

21 August 2019

# **KFC Epic Fan Box**

## **Terms and Conditions**

# KFC EPIC FAN BOX Promotion

## Terms & Conditions

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The promotion is open to New Zealand residents. Employees of the Promoter and any agency involved with this promotion, and the immediate families of such employees, are not eligible to enter.
3. The promotion commences on Monday 26<sup>th</sup> August 2019 at 9am and finishes on **Friday 25<sup>th</sup> October 2019** at 9am ('Promotion Period'). Entries received before 9am on Monday 26<sup>th</sup> August 2019 or after 9am on Friday 25<sup>th</sup> October 2019 will not be entered into the promotion.

### How to Enter the KFC Epic Fan Box Promotion:

4. To enter the promotion, simply visit [www.epicfanbox.co.nz](http://www.epicfanbox.co.nz) during the Promotion Period, and enter your details, including: your first and last name, email address, phone number, a nominated address for Prize delivery.

### Prize Details

5. There are four prizes of a KFC Epic Fan Box experience, valued at NZD\$1200 RRP, to be won ('Prize').
6. The Prize includes:
  - (a) delivery of the KFC Epic Fan Box;
  - (b) KFC catering for a maximum of 18 people (valued to a maximum of \$800 NZD RRP);
  - (c) KFC merchandise (to be determined by the Promoter in its sole discretion) for 18 people;
  - (d) Activities as determined by the Promoter;
  - (e) Hosting, to be provided by a former All Black; and
  - (f) Other rugby related merchandise prizes (to be determined by the Promoter in its sole discretion).

### Prize Draw Information

7. There will be four separate Prize draws conducted for this promotion, to be held on the following dates:
  - (a) Wednesday 4<sup>th</sup> September 2019 – for New Zealand vs. South Africa Game played on 21<sup>st</sup> September 2019 ('**Draw 1**');
  - (b) Friday 13<sup>th</sup> September 2019 – for New Zealand vs. Canada Game played on 2<sup>nd</sup> October 2019 ('**Draw 2**');
  - (c) Wednesday 25<sup>th</sup> September 2019 – for New Zealand vs. Italy Game played on 12<sup>th</sup> October 2019 ('**Draw 3**'); and
  - (d) Friday 25<sup>th</sup> October 2019 – for the FINAL played on 2<sup>nd</sup> November 2019 ('**Draw 4**'),(the '**Prize Draws**').
8. The winner will be the first eligible entry randomly drawn from all entries received by the promoter between 9am on Monday 26 August 2019, and the time of the relevant Prize Draw.

### Acceptance and Delivery of the Prize

9. The winner of each Prize Draw will be contacted via the phone number and email address provided by that winner at the time of entry into the Promotion. Each winner must confirm acceptance of the Prize within 48

hours of being contacted by the Promoter. If a winner does not confirm acceptance of the Prize within 48 hours of being contacted by the Promoter, their Prize will be forfeit, and the Promoter will draw a new winner.

10. The Prize will be delivered to a location agreed by the winner and the Promoter in accordance with clause 12, at a time determined by the Promoter, on the following dates:
  - (a) for the winner of Draw 1, on 21<sup>st</sup> September 2019;
  - (b) for the winner of Draw 2, on 2<sup>nd</sup> October 2019;
  - (c) for the winner of Draw 3, 12<sup>th</sup> October 2019; or
  - (d) for the winner of Draw 4, on 2<sup>nd</sup> November 2019,  
(the '**Delivery Date**')
11. The Promoter will remove the Epic Fan Box, including any equipment associated with the activities provided as part of the Prize, on the next day following the Delivery Date.
12. The Prize requires a space of at least 8500mm wide by 8500mm square metres for set up and suitable access for a hiab truck loader crane. Please note grass areas could potentially be damaged by hiab, installation and removal process. The winner must nominate a place for the Prize to be set up, in consultation with the Promoter, who must approve any location nominated. The Promoter may in its sole discretion refuse to approve any location nominated. If the winner cannot provide a suitable location for the Prize, their Prize will be void and a new winner may be selected.
13. The Prize requires power to be supplied at the approved location to power lighting, screens and kitchen warming equipment. The Promoter will supply all necessary cables and equipment.
14. The Promoter may send a camera crew to capture the Prize redemption, and may record footage of the winner and their chosen Prize companions. The footage may also be used for a live television cross. By participating in the Prize, the winner and their chosen Prize companions agree to the recording of such footage, and any subsequent use by the Promoter or any third party authorised by the Promoter. The winner confirms that any person attending or participating in the Prize has agreed to being filmed or photographed for this purpose. All ensuing copyright is owned by the Promoter, without any payment, compensation or further notification to, or permission from, the winner or their Prize companions.
15. By participating in the Prize, winners and their Prize companions consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period, without remuneration, for the purpose of promoting this Promotion (including any outcome), and any future promotion of the Promoter.
16. Winners and all other participants in the Prize agree that they will:
  - (a) follow all reasonable directions and instructions of the Promoter and its representatives; and
  - (b) not do anything that may bring the Promoter into disrepute.

#### **General**

17. The Prize, including each of its elements, are not transferable, changeable or redeemable for cash.

18. In the event that the Prize, or any part of the Prize, becomes unavailable for any reason beyond the Promoter's control, the Prize, or that part of the Prize will be void, and no compensation will be payable.
19. Neither the Promoter nor any other entity associated with this competition will be responsible for any late, lost, misdirected or incorrectly submitted entries, including but not limited to entries not received due to technical problems or human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.
20. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
21. The Promoter reserves the right, at any time, to verify the validity of claims and determine the eligibility of entrants (including an entrant's identity) and to disqualify any entry or refuse to award a Prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the Promotion.
22. If a winner cannot accept or take part in the prize for any reason, their prize will be void and no compensation will be payable.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
24. All decisions made by the Promoter its employees or agents are final and no correspondence will be entered into.
25. In the event that any aspect of the Promotion cannot proceed as anticipated for any reason, the Promoter may amend, suspend or cancel that aspect of the Promotion (including any Prize) at any time in its sole discretion.
26. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), 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 the Promotion, including, but not limited to, where attributable to any of the following:
  - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control)
  - (b) any theft, unauthorized access or third party interference
  - (c) any entry or prize claim that is late, lost, altered, damaged or misdirected
  - (d) any variation in the Prize;
  - (e) any tax liability incurred by a claimant or entrant
  - (f) use or acceptance of a Prize, including but not limited to installation and removal of the KFC Epic Fan Box.
27. As a condition of participating in the Promotion or Prize, all entrants (whether or not a winner), winners and Prize companions will indemnify the promoter, all organisers, sponsors and all other persons and organisations associated in any way with this Promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which the Promoter and its affiliates may incur arising out

of the participation in the Promotion or (if applicable) participation in the Prize, any breach of these terms and conditions, or any wrongful or illegal act or omission, howsoever caused.

28. The Promoter collects and holds personal information provided by entrants for the purposes of this Promotion and for future promotional purposes. Failure to provide requested personal information may disqualify a person from being able to receive a Prize. All personal information provided by entrants will be held by the Promoter. Under the Privacy Act 1993, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter by using the contact form located at [www.kfc.co.nz/contact-us/](http://www.kfc.co.nz/contact-us/).

29. This promotion is in no way sponsored, endorsed or administered by or associated with, Facebook. Any information provided by you on the KFC Facebook Page is provided to the Promoter and not to Facebook.

The Promoter is Restaurant Brands Limited, Level 3, Building 7, Central Park, 666 Great South Road, Penrose, Auckland, 1051, New Zealand.