

## TERMS & CONDITIONS

### PULLMAN AUCKLAND

#### Valentine's Day Prize Draw

1. These terms and conditions ("Terms") apply to the [www.pullmanauckland.co.nz](http://www.pullmanauckland.co.nz) "Endless Love" Valentine's Day promotion ("Promotion"). The Promotion is conducted by Pullman Auckland, Corner Princes Street and Waterloo Quadrant, Auckland 1010.
2. The Promotion commences at 9:00am on 23 January 2017 and ends at 11:59pm on 5 February 2017 ("Promotional Period"). All entries must be received no later than 11:59pm on 5 February 2017. Pullman Auckland records will be final and conclusive as to the time of receipt of an entry. Pullman Auckland accepts no responsibility for lost, late or misdirected entries.
3. Participation in the Promotion is open to the five first "Endless Love" package buyers through the Spa at the Pullman via email or phone (<http://www.pullmanauckland.co.nz/offers/endless-love-valentines-day/>) during the Promotional Period ("Entrant").
4. Entry into the Promotion by an Entrant indicates an acceptance of these Terms.
5. Entrants must be New Zealand residents, aged 18 years or over. Pullman Auckland reserves the right to verify an entrant's identity, age and place of residence.
6. Incomplete or indecipherable entries, or entries not completed in accordance with these Terms, will not be accepted and will not be eligible for the Prize (as defined in clause 10). All entries become the property of Pullman Auckland.
7. The Promotion is not sponsored, endorsed, administered by, or associated with, any social media platform such as Facebook.
8. Any decision of Pullman Auckland will be final and no correspondence will be entered into.
9. Entrants are limited to one entry per person. Pullman Auckland is not liable for any person's inability to complete or continue an entry or for any inaccurate information that may have been supplied or not supplied (as the case may be) as a result of misuse or failure of any equipment, technical error, inaccurate data entry or deletion of data, transmission communication, software limitation or failure, website access, alteration to entry information, or any combination of the foregoing that may occur whilst entering the Promotion.
10. There is one (1) prize on offer ("Prize"). The Prize consists of: Elemis Love Sweet Orchid Gift Pack worth \$125.
11. If the Prize is unavailable for any reason, including unforeseen circumstances, Pullman Auckland may substitute another prize that it considers, in its sole and absolute discretion, to be of equal value. Pullman Auckland's decision will be final and no correspondence will be entered into.
12. The Prize winner will be determined by random draw by a senior member of the marketing team of Pullman Auckland on 6 February 2017 at Pullman Auckland, Corner Princes Street and Waterloo Quadrant, Auckland 1010, New Zealand ("Winner").
13. The Winner will be notified by electronic mail (and where possible by phone) using the contact details specified by the Winner in their entry, on 6 February 2017 and their name may be published on the "Wall" of the Pullman Auckland Facebook page – <https://www.facebook.com/PullmanAuckland>.
14. Once Pullman Auckland and the Winner have established contact with each other and Pullman Auckland has verified any details of the Winner that is deemed necessary in accordance with these Terms, the Prize will be deemed to have been accepted by the Winner.
15. If for any reason (including, without limitation, if the Winner is unable to be contacted by Pullman Auckland) the Prize has not been accepted by the Winner by 5pm on 10 February 2017 ("Cut-Off Date") or the Winner otherwise notifies Pullman Auckland by the Cut-Off Date that it does not wish to accept the Prize, the Winner will be deemed to have forfeited any right to the Prize. Pullman Auckland reserves the right to thereafter conduct a further draw (in the same manner set out in clause 12) until the Prize is successfully claimed.



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16. The Prize is not redeemable for cash or transferable. The Prize cannot be exchanged for a substitute prize. Only the person who originally entered the Promotion can be awarded the prize. No other family members, friends, office associates or any other person will be able to receive the Prize.
17. Incidental costs, such as activity expenses, food and transportation costs, are not included as part of the prize and are the responsibility of the Winner.
18. Except for any liability that cannot be excluded by law, Pullman Auckland will not be held accountable or liable to any person for any direct or indirect, incidental, consequential, special, punitive or exemplary loss, damages or expenses arising from, connected with, or relating to the Promotion or the use of any Prize, including but not limited to breach of these Terms, contract or tort (including negligence) and any other common law, equitable or statutory remedy.
19. The Winner takes the Prize entirely at his/her own risk and indemnifies Pullman Auckland for any loss that may occur in connection with the Prize, including in the event of the Prize being lost completely, and any claim for damages, personal injury, damage to property or loss of life that may occur in connection with the Prize.
20. All personal details provided by Entrants in this Promotion will be held by Pullman Auckland for the purpose of this Promotion and such personal details may be used by Pullman Auckland for future promotional and marketing purposes. Entrants may access, update and request correction of their personal details held by Pullman Auckland by contacting Pullman Auckland at the address listed in these Terms.
21. By accepting the Prize, the Winner agrees to participate in any publicity arrangements that Pullman Auckland may reasonably require in relation to the Prize/and or the Promotion.
22. Pullman Auckland reserves the right to refuse awarding the prize or honouring any prize entitlement to person who is determined to have violated or breached any of these Terms, gained unfair advantage in participating in the Promotion or obtained a winner status using fraudulent means.
23. Employees of Pullman Auckland, and members of their immediate families, are not eligible to participate in the Promotion and win the Prize. The term "immediate families" includes spouses, grandparents, parents, children, and grandchildren.
24. Pullman Auckland reserves the right to cancel, terminate, modify or suspend or recommence the Promotion without notice at any time, including, without limitation, if for any reason the Promotion is interfered with or disrupted. Any such cancellation, termination, modification, suspension or recommencement shall be notified on [www.pullmanauckland.co.nz](http://www.pullmanauckland.co.nz) and Facebook page <https://www.facebook.com/PullmanAuckland>.
25. These Terms may be amended from time to time by notification on [www.pullmanauckland.co.nz](http://www.pullmanauckland.co.nz) and Facebook page – <https://www.facebook.com/PullmanAuckland>.
26. If this Promotion is promoted on Facebook, it adheres to the terms and conditions set out in the Facebook Promotion guidelines which can be found at: [http://www.facebook.com/promotions\\_guidelines.php](http://www.facebook.com/promotions_guidelines.php).
27. Any questions, comments or complaints about the Promotion should be directed to Pullman Auckland at the address listed in these Terms.
28. 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 New Zealand courts.