

Suzuki Hybrid Car Giveaway

Promotion Terms & Conditions

Promotion name	Suzuki Hybrid Car Giveaway with Guthrie Bowron and Dulux
Promoter	GBHC (2014) Limited Level 1, 12 Heather Street, Parnell, Auckland 1052
Promotion type	Prize Draw
Promotion period	From 12:00am on 04/04/2022 to 11.59pm 07/06/2022
Eligible entrant	Any New Zealand resident over 18 years of age for purchases made in New Zealand, and excludes Ineligible Entrants. If an entrant is under 18 years of age, they must obtain consent from a parent or guardian before entering. The Promoter may (in its absolute discretion) determine eligibility.
Entering	<p>After making a Qualifying Purchase, entrants must complete the provided entry form/s, and place it/them in the provided entry box.</p> <p>Qualifying Purchase is a single purchase \$150 or over at usual retail price of Participating Product from a Participating Store during the Promotion Period.</p> <p>Customers may complete x1 entry form per \$150 spent on Participating Product, up to a maximum of four entries per transaction.</p> <p>Participating Product is \$150 or over at usual retail price of:</p> <ul style="list-style-type: none"> - Dulux Paint (all sizes, sheens and bases) - Berger Paint (all sizes, sheens and bases) - Excludes: Trade Purchases, Dulux Avista, Dulux Acratex, Dulux Professional, Dulux Protective Coatings, Dulux Specialised Construction Products, Berger Gold Label. <p>Participating Store is any participating Guthrie Bowron store - if in doubt, confirm with the store that they're participating in the promotion.</p> <p>Multiple entries are permitted, provided there are only maximum four entries for each Qualifying Transaction and each entry is submitted separately and in accordance with these terms and conditions.</p>
Major prize	1 x Speedy Blue with Black roof Suzuki Swift LTD Hybrid CVT Automatic.
Major prize draw	At 11:00am on 20/06/2022, a representative of the Promoter will combine all valid entries from across the participating stores and conduct a random prize draw for the major prize. The winner is the first valid entry randomly drawn from all valid entries received by the Promoter. The winner wins the major prize.
Total prize value	<p>\$29,990.</p> <p>Price includes GST, on-road costs, a full tank of fuel, floor mats, a 3 year / 100,000km comprehensive warranty plus 2 year / 100,000km powertrain warranty package, and 5 years roadside assistance. It also includes delivery to the local Suzuki dealership for preparation.</p> <p>The winner will be responsible for any expenses incurred in collecting the car prize from the closest Suzuki dealership.</p> <p>The prize is not transferable and not redeemable for cash</p>
Major prize notification	Within 5 business days after the major prize draw, the Promoter will notify the winner by phone and e-mail and the winner's first name initial and full last name will be posted on the Promoter's web page here connect.guthriebowron.co.nz/car-giveaway and for 28 days after that date.
Prize claim	Winners must claim their prize within 30 days after the prize draw.
Prize verification	Before claiming any prize, the winner must provide to the Promoter proof of purchase, being the original invoice for the Qualifying Purchase. If the winner fails to provide the original invoice for the Qualifying Purchase within 28 days after prize notification or provide any other information requested by the Promoter to verify entry validity and entrant eligibility, the prize is deemed unclaimed
Prize delivery	The Suzuki Swift LTD Hybrid prize will be made available for collection at the closest Suzuki dealership to the prize winner no later than 2 months after the prize draw. The winner will be responsible for any expenses incurred in collecting the car prize.
Unclaimed prize	If required, an unclaimed prize draw may take place on 25/07/2022 at the same time and place as the original draw, and the winner will be notified within 5 business days after the prize draw by phone and e-mail and the winner's first name initial and full last name will be posted on the Promoter's web page here connect.guthriebowron.co.nz/car-giveaway for 28 days after that date.
Privacy policy	This promotion is subject to the Promoter's privacy policy here guthriebowron.co.nz/terms-and-conditions/
Additional terms	<p>The winner will be required to be photographed with the franchisee and/or staff members of the Guthrie Bowron store where the purchase was made. The winner consents to the Promoter using their name and image in any media for an unlimited period without remuneration for the purpose of promoting the promotion and the Promoter's products and services.</p> <p>The winner acknowledges that, to the extent permitted by law, Guthrie Bowron accepts no responsibility or liability for any harm, damage, illness or injury, which may occur as a result of the winner winning the prize and the winner accepts and uses the prize at his or her own risk. The vehicle is to be 'registered in respect of the vehicle' in the parent's or guardian's name if the winner is under the age of 18 or does not have a current driver's licence.</p> <p>Guthrie Bowron reserves the right to request the prize winners to provide proof of identity at the nominated prize collection address. Identification considered suitable for verification is at the discretion of Guthrie Bowron.</p> <p>The information in this table also includes the terms and conditions over the page.</p>

1. **Terms and conditions:** These terms and conditions include the information in the table above. If you enter the promotion, you're deemed to accept these terms and conditions. These terms and conditions apply even after the winner has claimed the prize. If an entrant is ineligible or an entrant's entry is invalidated after the prize has been claimed, the Promoter may (in its absolute discretion) demand return of the prize or payment of its value.
2. **Definitions:** For the purpose of these terms and conditions, the following words have the following meanings:

Word	Meaning
Ineligible Entrants	Are Employees (and their Immediate Families) of the Promoter or any of its parent companies, subsidiaries or affiliated companies or any agency associated with the Promotion
Employees	are any officer, director, executive, employee, consultant, contractor or other person who performs work under the control of another in exchange for payment
Immediate Family	are any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations

