

21 September, 2021

Sophie-Anne Heroux (c/- Patricia Greig, Mango)
New Balance
20 Beaumont St, Auckland, New Zealand

By email: patriciag@thisismango.co.nz

Promotion: New Balance Mental Fitness Campaign

Prize Provider Agreement

New Balance NZ (**Company**) is the promoter of a consumer promotion entitled “**Strengthen your mental fitness with New Balance on World Mental Health Day**” (**Promotion**). New Balance NZ (**Supplier**) agrees to provide the prize(s) for the Promotion on the terms set out in this prize provider agreement (**Agreement**).

1. Promotion and Prize details

Promotion	Strengthen your mental fitness with New Balance on World Mental Health Day
Promotion Period	04 October 2021 at 00.01am until 11.59pm on 09 Oct 2021
Prize(s)	“One of six pairs of New Balance FuelCell running shoes.” A pair of FuelCell running shoes valued at \$180 - \$240 NZD will be supplied to each winner. Each winner will be provided with a selection of shoes to choose from.

2. Provision of Prize(s)

Supplier agrees to provide the Prize(s).

3. Conduct of Promotion

- 3.1 Company agrees that it is the promoter of the Promotion and is responsible for the conduct of the Promotion on its website (newbalance.co.nz).
- 3.2 Company warrants that it will:
 - (a) conduct the Promotion in accordance with the Promotion terms and conditions;
 - (b) comply with any directions of the Department of Internal Affairs in connection with the Promotion;
 - (c) comply with all laws applicable to the performance of its obligations under the Promotion, including but not limited to gambling, consumer and fair trading legislation; and

- (d) comply with all applicable privacy laws (including the *Privacy Act 1993*) or data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information.

Terms and conditions

- 1. Entry into this competition is deemed acceptance of these and any other applicable terms and conditions.

Promotion Period and entry requirements

- 2. The competition commences on 4 October 2021 and runs until close of trade on 9 October 2021 (**Promotion Period**).
- 3. Entrants are invited to submit one name per person to be in to win one pair of New Balance FuelCell shoes at newbalance.co.nz
- 4. Entries will only be counted one per person even if you enter multiple times

Eligibility to enter and to win a prize

- 5. To be eligible to enter this competition and win a prize:
 - a) you cannot be a New Balance staff member or affiliate;
 - b) you must have provided all personal details requested in order to confirm you as a winner, and an address to which the prize will be sent; New Balance and affiliates are not responsible for any lost or damaged items once they are sent by tracked post;
 - c) you must consent to New Balance contacting you to alert you of the prize, and you must make yourself available for any publicity photographs relating to the competition on request for no additional compensation.

How winners will be selected

- 6. Winners will be selected by a third party to New Balance. There are six prizes to be won – each valued between \$180 - \$240 NZD
- 7. Limit 1 prize per person, per name, per address

If prize becomes unavailable

- 8. Subject to any applicable law that cannot be excluded, New Balance is not responsible or liable for any loss suffered by any entrant in the event that a prize becomes unavailable for reasons beyond its control.
- 9. If the Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, acts or omissions of third parties, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion. If this occurs, the Promoter will work with the Supplier to conduct the Promotion again at a mutually suitable date.

Notifying winners

10. Winners will be notified via email by New Balance within seven working days of the competition closing. Winners will be notified, via the contact details supplied upon entry to the competition. In the event that a winner cannot be contacted and confirmed within seven working days, or if a winner is not eligible to participate, the prize will be forfeited, and the prize allocated to the new winner.
11. New Balance is not responsible if a winner cannot be contacted and confirmed due to incorrect or out of date contact details being supplied, and any such winner will forfeit the prize to the next eligible winner, on these Terms and Conditions.
12. The Prize will only be delivered in New Zealand and each winner should allow up to 50 days from the date of the prize draw for delivery of their Prize.

Prize conditions

13. Prizes are not transferable, exchangeable, or negotiable and are not redeemable for cash
14. Prize is a pair of FuelCell running shoes, unless winner's size is not available then an alternative style or colour will be provided at NB's discretion
15. Prize will be issued to meet the shoe size given upon entry, prize is non-transferrable if the shoes do not fit the entrant
16. The selection results are final and no correspondence will be entered into.

Verifying compliance with these terms

17. New Balance reserves the right to verify the identity of any entrant and to verify the validity of entries and to 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 or dishonest manner, or otherwise than in accordance with these Terms and Conditions.

Exclusion of liability

18. The Promoter will not be responsible for any late, lost or misdirected entries, including but not limited to entries not received due to technical problems.
19. The Promoter and Prize Provider and their related companies, employees and agencies shall not be liable for any loss, damage or personal injury suffered by any person arising directly or indirectly out of or in connection with entering this promotion or claiming/winning any prize, or availing themselves of any prize, except as required by law.
20. The Promoter is not responsible for the transmission or receipt of any incorrect information associated with entries, either caused by user error or any equipment or programming malfunction associated with the promotion.

Disputes

21. In the event of a dispute concerning any aspect of the competition including eligibility the decision of New Balance will be final. No correspondence concerning any decision made by New Balance will be entered into.

Additional terms

22. The Promoter reserves the right to amend, suspend or terminate the competition and these Terms and Conditions at any time.

Privacy

23. All entries remain the property of New Balance. All personal information will be collected and stored by New Balance in accordance with the Privacy Act 1993. You have the right to access your personal information and request correction of any errors in it pursuant to the Privacy Act 1993. Entrants' personal information may be used to conduct this competition and for future promotional and publicity purposes. By entering this competition entrants consent to the use of their information as described above.

Questions

24. Any questions regarding this competition or promotion contact Supplier **Patricia Greig Mango Communications**, patriciag@thisismango.co.nz or **Sophie-Anne Heroux, New Balance**, sophie-anne.heroux@newbalance.com