

Terms and Conditions of Entry for the 'Island Escape' Promotion

1. These terms and condition of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms. The Promotion includes instant prize scratch cards, a major prize draw and selfie prize draw.
2. The Promoter is Suntory Coffee New Zealand Limited, 23 Allens Road, East Tamaki, Auckland 2013, New Zealand.
3. The Robert Harris Cafe outlets participating in the Promotion (**Participating Outlets**) are listed at www.robertharris.co.nz/cafe-locator/
4. The Promotion will be open from 12:01am NZST on 30th September 2019 until:
 - a) 11:59pm NZST on 31st October 2019; or
 - b) At the time and date all Scratch Cards (as defined in paragraph 7 of these Terms) have been distributed by the Participating Outlets,whichever occurs first (**Promotion Period**).
5. Entry in the Promotion is only open to New Zealand residents residing in New Zealand, aged 18 and over excluding:
 - a) management, employees, directors and contractors of the Promoter, its related entities of Suntory Coffee New Zealand, the Participating Outlets and other agencies, firms or companies associated with the Promotion (including suppliers of prizes);
 - b) a relative* of a person referred to in paragraph 5(a) of these Terms; including, but not limited to, a spouse, de-facto spouse, parent, guardian, child or sibling
 - c) persons who have used or attempted to use any more than one name in order to qualify to win a promotion previously run by or on behalf of the Promoter (except in the case of a legal change of name); and
 - d) persons who have breached the terms and conditions of any promotion previously run by or on behalf of the Promoter,

*(**Eligible Entrants**). The persons referred to in paragraph 5(b) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

HOW TO ENTER FOR INSTANT SCRATCH PRIZE OR MAJOR PRIZE DRAW

6. To be eligible to claim an instant scratch prize and/or enter the major prize draw, Eligible Entrants must, during the Promotion Period, purchase a minimum of \$20 including GST worth of food and/or beverage in a single transaction **or** a Pina Colada frappe (**Qualifying Purchase**) from a Participating Outlet. If the consumer spends \$20 and buys a Pina Colada frappe they will receive two entries:
 - a) Eligible item's are anything that sits under the following categories:
 - Robert Harris café menu
 - Cabinet food
 - Hot and chilled beverages

7. Each Eligible Entrant will receive a single Promotion Scratch Card (**Scratch Card**) for each Qualifying Purchase. For example, if an Eligible Entrant purchases over \$20 including GST and under \$40 including GST, the purchaser is only entitled to one Scratch Card. Purchases in amounts of \$20 including GST entitles purchaser to one scratch card for every \$20 including GST spent.
8. The Eligible Entrant must complete their entry in accordance with these Terms (**Eligible Entry**).
9. To enter the major prize draw the purchasers must complete the following details on the tear off section of the Scratch Card and place in the entry box located in the Robert Harris café.

Name

Mobile

Email

An Eligible Entrant will be granted one (1) entry into the prize draw for each Eligible Entry submitted.

10. To be eligible to win a prize, provisional prize winners must also produce proof of purchase, the original Scratch Card and proof of identification if required by the Promoter, in accordance with the requirements set out below under "Verification".

HOW TO ENTER THE SELFIE PRIZE DRAW

11. To be eligible to enter the selfie prize draw, Eligible Entrants must, during the Promotion Period, take a selfie of themselves in front of the Robert Harris selfie wall banner in a Participating Outlet, upload the selfie to their own Facebook account and tag the photo to Robert Harris.
12. To be eligible to win a selfie draw prize, provisional prize winners must also produce proof of identification if required by the Promoter, in accordance with the requirements set out below under "Verification".

