

## Terms & Conditions

**Promotion:** Squirrel's \$500 Mitre 10 e-Gift Card Giveaway

**Promoter:** Squirrel Mortgages Limited (Company Number 2011481); 29 Sale Street, Auckland Central, Auckland 1010, phone 0800 21 22 30.

**Co-Promotor:** NZ Mortgages Limited (Company Number 8539606); 575 Wairakei Road, Burnside, Christchurch 8053, phone 0800 100 300.

**Entry Restrictions:** Entry to the Promotion is open to New Zealand residents currently living in New Zealand, aged 18 years and over who fulfil the entry requirements, and have a valid Instagram, Facebook or TikTok account. Employees of the Promoter are ineligible to enter.

**Promotion Period:** Commences at 9:00am (NZT) on 17/03/2025, ends at 11:59pm (NZT) on 26/03/2025.

**Entry Mechanic:** To enter the Promotion, individuals must, during the Promotion Period, follow the official Squirrel Instagram account (@squirrel.co.nz), follow the official Squirrel Facebook account (@squirrelmortgagessavinginvesting) or follow the official Squirrel TikTok account (@squirrel.co.nz) via the link in bio on Squirrel's Instagram account or via the link in bio on NZ Mortgages Instagram account. For an additional entry, individuals may share the giveaway with a friend. The link in bio will take individuals to Gleam.io where they can click on actions – for example: Visit on Facebook, Follow on TikTok, Visit Instagram, Share giveaway etc. Each completed action counts as one (1) entry.

**Entry Timing:** All entries will be deemed to be received at the time and date they are received by the Promoter's Instagram, Facebook or TikTok account. Each entry must be submitted by the entrant personally and only submit an entry in their own name.

Entrants must enter using their own Instagram, Facebook or TikTok account.

**Maximum Number of Entries:** Participants can earn multiple entries by following Squirrel's official accounts on Instagram, Facebook and TikTok. Each platform followed counts as one (1) entry.

**Prize Draw:** An electronic generated draw, conducted at random via Gleam.io will determine the winners for this competition. The draw will take place at 10:00am (NZT) on 27/03/2025. There will be 1 winner drawn from eligible entries submitted across Instagram, Facebook and TikTok within the Promotion Period. Submissions made

outside of the Promotion Period will not be eligible for the draw. The winner will be contacted on 27/03/2025 in accordance with the process set out in the Notification of Winner(s) section below. An entrant does not need to be in attendance at the Prize Draw in order to win.

**Prize:** The prize consists of one (1) \$500 Mitre 10 e-gift card, awarded to one (1) winner. The gift card can be redeemed online at mitre10.co.nz or in store at any Mitre 10 or Mitre 10 MEGA store. The Prize value is in New Zealand dollars.

The Mitre 10 card expires 5 years from the date of purchase or last redeeming transaction, and is subject to any terms and conditions imposed by the prize supplier. The Mitre 10 gift card cannot be redeemed for further gift cards and is not redeemable for cash. Responsibility sits with the winner to use the gift card in accordance to the relevant store's terms and conditions.

**Total Number of Prizes:** 1.

**Total Prize Pool:** \$500.

**Notification of Winner:** The winner will be tagged from @squirrel.co.nz official Instagram account on the giveaway post, by 12:00pm (NZT) on 27/03/2025. They will be asked to provide their email address for the delivery of the Prize.

**Prize Claim:** Before 17:00pm (NZT) on 30/04/2025.

**Prize Delivery:** The prize will be dispatched within two business days via email to the winner's email address (provided to the Promoter in accordance with the Notification of Winner). If a provisional winner does not provide their correct and valid email to the Promoter by the time specified in the Prize Claim, the Prize will be deemed to be unclaimed and will be re-allocated in accordance with the Unclaimed Prize Allocation.

**Unclaimed Prize Allocation:** If a winning entry is deemed to be invalid, or if a prize is not accepted or claimed by the Prize Claim, the Promoter will conduct a further random prize draw at 10:00am (NZT) on 05/05/2025 to draw a new prize winner, subject to any written directions given by any relevant authority. The winner of this draw will be notified via the post's updated caption and direct message on Instagram.

## TERMS OF ENTRY

These Terms of Entry must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. To the extent of

any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails.

### *Section 1 – Entry*

- a) Participation in the Promotion is deemed acceptance of these Terms of Entry.
- b) Entry is open only to entrants who comply with the Entry Restrictions. To enter the Promotion, entrants must follow the Entry Mechanic.
- c) Entrants may submit up to the Maximum Number of Entries. Entries must be received by the Promoter during the Promotion Period.
- d) The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- e) The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
- f) The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
- g) Any form of automated entry using any device or software is prohibited and will render an entry invalid.

