



TERMS AND CONDITIONS

1. Information on how to enter Ghiotti Silo Park promotion ("**Promotion**") and prizes form part of these terms and conditions ("**Terms and Conditions**"). By participating, entrants agree to be bound by these Terms and Conditions.
2. The Promoter is European Foods Limited, 6 Farmhouse Lane, Saint Johns, Auckland 1072, New Zealand.
3. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and/or Instagram. You understand that you are providing your information to the Promoter and not to Facebook and/or Instagram. FACEBOOK is a trade mark of Facebook, Inc, and INSTAGRAM is a trade mark of Instagram, LLC.
4. Entrants will direct any questions, comments or complaints regarding the Promotion to the Promoter, and not to Facebook or Instagram. Any questions can be directed to Marine Duriez (email: marine@europeanfood.co.nz)

Eligibility

5. Subject to clause 6, entry is open to anyone who, as at the time of entry, is:
 - a) a New Zealand resident;
 - b) 18 years of age or older; and
 - c) living in New Zealand.
6. Employees and contractors of the Promoter, and any agency associated with the Promotion, and the immediate families of such employees and contractors, are ineligible to enter.
7. As part of the Promoter's commitment to being a responsible producer and marketer, it is part of the Promoter's policy not to award prizes to people who have prior criminal convictions, particularly (but not limited to) where those convictions involve anti-social or violent behavior. Accordingly, you warrant that you do not have any previous criminal convictions.

Entry

8. Entry to the Promotion commences at 5:00 PM NZT on 23 February 2018. The entry period for the Main Prize and the Instant Prize, and to collect a Cheese Bite

Token, closes at 8:00 PM NZT 23 February 2018 inclusive, or while stocks of Cheese Bite Tokens last (“**General Entry Period**”). The entry period for the Spot Prize closes at 11:00 PM NZT on 24 February 2018 inclusive (“**Extended Entry Period**”). No entries will be accepted outside of any Entry Period in respect of each Prize.

9. To enter, randomly select one (1) numbered Cheese Bite Token from a bucket at the Promoter’s stand at Silo Park during the General Entry Period.
10. Limit of one Cheese Bite Token per person.

Main Prize

11. The Main Prize consists of a NZ\$5,000 Helloworld Gift Card to be redeemed for flights to a Southern Europe destination (“**Main Prize**”). There is one Main Prize to be won.
12. The Main Prize draw will take place at 8:45PM NZT on 23 February 2018. The first valid entry drawn and collected pursuant to these Terms and Conditions will receive the Main Prize (“**Main Prize Winner**”).
13. The number of the Cheese Bite Token drawn in the Main Prize draw will be announced at Silo Park immediately following the draw. The holder of the Cheese Bite Token announced by the Promoter must present themselves immediately to a representative of the Promoter with the winning Cheese Bite Token to receive the Main Prize.
14. If the number of a Cheese Bite Token drawn in the Main Prize draw has not been selected by an entrant during the General Entry Period, or the holder of the winning Cheese Bite Token does not present themselves to a representative of the Promoter when announced in accordance with clause 13, or within a reasonable period following announcement determined at the sole discretion of the Promoter, then a further Cheese Bite Token will be drawn and announced in the same manner as clause 13 until an eligible entrant presents themselves to receive the Main Prize.

Instant Prize

15. The Instant Prize consists of one (1) pack of Ghiotti Cheese Bites (40g) valued at approximately NZ\$5.99 (“**Instant Prize**”). There are 300 Instant Prizes to be won in total across all 3000 Cheese Bite Tokens available during the General Entry Period.
16. Each Cheese Bite Token selected by an entrant during the General Entry Period will be immediately checked by a representative of the Promoter to determine if the Cheese Bite Token is a specially marked Instant Prize winning Cheese Bite Token.
17. All entrants who select a Cheese Bite Token identified by the Promoter as an Instant Prize winning Cheese Bite Token will receive an Instant Prize (each an “**Instant Prize Winner**”).