INSTANT PRIZES

13. Eligible Entrants should scratch the bottom panel (**Scratch Panel**) from their Scratch Card to see if they are an instant winner.
14. Instant prizes will include:
 - a. 200 x Aloha Mats
 - b. 80 X Straw Hats
 - c. 400 X Hacky Sacks
 - d. 80 X Beach Chairs
 - e. 400 x Tote Bags
 - f. 400 x Keep Cups
 - g. 800 x small sized Robert Harris coffees
 - h. 800 x Robert Harris frappes or smoothies
 - i. 800 x Buy One Get One Free Coffee
 - j. 800 x Buy One Get One Free Frappe or Smoothie

- k. Free muffin or scone
 - l. Free sweet slice
 - m. 480 x Robert Harris 200g Retail Packs
15. There are 5,000+ Instant Win Prizes to be won in total.
 16. Instant Win Prize winners will be required to present their winning Scratch Card to the cashier that issued the Scratch Card to claim their Instant Win Prize.
 17. All Instant Win Prizes must be redeemed in the Participating Outlet prior to end of trading hours on 31st January 2020 or their prize will be forfeited.
 18. Instant Win Prize winners will be eligible for the Major Prize Draw.
 19. The total maximum Instant Prize Pool is NZ\$20,400 (value excluding GST).

SELFIE PRIZE DRAW

20. A random prize draw will be conducted at Suntory Coffee, 23 Allens Road, East Tamaki, Auckland 2013 (**Draw Location**) at 12:00pm NZST on 15 November 2019 from all entries eligible for the selfie prize draw.
21. The first 10 Eligible Entrants drawn in the selfie prize draw will each win a Robert Harris café gift card valued at \$100.00 (including GST) – see also clause 35.
22. The selfie prize draw winners will be notified using Facebook within two (2) business days of the draw.
23. If a selfie prize is won and the Eligible Entrant does not claim their prize by 11:00am NZST on 22 November 2019, a random re-draw will be conducted in respect of that unclaimed prize on 22 November 2019 at 12:00pm NZST at the Draw Location by one of the Promoter's representatives from all remaining entries eligible for the selfie prize draw (**Re-Draw**).
24. Each winner of the Re-Draw, if any, will be notified using Facebook within two (2) business days of the Re-Draw.
25. The total maximum selfie prize pool is NZ\$1,000.00 (including GST).

MAJOR PRIZE DRAW

26. All Robert Harris cafes will courier back their MAIN PRIZE draw entries by the 14th of November 2019. A random prize draw will be conducted at Suntory Coffee, 23 Allens Road, East Tamaki, Auckland 2013 (**Draw Location**) at 12:00pm NZST on 15 November 2019 from all Eligible Entries received during the Promotion (**Major Prize Draw**).
27. The first Eligible Entrant with a valid Eligible Entry drawn in the Major Prize Draw will win a cash prize of NZ\$5,000 (**Prize**).
28. The Major Prize Winner will be notified by mobile and/or email within two (2) business days of the draw.
29. All costs associated or arising in connection with expenditure of the Major Prize are the responsibility of the Major Prize Winner. The Major Prize Winner is also responsible for selecting and booking any travel purchased using the Prize and for any necessary medical clearances, valid identification including passports, insurance, additional spending money, meals and everything else associated with any travel or accommodation booked using the Prize. The Promoter's sole responsibility is to pay the Prize into the bank account specified by the Major Prize Winner.

If the Prize is won and the Eligible Entrant does not claim their prize by 11:00am NZST on 22 November 2019, a random re-draw will be conducted on that date at 12:00pm NZST at the Draw Location by one of the Promoter's representatives from all remaining Eligible Entries received in the Promotion. (**Re-Draw**).

The Re-Draw Prize winner, if any, will be:

- a) notified by mobile and email; and
 - b) published on www.robertharris.co.nz/promotions/
30. The first initial and surname of the Major Prize winner (or the Re-Draw Prize winner, if applicable) will be published on www.robertharris.co.nz/promotions/ on 29 November 2019.
31. The total major Prize value is NZ\$5,000.00 (including GST).

