

TERMS AND CONDITIONS

These terms and conditions (**T&Cs**) apply to the \$250 Hunting & Fishing Voucher Promotion (**Competition**) promoted by Heartland Bank Limited and its related companies (**Heartland** or **we**). By entering the Competition, you accept these T&Cs.

1 ELIGIBILITY

- 1.1 You are not able to enter this Competition if you - or one of your immediate family - is an employee of Heartland or any third party involved in providing or promoting the Competition (our **Associates**).
- 1.2 Otherwise, you can enter this Competition if you are a New Zealand resident and aged 18 or over.

2 ENTRY

- 2.1 The Competition is open from 16 April 2018 until 30 May 2018.
- 2.2 To enter, you must apply for a livestock facility with Heartland Bank and drawdown under that facility by 30 May 2018. Note that applications for a livestock facility are subject to Heartland's usual lending criteria, fees and charges.
- 2.3 You can enter once only - and any subsequent entries will be disregarded.

3 THE DRAW

- 3.1 Two winners will be selected by random draw on 6 June 2018.
- 3.2 However, for each voucher, if the first entry selected is ineligible, or if we are unable to contact the winner within 5 days of the draw, a new winner will be selected by another random draw - and that process will be repeated until we contact an eligible winner.

4 PRIZES

- 4.1 There will be two winners of the Competition. Each winner will receive a Hunting & Fishing NZ voucher for the value of \$250.
- 4.2 If a prize or any part of it is no longer available - for any reason - we can decide to alter the prize or replace it entirely with another prize.
- 4.3 The winner cannot transfer a prize, change it or redeem it for cash. If the winner is unable to accept a prize, it will be void – and no compensation will be payable.

5 PROMOTION

We may wish to use the winner's name and image for promotional purposes. So if you are the winner, you agree:

- ⇒ to make yourself available for the purposes of taking promotional photographs or video of you (**Images**) (at reasonable times, locations and on reasonable notice);

- ⇒ that we can use your name and those Images for promotional purposes; and
- ⇒ that you will have no claim to those Images, which will belong to Heartland.

6 **LIMITATION OF LIABILITY**

- 6.1 We are not liable, neither is any Associate, and neither are our respective employees or other representatives (**Heartland Parties**), for any Loss incurred by you or anyone else arising in connection with the Competition or in connection with your entry into the Competition. **Loss** means any personal injury, liability, damage or other cost, and includes direct, indirect, special or consequential Losses.
- 6.2 By way of example, we would not be liable for any Loss arising from any alteration or replacement of the prize (see 4.2), or from your use of the prize, or if your winning the prize resulted in a tax liability for you (but not only those things).
- 6.3 If, as winner, your participation in the Competition, or your use of the prize, results in any claim or other Loss for a Heartland Party, you will indemnify the relevant Heartland Party against that claim or Loss.

7 **GENERAL**

- 7.1 We have the right to cancel or suspend the Competition, or to vary these T&Cs, at any time if we believe it reasonable to do so.
- 7.2 We can void an entry, or refuse to award a prize, if we choose to do so – and we do not have to give reasons for that decision. We might do this if an entry is false or misleading or where the entrant has behaved in a fraudulent or dishonest manner.
- 7.3 If we do not exercise a right we have under these T&Cs it does not mean we have waived that right, and not exercising a right does not prevent us from exercising it in the future.
- 7.4 All decisions we make in connection with the Competition will be final and we will not enter into any further discussion or correspondence regarding those decisions.

8 **PRIVACY**

- 8.1 We will collect and hold the personal information contained in your entry in accordance with the Privacy Act 1993 and our Privacy Statement. Failure to provide the requested personal information may make you ineligible to receive a prize.
- 8.2 We will use that personal information for the purposes of running the Competition, and for our business functions and activities, including marketing products and services to you by mail, email and telephone (including SMS) – you can opt-out of this by following the unsubscribe prompts in the communication.
- 8.3 You have the right to access and request correction of information we hold about you, and full details of every organisation to whom we have disclosed information about you, by contacting us on 0800 87 50 50. To find out more, you can see our Privacy Statement on our website <http://www.heartland.co.nz>