

TERMS AND CONDITIONS FOR AA AUTO SERVICE LIMITED “ AA AUTO SERVICE & REPAIR and AA AUTO CENTRE WIN A SUZUKI SWIFT 1.4 GLX AUTOMATIC” PROMOTION

1. Information on how to enter and prizes forms part of these Terms and Conditions. Participation in this “**Promotion**” is deemed acceptance of these Terms and Conditions.

WHO CAN ENTER?

2. Subject to condition 3, this Promotion is only open to New Zealand residents aged 18 years or over and holding a current and valid Licence to drive in New Zealand.
3. Entry is open to all residents of New Zealand except employees of AA New Zealand, District councillors and their immediate family. As the winners are selected at random by computer, friends and family of AA New Zealand are welcome to enter.

PROMOTION PERIOD:

4. This Promotion commences on **Monday 09 Feb 2014** and ends on **15 April 2015**. Entries received after this closing time will not be eligible for entry.

HOW TO ENTER

5. The Promotion will be conducted at the following nineteen (19) AA Auto Centre and AA Auto Service & Repair sites in New Zealand:

AA Auto Service & Repair - Te Rapa, AA Auto Service & Repair – Hamilton, AA Auto Service & Repair – Matamata, AA Auto Service & Repair – Tauranga, AA Auto Service & Repair – New Plymouth, AA Auto Service & Repair Rotorua, AA Auto Centre - Lower Hutt, AA Auto Centre – Hastings, AA Auto Centre – Nelson, AA Auto Centre – Papanui, AA Auto Centre – Taupo, AA Auto Centre - Palmerston North, AA Auto Centre - Mt Maunganui, AA Auto Centre - Hornby
AA Auto Centre – Wellington, AA Auto Centre – Dunedin, AA Auto Centre - Mt Roskill, AA Auto Centre Levin, AA Auto Centre - Christchurch City (“**Participating Sites**”).

The following ten (10) AA Auto Service & Repair sites in Auckland are **Not Participating**

AA Auto Service & Repair - East Tamaki, AA Auto Service & Repair – Glenfield, AA Auto Service & Repair - New Lynn, AA Auto Service & Repair – Kingsland, AA Auto Service & Repair - St Lukes
AA Auto Service & Repair – Panmure, AA Auto Service & Repair – Manukau, AA Auto Service & Repair – Henderson, AA Auto Service & Repair – Newmarket, AA Auto Service & Repair - Lunn Avenue

6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:

(a) Spend \$100 or more at a Participating site as listed in condition 5 in any single day, in one transaction, during the Promotion Period

(b) Swipe a current AA Membership Card or activated AA Smartfuel card at the site

(c) AA Smartfuel cards are available free of charge to entrants at the participating sites.

Any entrant with a new AA Smartfuel card will need to register the AA Smartfuel card after it has been swiped by the participating site by going to www.aa.co.nz/aasmartfuel and filling in the registering form including the card details and your full name and valid email address or either phoning 0800 842 877 and providing the same information.

(d) Multiple entries are allowed during the period; however each entry must meet the conditions outlined in these terms and conditions

RECEIPT RETENTION

7. Entrants must retain their original purchase receipts for all entries as proof of Purchase. Failure to produce the proof of purchase for all entries when requested by the Promoter may, in the absolute discretion of the Promoter, result in invalidation of an entrant’s entries and forfeiture of any right to the prize. Purchase receipts must clearly specify that the purchase was made during the Promotion Period and prior to entry.

DRAW DETAILS

8 The prize draw will take place at the offices of the Promoter, Level 16, 99 Albert Street, Auckland on Monday 20th April 2015 "**Prize Draw**". The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

9. The provisional winner of the Prize Draw will be notified by phone and email within two (2) business days of the draw. The provisional winner will only be deemed a winner once verified by the Promoter in accordance with clause 12. The winner must claim their prize in accordance with clause 14 by no later than 12pm on Monday 27 April 2015.

PRIZE

10. **Prize:** The first valid entry randomly drawn in the Prize Draw will win a Suzuki Swift 1.4 GLX Automatic (which has a recommended retail value of \$23,990 +ORC), and will include a current warrant of fitness, vehicle registration and a full tank of petrol (any additional accessories and fitment will be a cost to the winner), 3yrs/100,000km warranty (whichever occurs first) and 5 years roadside assist is also available to the winner at no cost from the date of first registration ("**Prize**"). Colour choice for the winner is limited to those colours available in New Zealand at the time of winning. The Promoter reserves the right to withdraw and replace the Prize with an item of approximately the same value should the Prize not be available for any reason.

