

## The TUI NZ Flower Garden Prize Draw Terms and Conditions

Information on how to enter and prize details form part of these Terms and Conditions. Participation in the prize draw is deemed acceptance of these Terms and Conditions.

1. **The Prize:** Delivery of fresh flowers every week for a year to a single nominated New Zealand address. Total value not exceeding NZ\$3,000.
2. **Eligibility:** To be eligible to enter the prize draw you must:
  - a. purchase a copy of The TUI NZ Flower Garden
  - b. be able to provide proof of purchase, if you win
  - c. be a New Zealand resident, and
  - d. not be an employee, officer or other personnel of Pearson New Zealand Limited (the Promoter\*) or Tui Products Ltd, or a member of their immediate families.
3. **How to enter:** Entries must be submitted online only by visiting [www.penguin.co.nz](http://www.penguin.co.nz), following the links to the prize draw page.
  - a. Competition opens on 23 September 2011 and closes 24 December 2011. All entries must be received by no later than 5pm, Saturday 31 December 2011. No responsibility is accepted by the Promoter\* for late, lost or misdirected entries.
  - b. All entries will become the property of the Promoter\*.
4. **Prize Draw:** The winning entry will be drawn on Thursday 12 January 2012:
  - a. The judges' decision on any aspect of the prize draw is final and no correspondence will be entered into with any person in relation to the foregoing.
  - b. The winner will be notified by telephone, email or mail on Thursday 12 January 2012 and will be required to provide proof of purchase (being a receipt for payment for the purchase)
  - c. If the winner cannot be contacted or does not respond to notification or cannot provide proof of purchase by Monday 16 January 2012, the Prize will be forfeited at the sole discretion of the Promoter\* and another winner will be drawn.
  - d. The Prize (delivery) will begin during the week commencing 16 January 2012. Final delivery will be during the week commencing 17 December 2012.
  - e. The Promoter\* reserves the right to verify the validity of entries and to disqualify any entries that do not comply with these Terms and Conditions.
  - f. The Promoter\* accepts no liability for any problems or technical malfunction (including in relation to any telecommunications, network or lines, computer on-line systems, servers or providers, computer equipment or software), technical problems and/or traffic congestion on telecommunications networks or lines that cause(s) late or delayed entries.
  - g. If for any reason the prize draw is not capable of being conducted as planned, whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failure or any other cause beyond the control of the Promoter\*, the Promoter\* reserves its rights and may, in its sole discretion and to the fullest extent permitted by law (subject to any direction given by any relevant regulatory, gaming or lotteries authority) cancel, terminate, modify or suspend the prize draw. The Promoter\* may in its sole discretion disqualify any individual who tampers or interferes with the entry process or any part of the prize draw.
  - h. The Prize is not transferable or redeemable for cash.
  - i. The Prize is subject to availability. If any part of the Prize is unavailable, the Promoter\* in its sole discretion, reserves the right to substitute the Prize (or part thereof) with a prize of equal value, or to determine the acceptability of any particular proof of purchase.
5. **Personal Information:** By entering the prize draw, unless otherwise advised, each entrant agrees that:
  - a. their name, town/suburb and photograph may be used by the Promoter\* for publicity purposes in connection with the prize draw or any other matter in any media, without any notification, payment or other compensation to the entrant;

b. the personal information provided by that entrant may be used by the Promoter\* to contact the entrant in relation to the prize draw and/or direct marketing.  
All personal information received will be handled by the Promoter\* in accordance with Penguin NZ's Privacy Policy at <<http://www.penguin.co.nz/wa.asp?idWebPage=31135>>.

6. **Reserved Rights:** the Promoter\* reserves its rights and may, in its sole discretion and to the fullest extent permitted by law:
  - a. disqualify any entrant; or
  - b. subject to any direction given by any relevant regulatory, gaming or lotteries authority, cancel, terminate, modify or suspend the prize draw, if the prize draw is not capable of being conducted as planned, whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failure or any other cause beyond the control of the Promoter\*.
  
7. **Disclaimers:** The Promoter\* makes no representations or warranties as to the quality, fitness for purpose or suitability of any of the goods and/or services offered as the Prize or part of it, except for any liability that cannot be excluded by law. Without limiting the foregoing, the Promoter\* (including its officers, employees and agents) exclude all liability and responsibility (including for negligence) in relation to:
  - a. any problems or technical malfunction (including in relation to any telecommunications, network or lines, computer on-line systems, servers or providers, computer equipment or software), technical problems and/or traffic congestion on telecommunications networks or lines that cause(s) late or delayed entries;
  - b. any personal injury, loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of, or in connection with, the Prize (including use of the Prize or any part of it), the prize draw, or any product purchased in connection with the Prize or the prize draw including without limitation: any theft, unauthorised access or third party interference;
  - c. any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter\*);
  - d. any variation in Prize value to that stated in these Terms and Conditions; or
  - e. any tax liability incurred by a winner or entrant.
  
8. These Terms and Conditions are governed by the laws of New Zealand.

**\*The Promoter** is Penguin Group (NZ), a division of Pearson New Zealand Ltd, 67 Apollo Drive, Rosedale, North Shore, Auckland, G.S.T. No. Registration 14-068-716