### *Section 2 – Prize Draw*

- a) Prizes will be allocated in accordance with the Prize Draw. The Promoter's decision is final and no correspondence will be entered into.
- b) Each entrant warrants and agrees that: (i) the entrant has created the entry themselves; (ii) the entrant will not submit material in their entry that is copyrighted or otherwise subject to third party proprietary rights, unless the entrant is the owner of those rights; (iii) the entry has not been previously published in any other medium or forum; (iv) the entrant will not submit material that is unlawful, obscene, defamatory, derogatory, threatening, pornographic,

sexually inappropriate, violent, abusive, harassing, hateful, racially, religiously or ethnically offensive, or encourages, evidences or indicates conduct that would be considered a criminal offence, give rise to civil liability or violates any law; (v) the entry will not contain viruses or cause injury or harm to any person or entity; and (vi) the entrant has not granted rights to their entry to any other person which are inconsistent with the rights granted to the Promoter.

- c) Entries that are found to have been derived from third party work will be considered invalid and, if awarded a Prize, that Prize must be returned to the Promoter. Without limiting the generality of other conditions, the Promoter reserves the right to take legal action against anyone found to have breached this condition. The Promoter reserves the right in its sole discretion to: (i) not consider any entry which is not in accordance with these conditions of entry; and (ii) disqualify any individual who the Promoter has reason to believe has breached any of these Terms of Entry or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages and other compensation are reserved.
- d) All entries become the property of the Promoter and cannot be returned. As a condition of entry, entrants agree to irrevocably and unconditionally assign to the Promoter all of their right, title and interest (including without limitation all intellectual property rights such as present and future copyright) in and to their entry and, if requested by the Promoter, to sign a document (in a form to be determined by the Promoter) to acknowledge this assignment to the Promoter.
- e) Without limiting clause 2d (above), each entrant acknowledges and agrees that if their entry wins, the Promoter (and each of its assignees and licensees) has the right, in its absolute discretion, to display, distribute, edit, adapt, amend, copy, use, commercialise, translate, publish, broadcast and communicate to the public, the entry (or any part thereof) in any media, at any time, without any further consultation, reference, payment or any other compensation to the entrant.
- f) By entering this Promotion each entrant consents to the Promoter (and each of its assignees and licensees) doing or omitting to do anything which may infringe any and all moral rights of the entrant including to edit, alter and reproduce the entry, and that such consents have been obtained to the full extent permitted under the *Copyright Act 1994*.
- g) Each prize winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using

their name and image in promotional material in any medium throughout the world.

- h) Incomplete entries and/or entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid and not eligible to win a prize.
- i) If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.

### ***Section 3 - Prize(s)***

- a) The winner(s) will be notified in accordance with the Notification of Winner(s). Winners must claim their prize in accordance with the Prize Claim (if applicable).
- b) The Prize(s) will be delivered to the winner(s) in accordance with the Prize Delivery. Once the prize has been issued by the Promoter, the Promoter will not be responsible for any delay in delivery to the Prize caused by problems associated with telecommunications networks, whether due to traffic congestion, technical malfunction or otherwise. Once any prize has left the Promoter's (or supplier's) premises, the Promoter will not be responsible for any delay in delivery, loss or damage to the Prize.
- c) In the event of a Prize not being accepted or claimed, the Prize may be distributed in accordance with the Unclaimed Prize Allocation.
- d) The Promoter and its companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- e) The Promoter may require the winner(s) to verify their entry and provide proof of purchase (if applicable), identity, age and/or residence at the nominated Prize delivery address. Proof considered suitable for verification is at the Promoter's sole discretion.

- f) The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with or benefits from the manipulation of, or tampering with, the entry process or the operation of the Promotion or acts in violation of these Terms of Entry, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
- g) If, due to any reason whatsoever, the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.
- h) No Prize is transferable or exchangeable, nor can it be redeemed for cash. In the event for any reason a winner does not take an element of any Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the winner and cash will not be supplied for that element of the Prize. The Promoter accepts no responsibility for any variation in the value of a Prize.
- i) Where a Prize is unavailable for any reason, the Promoter may substitute for that Prize another item of equal or higher value as determined by the Promoter. Without limiting the foregoing, the Promoter may, in its absolute discretion, substitute cash for any Prize (the amount of cash being equal to the Prize value specified for that Prize in the Schedule).

#### ***Section 4 – General***

- a) The Promoter's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into.
- b) If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.

- c) Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Promotion or of these terms, subject to applicable laws.
- d) Nothing in these terms and conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Consumer Guarantees Act 1993*.
- e) The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Inland Revenue Department's guidance.
- f) The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including (where the entrant has opted in) contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. Entrants can read the Promoter's Privacy Policy [here](#). Entrants can request access, updates and corrections to their personal information by contacting Squirrel [here](#).
- g) Unless indicated otherwise, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to 'dollars' or '\$' is a reference to the lawful currency of New Zealand.
- h) Each entrant is providing their information to the Promoter and not to Instagram, Facebook or TikTok. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook or TikTok. Each entrant completely releases Instagram, Facebook or TikTok from any and all liability in relation to this Promotion.