VERIFICATION

32. In relation to the Instant Win Prizes and the Major Prize Draw, entrants must retain their original itemised receipt and Scratch Card (from their Eligible Purchase). EFTPOS receipts alone will NOT be accepted. The Promoter may, at any time during or after the Promotion, request an entrant to provide sufficient proof of purchase to validate any or all of the entrants' entries. Proof of purchase must show that the Eligible Purchase was made during the Promotion but prior to entry. Sharing receipts is strictly NOT permitted. If an entrant fails to provide unaltered proof of purchase that is to the Promoter's satisfaction and in the timeframe specified by the Promoter, the Promoter may (in its absolute discretion) invalidate any or all of the entrants' entries and that entrant will have no entitlement to receive any prize in this competition.
33. In relation to all prizes offered under the Promotion, prize winners must if requested by the Promoter, produce appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the prize and compliance with these Terms, before the Promoter issues their prize. If the items required by the Promoter are not received or a provisional winning entry has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the provisional winner's entry will be invalid and, at the Promoter's absolute discretion, all of the provisional winner's remaining entries will be invalid. Prizes will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.
34. If more than one person attempts to claim a prize, the Promoter has sole and absolute discretion to determine which of those persons is the winning Eligible Entrant.

GENERAL AND USE OF PERSONAL INFORMATION

35. Robert Harris gift cards can be used for purchases at any Robert Harris Cafe in New Zealand. To check the card balance by SMS (costs \$0.50) - text 'BALANCE' followed by your card number and pin to '8810', or check your card balance or expiry date by visiting www.robertharris.co.nz. Any balance on the card can be used in whole or part purchase against your next purchase at a Robert Harris Cafe. No change is given. This card cannot be topped up, is not returnable or redeemable/exchangeable for cash and cannot be used towards the purchase of another gift card. Please treat this card as cash. It cannot be replaced, and Robert Harris shall not be responsible for any gift card that may be lost, stolen or damaged. The card expires 12 months from the date of activation. Any unused balance remaining on the gift card after expiry is forfeited. Purchase, use or acceptance of the gift card constitutes acceptance of these terms.
36. Printing and other quality control errors will not invalidate an otherwise valid Instant Win Prize claim. Unless otherwise due to fraud or ineligibility under these Terms, all Instant Win Prize claims in excess of the advertised prize pool will be honoured. Scratch Cards are

void if stolen, forged, mutilated or tampered with in any way. There will be a total of **51,500** Scratch Cards printed for this promotion.

37. Each Eligible Entry must be
 - a) based on a separate Qualifying Purchase; and
 - b) submitted separately in accordance with these Terms.
38. Multiple entries are permitted, however each entry must be based on a separate Eligible Purchase and separate entry card completed.
39. Prizes are not transferable, exchangeable or redeemable for cash.
40. The Promoter accepts no responsibility for any variation in the value of the prizes.
41. If the Promoter is unable to provide the winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated prize, subject to any laws of New Zealand and shall be subject to the exclusive jurisdiction of New Zealand Courts.
42. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available, or the Participating Outlets will be open, at all times during the Promotion Period.
43. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to any laws of New Zealand including cancelling, terminating, modifying or suspending the Promotion.
44. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism or Draw in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
45. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.
46. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.
47. The Promoter collects personal information about entrants to include entrants in the Promotion and where appropriate award a prize. If the personal information requested is not provided, the entrant cannot participate in the Promotion. By participating in the Promotion, each Eligible Entrant consents to the Promoter using, and disclosing their personal information to the Promoter's related entities, the Promoter's agencies and other third parties engaged to provide services in connection with the Promotion including suppliers of the prizes, for the following purposes:
 - a) contacting the entrant in relation to the Promotion;
 - b) improving the Promoter's or the Promoter's related entities' goods and services; and
 - c) the purposes set out in the Promoter's privacy policy at <https://robertharris.co.nz/privacy-policy/>

The Eligible Entrant provides this consent until such a time as they withdraw their consent by giving notice to the Promoter. Eligible Entrants can also gain access to, update or correct any personal information held by the Promoter where all personal information will be stored.

48. By entering this competition, you are agreeing to be contacted by Suntory Coffee New Zealand Limited for promotional purposes in relation to our Robert Harris cafes and brand.

49. The:

- a) Promoter, the Promoter's related entities, the Participating Outlets, and all agencies associated with the Promotion; and
- b) the employees, agents, directors and contractors and anyone working on the Promoter's behalf,

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of, or participation in, the prizes, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

50. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of a prize.

51. Eligible Entrants agree and acknowledge that all entries and any intellectual property rights subsisting in their entries become and remain the property of the Promoter.

'Robert Harris' is a registered trade mark of the Promoter or its related entities.