

BELIEVE IT OR NOT

COMPETITION TERMS & CONDITIONS

- Application:** These Standard Competition Terms ("Terms") apply to all promotions and competitions of Believe It Or Not Limited ("BION") that are stated to be subject to BION's Standard Competition Terms. These Terms form an agreement between each entrant ("you") and BION.
- Other information:** Please see the entry information or competition details for the following information, where applicable (and such information forms part of these Terms):
 - (a) competition name ("Competition")
 - (b) start and finish dates for the Competition ("Entry Period")
 - (c) details of how to enter the Competition ("Entry Instructions")
 - (d) date of the prize draw or determination ("Prize Determination Date")
 - (e) prize(s) ("Prize")
 - (f) names of any other parties involved in supporting or promoting the Competition ("Competition Sponsors")
 - (g) any additional terms and conditions of entry into the Competition ("Specific Terms"). If the Specific Terms are inconsistent with these Terms then the Specific Terms will prevail to the extent of any inconsistency.
- Entry:** You may enter the Competition by following the Entry Instructions during the Entry Period. Unless otherwise set out in the Entry Instructions, you may only enter the Competition once. If your entry is received by BION outside the Entry Period, or you do not follow the Entry Instructions and comply with these Terms (including any Specific Terms), you may be disqualified from the Competition.
- Determining and contacting the winner(s):** If the Competition is a prize draw, then the winner of the Prize will be drawn randomly from one prize pool comprising all valid entries on the Prize Determination Date. Otherwise, the winner will be determined as described in the Specific Terms. BION will take reasonable steps to contact the winner by using the contact details provided at the time of entry. However, if BION cannot contact a winner within one week of the Prize Determination Date (despite reasonable efforts to do so) or if the winner is otherwise unable to accept the prize for reasons outside BION's reasonable control, then the winner will forfeit the Prize and BION may conduct a redraw or otherwise select a new winner (and may continue to do this until a winner is selected, contacted, and accepts the Prize in accordance with this clause).
- Prizes:** Some or all components of the Prize may be subject to availability, as well as additional terms and conditions imposed by third parties. The winner agrees to comply with all such third party terms and conditions. Prize winners are responsible for arranging and paying for all costs associated with the Prize that are not explicitly stated in the applicable Prize description. Prizes are not transferrable or exchangeable, cannot be exchanged for cash and all components of the Prize must be taken together. BION reserves the right to replace any Prize with another prize of equivalent or greater value if the Prize becomes unavailable for any reason outside BION's reasonable control. Where the Prize is to be delivered to the winner, the Prize must be delivered to a New Zealand address.

6. **Photographs:** Where you submit photographs to BION as part of the Competition, you must ensure that any individuals depicted in the photographs are aware that the photographs may be used for promotional and media purposes by BION, including on social media, and you must obtain the individuals' permission for such use.
7. **Promotion:** The winner must make themselves available for promotional and publicity purposes on reasonable notice from BION. BION may use all winners' names and photographs, and all photographs submitted by entrants to BION as part of the Competition, for promotional and media purposes without compensation and all intellectual property rights including copyright in any such promotional material will belong to BION.
8. **No warranties:** By entering into the Competition, you acknowledge and agree that BION has not made any representations as to the quality or fitness for purpose of the Prize.
9. **Liability:** Subject to any applicable law that cannot be excluded, BION and the Competition Sponsors, and their employees and agents will not be liable for any loss or damage or injury by or to any person whatsoever (including but not limited to direct, indirect or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with the Competition or the Prize. Without limiting the previous sentence, BION is not responsible for any late, misdirected or incorrectly completed entries, or any technical malfunction, delay or loss of data that occurs in the course of the administration of the Promotion, however caused.
10. **General:** BION's decisions on all matters regarding the Competition are final and no correspondence will be entered in to. BION may change these Terms at any time. The Terms that apply to you are the Terms that are in effect at the time you enter the Competition. If BION cannot reasonably run the Competition as planned for any reason, BION reserves the right to cancel this Competition.
11. **Personal information:** BION and the Competition Sponsors may collect and use personal information about you for the purpose of administering the Competition, verifying the validity of entries, contacting winners and checking winners' identities, and marketing the goods and services of BION, the Competition Sponsors, and selected other third parties to you and your household (including via electronic message). As certain information is required in order to effectively administer the Competition, if you do not provide accurate information where requested, you may be disqualified from entry into the Competition. BION will collect, use and hold your information in accordance with our legal obligations, including under the Privacy Act 1993. In order to request access to or correction of your personal information, or if you do not wish to be contacted for marketing purposes, please contact BION at 10 Panorama Road, Mt Wellington, Auckland or 0800 784 963.
12. **Social Media:** Where the Competition is run via Facebook, Twitter, Snapchat, YouTube or any other social media platform ("Platform") the Competition is in no way sponsored, endorsed or administered by, or associated with, the relevant Platform, the Platform has no liability in connection with the Competition, and any information you provide in connection with the Competition is provided to BION and/or the Competition Sponsors, not to the Platform.