18. All Instant Prizes must be redeemed by the close of the General Entry Period. Instant Prizes not redeemed by the close of the General Entry Period will be dealt with as directed by the Promoter in the Promoter's sole discretion.

Spot Prize

19. The Spot Prize consists of a Ghiotti Food Pack, valued at approximately NZ\$100 ("**Spot Prize**"). There are 10 Spot Prizes to be won.
20. To enter, during the Extended Entry Period, an entrant must create a post on Instagram or Facebook, and use either the hashtag #ghiotticheesebites or tag @ghiotti_nz on Instagram or ghiottinz on Facebook.
21. Entry is limited to one post per person. Any further posts will be ineligible, and the first entry submitted based on time will be included in this Promotion.
22. The Spot Prizes will be given away at random from time to time at the sole discretion of the Promoter, who will choose from all eligible entries using the hashtag and/or tags made during the Extended Entry Period. Each valid entry chosen will receive a Spot Prize (each a "**Spot Prize Winner**").
23. The Spot Prize Winners will be notified by the Promoter either via comment on the entrant's winning Instagram or Facebook post or by private message on Facebook or Instagram by no later than 31 February 2018. Spot Prizes can be collected at Silo Park during the General Entry Period or will be sent to the Spot Prize Winner's address as notified to the Promoter.

Prize Terms

24. The names and images of all Winner(s) may be announced on the Promoter's social media pages at the sole discretion of the Promoter.
25. Prizes are the sole responsibility of the Winner(s). Prizes are not transferable and are not redeemable for cash.
26. The Main Prize Winner is responsible for any requirements or expenses associated with the Main Prize including, without limitation, making any bookings for flights and accommodation through Helloworld Travel Limited.
27. In the event that any prize, or any element of a Prize, becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
28. The Promoter reserves the right, at any time, to request verification of age, identity, residential address and any other information from entrants relevant to entry into or participation in this Promotion. Verification is at the discretion of the Promoter; whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with this Promotion.

29. If a Spot Prize Winner cannot be notified (including failure to respond to a notification within 5 working days); or any Winner cannot be verified (including where a Winner's age or place of residence renders an entrant ineligible to receive the Prize), has a criminal record, or is found to have otherwise breached any of these Terms and Conditions, his/her selection as the prize winner may be forfeited and an alternative winner may be selected at the Promoter's sole discretion. No compensation will be awarded to the forfeiter.

Content

30. When you submit any materials in relation to the Promotion including comments, ("**Content**"), you, unless the Promoter advises otherwise, license and grant the Promoter, its affiliates and sub-licensees, a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. You agree not to assert any moral rights in relation to such use, where the moral rights in respect of the Content are yours to assert. You warrant that you have the full authority to grant these rights.
31. All entries submitted become the property of the Promoter. As a condition of entering the Promotion, you license the Promoter and its authorised agents to use your entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. You also warrant to the Promoter that each entry submitted is an original artistic work that does not infringe the rights of any third party. You agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty.
32. You agree that you are fully responsible for the Content you submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. You warrant and agree that:
- a) you will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b) you will not submit any Content that contains or references any third party names, logos and/or trademarks;
 - c) you will not submit any Content that infringes the intellectual property rights of any third party, including but not limited to the use of images which are subject to copyright, unless you are the copyright owner or have the required permission from the copyright owner;

- d) you will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
 - e) your Content shall not contain viruses or cause injury or harm to any person or entity; and
 - f) you will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
33. Without limiting any other terms herein, you indemnify the Promoter for any breach of the above terms.
34. Entries will be reviewed periodically; however, such review does not relieve you from responsibility and compliance with these Terms and Conditions.
35. Entries that do not comply with these Terms and Conditions or that otherwise contain prohibited, or inappropriate content as determined by the Promoter, in its sole discretion, will be disqualified and removed. The Promoter may remove any Content without notice for any reason whatsoever and has the right to automatically exclude entries that contain questionable content related to offensive language and/or third party products without further consideration and at its sole discretion.

