

Z Energy - UP&GO™ Rebel Sport Gift Card Promotion

Terms and Conditions

1. Information on how to enter and prizes form part of these Terms and Conditions. Entry into this promotion is deemed acceptance of these terms & conditions.
2. The promotion is only open to New Zealand residents aged 18 years and over who are registered members of the FlyBuys® or Airpoints™ programmes. Employees of the Promoter and Z Energy Limited and their immediate families, as well as the owners, managers, and staff of each Participating Store ("**Agents**") and their immediate families, are ineligible to enter. Employees of Airpoints™ or Loyalty New Zealand, and their immediate families, are also ineligible to enter. The Promoter reserves the right to request proof of an entrant's eligibility in the event that there is a doubt over his/her eligibility for the promotion.
1. The promotion commences at 12.01am on 29/07/2024 and closes at 11.59pm on 25/08/2024 ("**Promotional Period**").
3. To enter the promotion, purchase any UP&GO™ branded product ("**Qualifying Product**") from a participating Z Energy Service Station ("**Participating Stores**") in one transaction during the Promotional Period, and swipe your registered FlyBuys® or Airpoints™ card at the time of purchase ("**Qualifying Purchase**").
4. You may enter as many times as you like provided that each entry is through a separate purchase of the Qualifying Product in one transaction.

Prize: There are x50 \$200 Rebel Sports gift cards to be won. Terms of use see <https://www.rebelsport.co.nz/shopping-online/gift-vouchers/gift-card-terms-and-conditions/>

5. The Prize will be awarded to the first 50 valid entries randomly drawn from all Qualifying Purchases that are in line with these Terms and Conditions (**Eligible Entries**).
6. The winners will be drawn at 12.00pm on 06/09/2024 at the offices of Loyalty New Zealand.
7. Each winner will be the person listed as the primary cardholder on the winning FlyBuys® or Airpoints™ account (regardless of who made the Qualifying Purchase) (**Winner**). Neither the Promoter, Z Energy Ltd, Airpoints, nor Loyalty NZ will be responsible in any way for any disputes arising as a result of entries being submitted by persons other than the primary card holder.
8. In the event that a Winner is under 18 years old, the prize may be awarded to that Winner's parent or guardian, in the sole discretion of the Promoter.
9. The Winners will be contacted by phone to the phone number listed on the nominated FlyBuys® or Airpoints™ accounts associated with the winning entries. Entrants should ensure their contact details on their FlyBuys® Membership, FlyBuys® or Airpoints™ accounts are current and correct.
10. 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.
11. If a Winner cannot be notified (including failure to respond to a notification within 5 working days of Prize draw) the Winner will be redrawn on the same terms as the original draw. This process will continue until a Winner is able to be contacted.
12. The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn, the prize is forfeited, or if the Promoter is unable to contact the Winner within seven days of the prize draw, having made reasonable attempts to do so.
13. In the event that the prize or any part of the prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative prize.
14. 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; or (f) use of or participation in a Prize.

15. The Promoter's decision is final on all matters and no correspondence will be entered into.
16. The Promoter reserves the right to amend, suspend or cancel any aspect of this promotion (including any prize or term) at any time in its sole discretion.
17. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
18. The Promoter reserves the right, at any time, to verify the validity of the Winner's entry and disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant or an entrant has behaved in a fraudulent, dishonest or disruptive manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. Acceptance of a prize is deemed consent for the Promoter to use the Winner's name, photograph and likeness for promotional and media purposes without compensation, and any copyright will vest in the Promoter. Winners agree to make themselves reasonably available for this purpose.
21. The Promoter and its agents collect and hold personal information provided with each entry to be used for the purposes of the promotion and in particular to notify the winners and to verify the identities of the winners. 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 at NZ Loyalty, or at such other place as is notified to the entrant on request. Under the Privacy Act 2020, entrants have the right to access and request correction of their personal information and may do so by sending an email to
22. The Promoter is Frucor Suntory NZ Ltd, 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand.