Mitsubishi Electric and Love Food Hate Waste

"Can you freeze that?"- Fridge competition

Terms and Conditions March 2017

Terms and Conditions

The Competition is promoted by Mitsubishi Electric/BDT (exclusive distributor of Mitsubishi Electric products in NZ), in association with Love Food Hate Waste New Zealand, which is delivered by WasteMINZ.

A participant in this Competition is referred to as 'entrant' or 'you'.

This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook.

Entry and Eligibility

The Competition is open to persons 13 years old or over who reside in New Zealand.

Entry into the Competition starts Monday 20th March 2017 at 6:00am NZST and will close at 11:00pm on Friday 31st March 2017.

Employees or immediate families of Mitsubishi Electric/BDT and WasteMINZ are not eligible to enter the Competition or receive any prize.

You may only enter the Competition by the completing the quiz which is hosted on the Love Food Hate Waste New Zealand website. At the conclusion of the quiz you will be prompted to enter your contact details in order for your entry to be submitted. Everyone who completes all 10 quiz questions and their contact details receives an entry into the draw, regardless of how many questions they answered correctly.

Participants can only enter once into the Competition, however if they correctly answer the bonus question they will be given an additional entry in the draw. If people complete the quiz more than once, their additional entries will be removed from the draw.

No purchase of products or services is necessary to enter the Competition.

Mitsubishi Electric/BDT and WasteMINZ have absolute discretion to accept or reject any entry.

We reserve the right to reject any entry, which is in our opinion, attempting to defraud the Competition.

We accept no liability for late, lost, delayed or misdirected entries that are not received for any reason, or any phone, line, network and/or any server technical failure involved in any communication related to the Competition.

The Competition will run as advertised on the Love Food Hate Waste New Zealand website. The end date can be changed or updated at the discretion Love Food Hate Waste New Zealand.

By submitting an entry each person consents to the company who is promoting the Competition using the entrant's name and entry for the purposes of promotion, marketing and publicity in any and all media, worldwide, for an unlimited period, without notice to the entrant and without payment of any fee or compensation of any kind.

Selection of the Prize Winner

This competition is a game of chance. The prize winner will be drawn under using a random number generator on Monday 4 April 2017.

We reserve the right to select an alternate grand prize winner if we decide at our sole discretion that the grand prize winner or his/her entry does not comply with these terms and conditions.

The prize winner will be notified by email or phone within the week following the closing of the Competition. The prize winner will be required to call the Promoter on the number provided, or reply by email, in order for them to claim their prize.

If we are unable to make satisfactory contact with the prize winner for any reason within five days of the prize winner being announced, we reserve the right to re-allocate and re-announce the prize.

Prize

There is 1 prize of a Designer Series CX Multi Drawer 370L Refrigerator in White, valued at \$1,949.99 available to be won. The winner of the Designer Series CX Refrigerator can choose either a left-hand or right-hand opening door.

The 'Can You Freeze It?' quiz prize consists of 1 Designer Series CX Multi Drawer 370L Refrigerator in White, and includes delivery to a New Zealand residence.

Subject to any changes under "General Conditions" below, the 'Prize' will be as outlined in the Competition promotion.

It is the Prize Winner's responsibility to notify any change in email address or phone number by notice in writing to: info@lovefoodhatewaste.co.nz. We will not be liable for any failure to receive the prize.

The prize cannot be exchanged for cash. We reserve the right to provide an alternative prize at our absolute discretion if for any reasons outside of our reasonable control the prize is unable to be supplied.

To the fullest extent permitted by law, all express and implied representations and warranties in relation to the Prize are excluded. In particular, Mitsubishi Electric/BDT and WasteMINZ give no warranty with respect to the quality of the Prize or its suitability or fitness for any purpose.

Intellectual Property

Entrants acknowledge that all intellectual property rights in the Competition belong to Mitsubishi Electric/BDT and WasteMINZ. Each entrant warrants that their entry complies with the terms and conditions of this Competition, and does not infringe any third party intellectual property rights or any New Zealand law and that the entrant has all necessary right, title and interest to give the license referred to in clause 25.

Publicity

By entering the Promotion, you consent to the Promotion Sponsor's and it's designees use of your name, city of residence, photograph, voice, statement and image for any publicity and advertising purposes, in any and all media, now or hereafter devised, worldwide in perpetuity, without additional notification, permission or compensation, except where prohibited by law.

As a condition of winning, you will consent to being professionally photographed for promotional purposes by Mitsubishi Electric NZ/BDT and Love Food Hate Waste New Zealand, if they deem it necessary. Photography will be taken on a mutually agreed upon date/time that suits both parties within 3 months of the prize delivery. These images will be the property of Mitsubishi Electric and WasteMINZ and may be used for the purposes of promotion, marketing and publicity in any and all media, worldwide, for an unlimited period, without notice and without additional payment of any fee or compensation of any kind.

You also consent to being interviewed by a Love Food Hate Waste New Zealand representative for content to be used on Mitsubishi Electric NZ/BDT and Love Food Hate Waste New Zealand and WasteMINZ websites and social media channels.

Governing Law

This Competition and these terms and conditions shall be governed by New Zealand law and the courts of New Zealand shall have exclusive jurisdiction to hear and determine all issues and disputes that may arise in relation to this Competition or these terms and conditions. Entrants submit to the jurisdiction of the New Zealand courts and agree that the New Zealand courts are a convenient forum in which to resolve any issue or dispute arising out of or in relation to this Competition.

General Conditions

We reserve the right to alter, amend or supplement these terms and conditions from time to time at our absolute discretion. You agree that you will be bound by such changes and that you shall not hold us liable for any losses resulting from any such changes.

We alone will be the arbiters of any question of interpretation of these terms and conditions and any aspect of the Competition or its content. Our decision as to any matter arising out of or in connection with this Competition shall be final and conclusive.

In the event of any breach of these terms and conditions we reserve the right to refuse entry to the Competition and/or disqualify the entrant in question from any further participation in the Competition, and/or disqualify any entry and our decision is final.

If for any reason this Competition is not capable of running as planned, we reserve the right in our sole discretion to discontinue, modify or suspend the Competition.

To the fullest extent permitted by law, neither Mitsubishi Electric/BDT, WasteMINZ nor its third party service providers engaged for the purposes of this Competition, will be liable to any person for any liability, loss, expenses or damage howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Competition and/or use or any use or non-use of the Prize, even if the party had advised of the possibility of such damages in advance, and all such liability is expressly excluded.

By entering this Competition, you agree to indemnify and hold harmless Mitsubishi Electric/BDT, WasteMINZ, Facebook, and their officers, agents, servants and employees from any and all claims, demands, actions, losses, liabilities and suits arising out of or attributable to your participation in the Competition, including (without limitation) any claim or allegation that your entry infringes a third party's intellectual property rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's confidential information. Any questions, comments or complaints regarding the Competition should be directed to <u>info@lovefoodhatewaste.co.nz</u>.