Privacy

36. Information from all entries will be collected and used for the purposes of conducting this Promotion (which may include disclosure to third parties for the purpose of processing entries, contacting the prize winner, communicating with entrants about the Promotion and otherwise conducting the Promotion) and for publicity purposes surrounding this Promotion. By entering this Promotion entrants consent to the use of their information as described. Entrants may access and/or change their data by contacting Marine Duriez (email: marine@europeanfood.co.nz). Personal information will otherwise be dealt with in accordance with the Privacy Act 1993.
37. Entrants consent to the Promoter using their name, image, entries, and/or voice in the event that they are a Winner in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter. If you are a Winner, you must take part in all reasonable publicity, photography and other promotional activity as the Promoter requires, without any compensation.

General Terms

38. All decisions of the Promoter (including but not limited to selection of Winner(s)) are final and binding, no correspondence will be entered into.
39. Participants must comply with all requirements of the Promoter including requirements specified in the Terms and Conditions. The Promoter may, at its

absolute discretion, declare any or all entries made by an entrant invalid if the entrant:

- a) fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;
- b) tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
- c) submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
- d) acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person; or
- e) in the opinion of Promoter, engages in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

40. The Promoter accepts no responsibility for late, lost or misdirected entries. The Promoter accepts no responsibility for any failure to receive an entry as a direct or indirect result of a technical problem of any kind or any traffic congestion on the Internet or any website. Entries are deemed to be received at the time of receipt into the competition database, not at the time of transmission by the entrant. Errors and omissions will be accepted at the Promoter's discretion.

41. The Promoter assumes no responsibility for, and the entrants release the Promoter from, any direct or indirect loss, claim, damage or injury to person or property (including computer systems and servers) suffered or sustained (including but not limited to loss arising from negligence) arising directly or indirectly out of or in connection with the Promotion or any Prize.

42. Without limiting the foregoing, the Promoter assumes no responsibility for, and the entrants release the Promoter from, any loss, claim, damage or injury to person or property if, for any reason beyond the Promoter's reasonable control (e.g. due to computer viruses, tampering, unauthorised intervention, fraud, technical failures etc.), this promotion is not able to be conducted as planned and/or the Promotion's administration, security, fairness or integrity are corrupted or affected. Further, in such circumstances, the Promoter may modify or suspend the Promotion and/or invalidate any entries of any individual in any way involved in interfering or tampering with the conduct of the Promotion or abusing the communication system upon which the Promotion is being conducted.

43. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for claims, losses (including loss of opportunity), damages, injuries, costs and/or expenses, whether direct, indirect, special or consequential, suffered, sustained or incurred as a result of, or arising in any way out of, or in any way connected with, the Promotion or any Prize.

44. The Main Prize is subject to the terms and conditions of Helloworld Travel Limited (see <https://helloworld.co.nz/special/gift-card>) and any other third party supplier and service provider. The Promoter and its related bodies corporate are not responsible or liable for any direct or indirect loss suffered by any entrant as a direct or indirect result of the conduct of Helloworld Travel Limited or any other third party supplier or service provider.
45. All entrants release and indemnify Facebook, Inc, Instagram, LLC and the Promoter from any and all direct or indirect loss or injury suffered by Facebook, Instagram, or the Promoter and arising in connection with the Promotion or any Prize.
46. If for any reason any aspect of the Promotion is not capable of running as planned, the Promoter reserves the right to, in its sole discretion, cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, at any time without prior notice. Where it is practical for it to do so, the Promoter will notify entrants of such changes on the promotional website ghiotticheesebites.nz. The Promoter may amend, vary, extend or discontinue the Promotion, or any aspect of the Promotion at any stage in its sole discretion.