

## **Rialto Cinemas Newmarket (“Promoter”)**

### **Be in to WIN\* Schott Zwiesel Champagne Glasses with WIDOW CLICQUOT (“Promotion”) Conditions of Entry**

1. Information on how to enter the promotion and the prize form part of these Conditions of Entry.
2. Entry into this Promotion is deemed to be acceptance of these Conditions of Entry.

The promotion is open to individuals who:

- i. Are residents of New Zealand;
  - ii. Are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion;
  - iii. Have not been discovered to have breached these Conditions of Entry
3. The Promoter reserves the right at any time to verify the validity of entries and Entrants (including Entrant’s age, identity and place of residence) and reserves the right in its sole discretion to disqualify any Entrant who the Promoter believes has breached any of these Conditions of Entry, tampered with the entry process or engaged in any unlawful or other improper misconduct to jeopardise the fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
4. It is condition of entry that Entrants are able to accept the prize as stated. Inability to accept the prize as stated, on the dates indicated, will deem the participant an ineligible Entrant and any prize won will be forfeited.
5. All prices are in New Zealand dollars (NZD) and represent the recommended retails price (“RRP”) and include GST.

#### **KEY DATES**

6. The Promotion commences for Entrants on **Thursday 6 February 2025 at 00:01** (NZDT) and concludes on **Wednesday 26 March 2025 at 20:30** (NZDT) (“Promotion Period”).
7. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these Conditions of Entry are incomplete, or submitted or received by the Promoter after the closing date will be declared void.
8. The Promotion prize draw for the winner will take place on **Thursday 27 March 2025 at 12:00** (NZDT), at Rialto Cinemas Newmarket, 167-169 Broadway, Newmarket, Auckland 1023, New Zealand.

9. The winner of the prize draw will be notified immediately by telephone and email relying on contact details provided by the Entrant.
10. UNCLAIMED PRIZE DRAW: The Promoter reserves the right to redraw the prize in the event of the winning Entrant failing to comply with these Conditions of Entry or forfeiting or not claiming the prize by **Wednesday 2 April at 12:00** (NZDT). If the prize remains unclaimed by that date, a second draw will be held on **Wednesday 9 April at 12:00** (NZDT) at the same location as the original draw. The unclaimed prize draw winner will be contacted by phone and email immediately.

## HOW TO ENTER

11. To enter the Promotion an Entrant will be required to:
  - i. Purchase a ticket to the film **WIDOW CLICQUOT** during the promotion period at Rialto Cinemas Newmarket.
  - ii. Entrants must submit an entry using the competition form provided at Rialto Cinemas Newmarket, provide all personal information requested (full name, ticket stub OR online booking confirmation number, phone number, postal address and email address).
12. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.
13. The prize will be awarded to **ONE** entry, picked at random from the draw. This is a game of chance.

## ENTRY REQUIREMENTS & VERIFICATION

14. All entries in the Promotion may be subject to verification by the Promoter, including:
  - i. Entrants **MUST** retain their ticket stub and or their online booking confirmation and or their credit card statement (evidencing their Qualifying Purchase) for their entry submitted as proof of purchase ("Proof of Purchase"). Entrants may be required to, within 7 days of being asked to do so, send their Proof of Purchase to the Promoter in order to validate their entry. A reply email address will be provided to Entrants.
  - ii. All Entrants **MUST** also deliver to the Promoter (by a means reasonably determined by the Promoter) copies of any other documents the Promoter may request establishing eligibility to enter or win the Promotion, including but not limited to evidence of age, residence or identity ("additional documentation"). The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an Entrant must deliver requested copies within 7 days of being asked to do so.

15. The Promoter may, at its absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrant/s:
- i. Tamper with the entry process, including mechanical means that permit the Entrant to automatically enter repeatedly; or
  - ii. Shares proof of purchase requirements in order to gain a competitive advantage over other Entrants; or
  - iii. Tamper with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses; or
  - iv. Acts in a disruptive manner; or
  - v. Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
  - vi. Fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - vii. Acts in violation of these Conditions of Entry.

#### **ENTRY DETAILS**

16. Entrants can only enter in their own name. Only one (1) entry is permitted per person.
17. Entries are deemed to be received at the time of receipt in the Promotion entry collection box located at Rialto Cinemas Newmarket.
18. Incomplete, illegible or incorrect entries, entries which are not in the required format, submitted after the entry closing date, do not comply with these Conditions of Entry, or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, will be declared void.

