbit Flex 2NZ\$169.95Twenty-five (25) winnersTNT 2300mAh Portable Power BankNZ\$15.00

For the purpose of Paragraph 8:

- (a) There will be twenty-nine (29) Prize winners drawn.
- (b) Therefore, twenty-nine (29) Prizes in total.
- (c) The total Prize RRP value is NZ\$2,332.95.
- 9. Any taxes which may be payable as a consequence of a winner receiving a Prize are the sole responsibility of the winner.
- 10. Subject to Paragraph 12, there will be one (1) draw and twenty-nine (29) Prize winners. The Prizes will be sent from TNT, 6 Joseph Hammond Place, Manukau, Auckland 2022, New Zealand within three (3) months of the draw date. If any of the winners cannot be contacted and/or are unable to accept the prize within four (4) weeks after the draw, the Prize will be deemed forfeited. In such cases, a new draw will take place.
- 11. The judge's decision is final and no correspondence will be entered into regarding results. The Prizes are not exchangeable, transferable or redeemable in cash or in other products or services. The Prizes will only be awarded following winners' validation and verification.
- 12. TNT reserves the right to redraw in the event of an Eligible Entrant being unable to satisfy these Promotion Terms and Conditions, forfeiting or not claiming a Prize. If the Prize remains unclaimed or forfeited through ineligibility or otherwise (after the draw dates mentioned in Paragraph 7), TNT will conduct a further draw on 9 March 2018 and the winner/s will be notified in writing and/or by a phone call. If there is a redraw, the winner/s may also be published on TNT's website tnt.co.nz on 16 March 2018. No further draws will be undertaken.
- 13. Eligible Entrants consent to TNT using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and marketing and publicity purposes.
- 14. TNT takes no responsibility for any lost or misdirected entries. Except for any liability that cannot be excluded by law, TNT (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 this Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under TNT's control); (b) any theft, unauthorised access or third party interference; (c) incorrect details lodged by entrants; (d) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by TNT) due to any reason beyond the reasonable control of TNT; (e) any variation in Prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) possession or use of a Prize. In addition, participation in the promotion and/or use of the Prize is entirely at the own risk of the winner and for their own account. TNT is not liable for any damages, direct and/or indirect, arising from or in any way connected with the Prizes.
- 15. The Prizes are awarded in its current state. TNT is not responsible for any visible or hidden defects in the Prize, or for any damage resulting from delivery (shipping) of the Prize.
- 16. TNT reserves the right to vary any Prize or may substitute the Prize for a prize of like or equal value or cancel this Promotion if it is no longer able to run the Promotion due to reasons beyond its control, subject to approval by state authorities. TNT will not be liable for any losses to any party arising from any variation or cancellation.

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- 17. TNT is not responsible for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including (but not limited to) any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 18. Entry details remain the property of TNT and Eligible Entrants consent to TNT using personal information provided in connection with this Promotion for the purposes of facilitating the conduct of the Promotion and awarding a Prize. Without limiting the foregoing, Eligible Entrants' personal information provided in connection with this Promotion will be handled in accordance with the TNT's Privacy Policy, a copy of which is available by contacting TNT or from our website: tnt.com/express/en_nz/site/privacy-policy.html.
- 19. If the Eligible Entrant nominates an employee or officer of the Eligible Entrant to receive a Prize ('Nominee'), then the Eligible Entrant warrants it has obtained the consent of the Nominee for the purpose of TNT using the personal information of such Nominee in the same manner as that of the Eligible Entrant as set out in these Terms and Conditions (including but not limited to Paragraph 18) and indemnifies TNT against all liability, loss and damages suffered by TNT resulting from a breach of such warranty.
- 20. Each Eligible Entrant is responsible for ensuring that it has complied with its policies, rules and guidelines ('Policies') in relation to receiving 'prizes' from its suppliers and the Eligible Entrant warrants that it will be in full compliance of such Policies by accepting the Prize or nominating a Nominee to accept the Prize.

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