3. **Invalid entries:** The Promoter may (in its absolute discretion) invalidate an entry that is incomplete, indecipherable or has incorrect personal information or contact details. The Promoter is not responsible for any late, lost, misdirected, ineligible or illegible or inaudible entries, including lost, stolen, forged, defaced or damaged invoices relating to a qualifying purchase.
4. **Excluded entrants:** The Promoter may (in its absolute discretion) invalidate an entry or exclude an entrant from the promotion process if that entrant:
 - (a) disrupts, annoys, abuses, threatens, harasses the Promoter, another entrant or potential entrant of the promotion or another person associated with the promotion (or attempts to do so);
 - (b) submits an entry that is not in accordance with these terms and conditions or who tampers with the promotion process; or
 - (c) engages in conduct which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
5. **Entry content:** The content of the entry must be the entrant's original work. The Promoter may (in its absolute discretion) verify or require the entrant to verify that the content of the entry is the entrant's original work. The Promoter may (in its absolute discretion) invalidate an entry suspected of not being the entrant's original work.
6. **Modification:** The Promoter may (in its absolute discretion), edit, modify, delete, remove or take-down any part of an entrant's entry.
7. **Entrant identity:** The Promoter may (in its absolute discretion) determine the identity of an entrant.
8. **Errors and omission:** The Promoter may (in its absolute discretion) accept any errors or omissions in the promotion process.
9. **Waiver:** If the Promoter fails to enforce a right, it does not constitute a waiver of that right.
10. **Receipt:** Paper entries are deemed to be received by the Promoter at the time of actual receipt by the Promoter.
11. **Risks:** The entrant acknowledges that there may be risks involved in entering the promotion. The winner acknowledges that there may be risks involved in using the prize. The winner acknowledges that they may be required to sign an acknowledgement of risk and waiver of liability before claiming and using the prize. The Promoter may (in its absolute discretion) exclude a winner who fails to sign an acknowledgement of risk and waiver of liability before claiming or using the prize or who is not able or suitable to use the prize.
12. **Release and indemnity:** As a condition of claiming a prize, the Promoter may (in its absolute discretion) require a winner to sign a legal release and indemnity form.
13. **Force majeure:** If the promotion process is not able to be carried out due to circumstances beyond the Promoter's control, including due to any tech or communication issues, the Promoter may (in its absolute discretion) amend, suspend or cancel the promotion, subject to the approval from the relevant regulator.
14. **Social media:** While the Promoter may (in its absolute discretion) promote the promotion using social media platforms, the social media platforms do not sponsor, endorse or manage the promotion. The entrant provides their entry information to the Promoter (not the social media platform) and releases the social media platforms from any liability connected with the promotion.
15. **Prize:** The prize is not transferable or exchangeable for cash, If the prize (or part of it) is unavailable, the Promoter may (in its absolute discretion) substitute the prize (or part of it) with a replacement prize of an equal or greater value, subject to the approval from the relevant regulator. The Promoter is not be liable to the winner for any damage to or delay in transit of the prize.
16. **Liability:** To the maximum extent permitted by law, the Promoter and its employees, agents and contractors are not liable for any loss, expense, damage or liability suffered or incurred by an entrant or a winner in connection with the promotion, including:
 - (a) tech issues or equipment malfunction;
 - (b) theft, unauthorised access or interference;
 - (c) an entry or prize claim that is late, lost, altered, damaged or misdirected due to a reason beyond the Promoter's control;
 - (d) a variation in prize value to that specified;
 - (e) a tax liability incurred by a winner or an entrant; and
 - (f) use of the prize.

Nothing in this provision is intended to restrict, exclude or modify the consumer guarantees and the applicable consumer law, including the following:
New Zealand: Consumer Guarantees Act 1993
17. **Intellectual property:** The entrant irrevocably assigns to the Promoter any intellectual property rights in any material submitted by them in an entry. The winner irrevocably consents to the Promoter using their name, likeness, image and voice in any media for an unlimited period without remuneration for the purpose of promoting the promotion and the Promoter's products and services.
18. **Personal information:** The Promoter collects personal information in order to carry out the promotion process, and may disclose that personal information to its employees, agents and contractors for the purpose of carrying out the promotion process. Entry is conditional on the entrant providing that personal information. If an entrant does not provide that personal information, they cannot enter the promotion. If an entrant wishes to access or update the personal information the Promoter holds about them, they may contact the Promoter.
19. **Promotional material:** In entering the promotion, an entrant may be prompted to tick an "opt-in" box which authorises the Promoter to use the entrant's personal information to send promotional material about the Promoter's products and services and disclose that personal information to agents and contractors that the Promoter engages for that purpose.
20. **Criminal actions:** The Promoter may refer any attempt to deliberately undermine the legitimate operation of the promotion to the relevant law enforcement agency and seek damages.

Fine print Terms & Conditions:

To enter, eligible entrants must (a) purchase \$150 or over of qualifying Dulux or Berger product from a participating Guthrie Bowron store between 12:00am NZST 04/04/2022 to 11:59pm NZST 07/06/2022 and (b) complete the in-store entry form, placing it in the provided entry box. The x1 Major Prize winner will win a Speedy Blue with Black roof Suzuki Swift LTD Hybrid CVT Automatic. For the Major Prize draw, all valid entries submitted will be randomly drawn from valid entries at 11:00am on 20/06/2022, and notified within 5 business days. The promotor is GBHC (2014) Limited. Visit connect.guthriebowron.co.nz/car-giveaway for full terms and conditions.