



In-Store Mother's Day Promotion

TERMS AND CONDITIONS:



Acceptance of Terms

1. The Terms and Conditions set out below (**Terms**) apply to the promotion to be in to win one Mother's Day Gift Set (1x wooden serving board, 1x 6pc cheese knife, and 1x 2pc wine glass set) by shopping in-store at participating Foodstuffs and Woolworths stores (**Competition**).
2. By entering in or otherwise participating in the Competition, you are deemed to have read, understood and accepted these Terms and our general terms and conditions governing access and use of this website, including our privacy policy. To read the website terms and/or privacy policy, click here: [Terms of Use | Silver Fern Farms](#) [Privacy Policy | Silver Fern Farms](#).

Competition

3. The Competition is a sales promotion scheme run by Silver Fern Farms Limited (**Silver Fern Farms**). Participants acknowledge that the Competition is run solely by Silver Fern Farms and that participating Foodstuffs and Woolworths stores, together (the "**Stores**") and their related entities are not in any way involved in the Competition other than through the use of the Stores (as referred to in these Terms).
4. To enter the Competition you must purchase two Silver Fern Farms' frozen or chilled retail products in one in-store purchase (the "**qualifying products**") and enter your stores prize draw with your personal details (name, email, and phone number) on the receipt at your stores designated prize box by Sunday 30th April 2023. Please also retain a photo of your receipt as proof of purchase of the qualifying product as a copy of this may be required as proof of purchase in order to redeem your prize.
5. Entries close at 11.59pm on Sunday 30th April 2023 and all entries must be fully completed and submitted by that time. No additional entries may be submitted after entries close. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Silver Fern Farms.
6. Only one entry per receipt of qualifying products is permitted.
7. To enter the competition, you must live in New Zealand and not be an **Ineligible Person** (as defined below) at any time during the Competition. If you do not meet these requirements, you are ineligible to enter. For the purposes of this clause, an Ineligible Person means anyone who works for Silver Fern Farms, the Stores or any other companies or agencies associated with the Competition (an "**Employee**"), their immediate family members and anyone else living in the same household as an Employee. Silver Fern Farms reserves the right to exclude any other entrant from participating at its sole discretion by giving written notice.
8. Each participant warrants that all information submitted in connection with this Competition is true, current and complete. Silver Fern Farms reserves the right to disqualify any entrant who does not comply with these Terms.
9. There is one prize per participating store to be won. Each prize consists of one wooden serving board, one 6pc cheese knife set, and one 2pc wine glass set RRP \$200. The prize may vary, may be different from the images used for the promotion of this Competition and cannot be selected by participants. In the event that the prize or any number of them become unavailable for any reason, Silver Fern Farms may substitute a prize of like or equal value (at its sole discretion).

10. Winners will be randomly drawn from all received entries no later than 12th May 2023 at a time suitable to Silver Fern Farms and the store at which you entered the draw.
11. There are no limits on the number of entries per person. Each entry requires its own receipt to be valid. However, each person may only win one prize and forfeits all rights to any additional prizes. If a second winning entry is drawn for that person, it will be disregarded, and another entry redrawn in its place.
12. Silver Fern Farms will attempt to advise each winner using details provided on their entry within 7 days of the prize draw. If you are unable to be contacted at the phone number(s) you provided then the prize may be forfeited at Silver Fern Farms' discretion and redrawn. Silver Fern Farms shall have no liability for any winner's failure to receive notices due to spam, junk e-mail or other security settings or for a winner's provision of incorrect or otherwise non-functioning contact information.
13. Winners will be notified in advance; all prizes will be delivered to the winners. The winner must provide a delivery address when notified by Silver Fern Farms that they are the winner. Silver Fern Farms will organise delivery to the nominated address and accepts no responsibility or liability for the Prize being damaged or lost in transit.
14. Silver Fern Farms' decision on all matters in relation to this Competition is final and binding and no correspondence will be entered into in relation to such decisions.

General

15. Only correct and valid entries will be accepted and entered into the prize draw. No responsibility is accepted for the non-receipt of an entry.
16. A prize cannot be redeemed for cash, is not transferable to any other person, and cannot be used in conjunction with any other offer or promotion.
17. A redraw may take place if a winner does not wish to receive their prize.
18. If this promotion is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond the reasonable control of Silver Fern Farms then Silver Fern Farms reserves the right at its sole discretion to modify, suspend, terminate, or cancel the competition as is appropriate in the circumstances.
19. Silver Fern Farms reserves the right to refuse to award a prize to an entrant who is in breach of these Terms, gained an unfair advantage in participating or won by using fraudulent means.
20. Except for any liability that cannot be excluded by law, Silver Fern Farms (including its officers, employees and agents) excludes all liability (including negligence) to any person for any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential arising in any way out of this Competition. Without limiting the above, Silver Fern Farms will not be liable for any loss, damage, costs (for instance incurred in accepting or redeeming a prize) or any injury whatsoever suffered by an entrant as a result of or in connection with this Competition, including any inability to enter, complete or continue this Competition due to equipment or technical malfunction. By entering into this Competition, you agree to release and hold harmless Silver Fern Farms and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) your participation in the promotion and your acceptance, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the promotion; (v) electronic or human error in the administration of the promotion or the processing of entries.
21. Silver Fern Farms reserves the right to amend or change these Terms at any time at its sole discretion, including extending, postponing or cancelling the Competition.
22. These Terms shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the non-exclusive jurisdiction of the New Zealand Courts.



Personal information, data and privacy

23. Entry forms will not be returned to participants. All information provided by the entrants will be collected, used, stored, disclosed and corrected in accordance with the Privacy Act 2020. All entrants have the right to access their information and request for any personal information to be corrected.
24. If you are a winner then you agree that Silver Fern Farms and the Stores may publish your name and identify you as a prize winner.
25. By entering into the Competition, you acknowledge and agree that we may use your personal information and other information communicated by you to Silver Fern Farms in relation to this Competition for the following purposes and otherwise in accordance with Silver Fern Farm's [privacy policy](#):
 - a. information will be used for the purposes of this Competition including, for prize winners, any related publicity as set out in these Terms;
 - b. personal data will be transferred by Silver Fern Farms the Stores, who will be subject to privacy obligations in relation to such data; and
 - c. personal data will be placed into a mailing database and used for marketing and promotional purposes and profiling by Silver Fern Farms.
26. You give your express consent to the above data collection and processing by the Stores in accordance with its own privacy policy. Once such data is transferred to the Stores, you acknowledge that Silver Fern Farms has no control over such data use and accept that Silver Fern Farms will not be liable for any use of such information by the Stores. You accept that transfer of the data to the Stores will allow the Stores to send you their newsletter and stay up to date with novelties, competitions, recipes and promotional offers.
27. The Competition hosted by Silver Fern Farms is in no way sponsored, endorsed, administered by, or associated with Facebook or any other platform used to advertise or promote the Competition.