#### **PRIZE**

19. One prize will be drawn.

The one entry which is drawn for the prize will win:

**6x Schott Zwiesel Finesse Champagne Flute Glasses (RRP \$169.99 NZD)**

#### **PRIZE CONDITIONS**

20. The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
21. The prize is non-transferable, non-exchangeable and non-refundable. The prize cannot be sold, bartered, or exchanged for cash. No variations are permitted and the prize must be taken in its entirety. Any unused portion of the prize will be forfeited. The Promoter accepts no responsibility for any variation in the value, performance, or availability of the prize. The Promoter reserves the right to amend or substitute the advertised prize for a prize of

equivalent or greater retail value if, for any reason beyond the Promoter's control, the Promoter is not able to give the prize-winner the advertised prize, subject to applicable legislation. Any incidental costs relating to the prize are the responsibility of the winner.

22. The prize is subject to the standard terms and conditions of individual prize and service providers.
23. The Promoter, in their absolute discretion, at all times reserve the right to:
  - a) Prevent any winner and/or their companions from participating in any prize activity if, at any time, they reasonably believe that they pose a safety risk or for any other reason; and/or
  - b) Cancel the relevant prize activity if the conditions are deemed dangerous; and/or
  - c) Vary and/or substitute the prize (or part thereof) without notice with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

#### **PRIZE WINNER**

24. If the winner selected is deemed not to comply with these Conditions of Entry, their entry will be declared invalid and a new winner will be awarded by the Promoter in the Unclaimed Prize Draw.
25. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under consumer protection laws in New Zealand (including under the Consumer Guarantees Act (1993) ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of this Promotion.
26. Except for any liability that cannot by be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential arising in any way out of:
  - a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b) 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 their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - d) any variation in prize value to that stated in these Conditions of Entry;
  - e) any tax liability incurred by a winner or entrant; or

- f) use of a prize.
27. The Promoter is not responsible for any incorrect or inaccurate information, either caused by an Entrant or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.
28. As a condition of entering this Promotion, each Entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to execute any documents to confirm such assignment. Acceptance of the prize is deemed to be acceptance by the winner of these Conditions of Entry and approval to use the winner's name for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the Promotion.
29. If the Promotion does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that corrupts or affects administration, security, fairness or proper conduct of the Promotion, the Promoter reserves the right to suspend or cancel the Promotion in its sole discretion or to disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:
- i. Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - ii. Failure of any entry to be received by the Promoter as a result of those matters; nor
  - iii. Any injury or damage to Entrants or any other person related to or resulting from participation in the Promotion or downloading any materials relating to the Promotion.
30. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
31. In the case of the intervention of any outside act, agent or event beyond the Promoter's reasonable control which prevents or significantly hinders the Promoter's ability to proceed with the Promotion or provide the prize on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, pandemic (including Covid19), epidemic, disease, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion suspend, cancel or reschedule the Promotion, subject to applicable law.
32. The Promoter and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.

33. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any written direction given from a regulatory authority.
34. The Promoter, the prize provider and their related companies do not assume any responsibility for and expressly exclude any liability in relation to:
- i. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; or
  - ii. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
  - iii. any theft, destruction or unauthorized access to, or alteration of such communications; or
  - iv. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion;
  - v. Any incorrect or incomplete information which may be communicated in the course of the administering this Promotion; or
  - vi. Covid-19 or any government body order or restriction in relation to Covid-19 (for example, international or state border closures) which prevents or restricts the prize winner from being able to use or redeem the prize.

#### **PERSONAL INFORMATION**

35. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Entrants to include Entrants in the Promotion and where appropriate award any prize. Entrants acknowledge that such personal information may also be disclosed to relevant third parties for the specific purpose of administering the Promotion and providing the prize. If the personal information requested is not provided, the Entrant may not participate in the Promotion. By participating in the Promotion, each Entrant also acknowledges that a further primary purpose for collection of Entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact Entrants in the future with information on special offers or provide Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share the personal information of Entrants with its Australian and New Zealand related companies who may contact Entrants with relevant special offers in this way. Personal information may also be accessed by the

Promoter's marketing and website service providers for the purpose of processing and conducting the Promotion and assisting with marketing communications. By entering the Promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address or email below. Entrants wishing to opt out of the Promoter's marketing communications can also use the address and email below. All personal information will be stored at the office or in the electronic databases of the Promoter and its related companies. The Promoter collects, uses and handles the personal information of Entrants in accordance with its Privacy Policy available at <https://www.rialto.co.nz/terms/Privacy>

36. The laws of New Zealand apply to this Promotion. Entrants submit to the exclusive jurisdiction of the courts of New Zealand.
37. The Promoter is Rialto Cinemas Newmarket, 167-169 Broadway, Newmarket, Auckland 1023, New Zealand. Email: [RialtoCinemasFeedback@evt.com](mailto:RialtoCinemasFeedback@evt.com)