11. The winner will be solely responsible for any additional expenses, including motor vehicle insurance, vehicle servicing and any non-standard accessories for the vehicle. The winner must collect the vehicle in person from the nearest authorized Suzuki New Zealand Limited dealer promptly after the close of the Promotion (but by no later than 30 April 2015) and agrees to sign all documents required to register the vehicle in their name on or prior to collection. The Promoter recommends that the winner effects adequate motor vehicle insurance for the vehicle from the time of collection. As between the Promoter and the winner, the Prize is not transferable, exchangeable or redeemable for cash. However, the winner may, subject to agreement with Suzuki New Zealand Limited, prior to collecting the vehicle, upgrade any of the vehicle's specifications or trade-in the vehicle. If the winner and Suzuki New Zealand Limited so agree, all additional expenses and delivery delays incurred as a result of such upgrade will be borne solely by the winner.

12. **Claiming:** In order to claim the Prize, the winner must verify their entry, and confirm that they agree to comply with the Terms and Conditions of this Promotion with the Promoter, Level 16, 99 Albert Street, Auckland prior to claiming their prize. Arrangements will then be made for collection of the Prize from the nearest authorized Suzuki New Zealand Limited dealer. To verify their entry in order to claim the Prize, the winner must provide to the Promoter:

- (a) the original purchase receipt from the Promotional Period matching the total stated in the online records; and
- (b) Government issued photo identification (eg. driver's licence or passport).

UNCLAIMED PRIZE DRAW

13. If the winner cannot be contacted after reasonable efforts or the Prize remains unclaimed, or the validity of the winner's entry cannot be verified as required by clause 12, by 5pm on 28 April 2015, the winner will be deemed to have forfeited the Prize and the Promoter reserves the right to place the Prize into an unclaimed prize draw. No compensation will be payable to a winner who forfeits the Prize for whatever reason. The unclaimed prize draw will take place at the same place as the original draw on 20 April 2015. The winner, if any, will be notified by phone and email within two (2) business days of the unclaimed prize draw. The winner of the unclaimed prize draw, if any, must claim their Prize in accordance with clause 12 by no later than 5pm on 6th May 2015.

GENERAL

- 14. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 15. The Promoter takes no responsibility for lost or late entries.

16. The Promoter's decision is final on all matters related to this Promotion and no correspondence will be entered into.
17. The Promoter reserves the right to refuse to award the Prize to any entrant who the Promoter (in its sole discretion) believes has violated these Terms and Conditions or gained an unfair advantage in participating in the Promotion or won using fraudulent means.
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
19. The Promoter will not be liable (to the extent possible by law) if the Prize is lost, stolen or damaged and will not replace it. For the avoidance of doubt, nothing in these Terms and Conditions limits, excludes or modifies, or purports to limit, exclude or modify, a consumer's rights under the Consumer Guarantees Act 1993.
20. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
21. If for any reason this Promotion is not capable of running as planned by reason of (including, but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion or for any other reason then the Promoter may elect to cancel, terminate, modify or suspend the Promotion. The Promoter reserves the right in its sole discretion to disqualify any entrant who tampers with the entry process.
22. The winner takes the prize at entirely their own risk and indemnifies (to the extent possible by law) the Promoter and any suppliers associated with this Promotion in respect of any claim for accident, injury, property damage or loss of life that may incur in connection with the Prize.
23. The Promoter and any Suppliers associated with this Promotion will not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death or loss, or damage to property which is suffered or sustained in connection with the prize, except to the extent that liability cannot be excluded by law. Nothing is intended to restrict, exclude or modify customers' rights at law against the Promoter or retailers.
24. These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the exclusive jurisdiction of New Zealand Courts.

PRIVACY

25. The Promoter's Privacy Policy (available on the Promoter's website, [aa.co.nz](http://www.aa.co.nz)) and updated from time to time by publishing an updated version on that website and these terms and conditions govern the collection, use and disclosure of your personal information by us. You agree that the Promoter may collect, use and disclose your personal information in accordance with the Promoter's Privacy Policy. Entrants may seek access to and request the correction or removal of their personal information held by AA New Zealand by contacting us via the web: <http://www.aa.co.nz/site-info/contact-us/email/> Or mail to : **The Privacy Officer**, New Zealand Automobile Association Incorporated, PO Box 5, Shortland Street, Auckland 1140
26. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event that they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the promotional purposes. (including any outcome).

PROMOTER DETAILS

27. AA Auto Service (New Zealand) Limited is the Promoter of this Promotion and its registered office is located at Level 16, 99 Albert Street, Auckland.
28. Any questions related to this promotion should be referred to
AA Auto Service NZ Ltd 09 966 8800