

Ride for a fuller life

WAITANGI DAY Mercy Screening_6th February 2021

2021 Kona Coco Urban Bike Raffle Draw

Terms and Conditions

PROMOTION

1. The Promoter of this Promotion is New Zealand Radiology Group, under trade name Mercy Radiology, located at Epsom, Auckland ("NZRG") ("Promoter").
2. Information regarding prizes and how to enter the Promotion forms part of these terms and conditions of entry (Terms and Conditions). Entry into the Promotion is deemed as acceptance of the Terms and Conditions.
3. You must be living in New Zealand and aged 18 years or older to enter.
4. Employees of the Promoter and any agency associated with the Promotion, and the immediate families of such employees, are ineligible to enter. The Promoter's decision as to eligibility will be final.

HOW TO ENTER

5. The Promotion begins at 12.01am on 6th February 2021 and ends at 05:59 pm on 6th February 2021 (Promotion Period). No entries will be accepted outside the Promotion Period.
6. Scan QR code or sign-up on form for Mercy's Kona Coco Urban Bike promo available on event site and complete the entry form in full (Qualifying Action), to enter the draw. Failure to complete all sections of the entry form may result in the entry being declared invalid.
7. Multiple entries per person is not permitted.

PRIZE DETAILS

9. There will be two (2) winners of push bikes. Each winner will receive 2021 Kona Coco Urban Bike (the Prize), with an estimated retail value of NZD \$1050. Prize is available in the colour teal. Winners are not able to request choice of colour or size.
10. There are two (2) prizes in total and the estimated total prize pool value is NZD \$2,100.
11. Winners will be drawn on 8th February 2021 by random selection from all valid entries. The first eligible entry drawn will win the Prize.
12. The winner will be notified via the e-mail address or phone number supplied on the drawn entry form within 48 hours of the winning entry being drawn. If a winner cannot be contacted within 10 working days after the first attempted contact, his/her Prize will be redrawn and awarded to another eligible entrant on the same terms and conditions as the original draw. The Promoter is not responsible for any incorrect or inaccurate information submitted on the entry form.
13. A person may enter as many times as they wish and win multiple times across participating stores.

PRIZE CONDITIONS

14. The winners have rights under the New Zealand Consumer Guarantees Act 1993 which cannot be excluded or limited by the Promoter. These rights include statutory guarantees that any goods provided by the Promoter will be of acceptable quality and fit for purpose, and that any services provided by the Promoter will be rendered with due care and skill. These Terms and Conditions do not, and do not intend to, exclude, or limit those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, under laws other than the New Zealand Consumer Guarantees Act 1993 regarding the quality or suitability of the Prize awarded as part of this Promotion and will not be responsible for breach of such representations or warranties.
15. The Prize must not be sold, used, donated, or given away as part of another promotion. The Prize is not exchangeable and cannot be redeemed as cash.
16. If the Prize is unavailable for any reason, the Promoter reserves the right to substitute the Prize in whole (or any of its components), with a substitute prize of equal or greater value.
17. Each winner should look to the manufacturer of the Prize for all warranties. However, these terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the Consumer Guarantees Act 1993) where to do so would contravene that statute or cause any part of these terms and conditions to be void.

GENERAL

18. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries.
19. Entrants must comply with all requirements of the Promoter including requirements specified in the Terms and Conditions. If an entrant enters or attempts to enter the Promotion in a manner, which in the Promoter's opinion, is contrary to these Terms and Conditions or is fraudulent or unjust to other entrants (such as hacking, cheating, deception, or any other unfair playing practices), the entry may be rejected at the Promoter's sole and absolute discretion. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant:
 1. fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;
 2. tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
 3. submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
 4. acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person;

5. 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;
 6. breaches any law; or
 7. behaves in a way that is otherwise inappropriate.
20. The Promoter collects entrants' personal information in order to conduct the Promotion. Entry is conditional on providing this information. By entering this Promotion, unless otherwise advised, each entrant agrees that the Promoter may use the entrant's personal information to conduct the Promotion in accordance with these Terms and Conditions (including to send electronic messages or telephone the entrant in relation to the Promotion).
21. The Promoter may, disclose such information to third parties, including but not limited to agents, contractors, service providers and other suppliers for the purposes of this promotion. The details of winners will be held in accordance with the Mercy Radiology Privacy Policy that can be accessed by visiting www.radiology.co.nz/privacy-policy. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the New Zealand Privacy Principles or any other applicable law and how those complaints will be dealt with. Winners should direct any request to access, update or correct information to the Promoter at the postal address provided above.
22. If, for any reason beyond the Promoter's reasonable control, any aspect of the Promotion is not capable or running as planned, or the conduct or operation of the Promotion is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, acts of Government, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right to, in its sole discretion, cancel, terminate, modify, suspend or recommence the Promotion, or invalidate any affected entries, at any time without prior notice, subject to any applicable law.
23. 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, except for any liability that cannot be excluded by law (in which case that liability is limited to the greatest extent allowed by law)
24. The Promoter is not responsible for any tax implications arising from the winner winning the Prize. Winners should seek independent financial advice.
25. Entries should not be sent to the Promoter's address.
26. Any questions relating to this Promotion should be referred directly to The Promoter.