

## FRISKIES Puss In Boots Promotion

### Terms and Conditions

1. Information on how to enter & prizes form part of these terms & conditions. Any entry not complying with these terms and conditions is invalid.
2. Entry is open to residents of New Zealand who has a valid mobile phone number that can send a message to the TXT service ("Eligible Entrant"). Any Eligible Entrant who is under the age of 16 years must have their parent or guardian's permission to enter. Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with this competition and their immediate families are ineligible to enter.
3. The promotion commences Monday 14<sup>th</sup> November 2011 & closes 11.59pm on Sunday 29<sup>th</sup> January 2012 ("Promotion Period").
4. To enter, purchase **any** FRISKIES product during the Promotion Period then send a TXT message to 2626, with the following information all separated by a single space:
  - a. Enter the word "**Friskies**" first; then
  - b. your first and last name; then
  - c. the last 6 digits of the FRISKIES product barcode;  
(For example: Friskies #space# John #space# Citizen #space# 123456) Note that text entry may not be available from all mobile phone carriers or plans.
  - d. Keep the proof of purchase for every entry you make in a safe place until after the prize draw in case your entry is drawn.
5. One entry may be made for each purchase of a FRISKIES product during the Promotion Period, provided entry does not exceed once per calendar day. Any form of automated entry using any other devices or software is invalid. The Promoter reserves the right to require any Eligible Entrant to provide their original proof of purchase for every entry they made during the Promotion Period in order to claim the prize.
6. The Promoter reserves the right to verify the validity of all entries and reserves the right to disqualify any individual Eligible Entrant or group of Eligible Entrants for tampering with the entry process, including but not limited to the utilisation of techniques designed to avoid payment of call costs or for making multiple entries that are not associated with the separate purchase of a FRISKIES product, or for submitting an entry which is not in accordance with these conditions of entry.

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7. The cost of sending a text message is the responsibility of the Eligible Entrant and may vary depending on the mobile network used. The standard cost of sending a text entry is 20 cents. All entries must be made with the permission of the person who is the registered owner of the mobile phone and is responsible for call charges made by that phone.
8. Major Prize is a trip for 4 people (2 adults & 2 children 16 years and under) to the Gold Coast, Australia valued at up to \$8,000 and includes: return economy airfares from the winner's nearest capital city (if required); airport transfers to and from hotel; 7 nights accommodation in shared room in four star accommodation; a family two day unlimited entry pass to DreamWorld and WhiteWater World on the Gold Coast, Australia, an exclusive breakfast with Puss in Boots at Dreamworld; and NZD\$1,000 spending money. Flights and accommodation are subject to availability at time of booking. Additional spending money, meals, taxes, valid passports, transport to & from departure point, additional transfers, insurance & all other ancillary costs are the responsibility of the winner. It is a condition of accepting the prize that all components of the prize be taken during the trip and all persons taking the trip depart from & return to the winner's nearest capital city at the same time unless otherwise agreed by the Promoter & that all persons taking the trip, (or their parent or guardian), sign a waiver of liability & an indemnity in the form determined by the Promoter in its absolute discretion. Promoter accepts no responsibility for variations in the trip prize value. **The prize must be claimed by no later than 5pm on Wednesday 22<sup>nd</sup> February 2012 and must be taken by no later than Sunday 30<sup>th</sup> September 2012.**
9. The prize draw will be conducted at 1pm on Friday 3<sup>rd</sup> February 2012 at the offices of the Promoter in Mt Wellington, Auckland. The first valid entry drawn will win the major prize.
10. The winner will be notified via the phone number used to send the winning TXT entry competition. The names and towns of the winners will appear at [www.purina.co.nz](http://www.purina.co.nz) by Friday 10<sup>th</sup> February 2012.
11. Prize value is correct at time of printing but no responsibility is accepted for any variation in the value of the prize.
12. The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize(s), except for any liability which cannot be excluded by law.

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13. Each entry becomes the property of the Promoter. All details will be held in accordance with the Nestlé Privacy Policy which can be accessed by visiting [www.nestle.co.nz](http://www.nestle.co.nz) or calling 0800 830 840.
14. Promoter's decision is final and no correspondence will be entered into.
15. The prize cannot be varied or transferred for cash. In the event that the major prize winner is under the age of 18 years, the prize will be awarded to the major prize winner's parent or guardian on their behalf.
16. **The prize must be claimed by no later than 5pm on Wednesday 22<sup>nd</sup> February 2012.** If the prize remains unclaimed despite the Promoter's best endeavours to contact the prize winner, then the prize will be forfeited and the Promoter may conduct an unclaimed prize draw at the same place as the original prize draw at Friday 24<sup>th</sup> February 2012 in order to award the unclaimed prize. The first valid entry drawn will win the major prize and the name and town of the winner in such a draw will appear at [www.purina.co.nz](http://www.purina.co.nz) by Friday 2<sup>nd</sup> March 2012.
17. The winner should look to the manufacturer of products and provider of services awarded as prizes 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 [NZ]) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
18. In the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure, the Promoter reserves the right to substitute a different prize item of equal or greater value.
19. By entering the competition and claiming the prize, the major prize winner must agree that the Promoter may use their name, image and photograph/s for publicity and promotion purposes, without compensation, and agrees that the Promoter will own copyright in any such images and photograph/s and in all material incorporating the photograph/s.
20. If for any reason this Promotion is not capable of running as planned, whether caused by infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend the Promotion. The

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Promoter may in its sole discretion disqualify any individual who tampers with the entry process.

21. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an Eligible Entrant or occurring during transmission. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion.
  
22. The Promoter is Nestlé New Zealand Limited trading as Nestlé Purina PetCare of 2/99 Carbine Road, Mt Wellington, Auckland.