



## **Weber Baby Q Premium (Q1200) Gas Barbecue Giveaway**

### **Terms and Conditions**

#### **1. PROMOTER**

pH7 is launching the Weber Baby Q Premium (Q1200) Gas Barbecue giveaway, henceforth “the promotion” with promotional or advertising purposes. pH7 is a leading provider of HAZCHEM safety solutions for businesses working with hazardous substances. The promoter's address is 4 Tawharau Lane, East Tamaki, Auckland. Their contact number is 0800 323 223 and their email address is enquiries@ph7.co.nz. Any questions or concerns regarding this promotion should be directed to the promoter at the contact information provided.

#### **2. PROMOTION PERIOD**

The promotion will run from 1<sup>st</sup> of December 2023 at 00:00 NZT to 1<sup>st</sup> of February 2024 at 23:59 NZT. All entries received outside of this Promotion Period will be disqualified.

#### **3. ELIGIBILITY AND ENTRY**

The promotion is subject to all applicable federal, state, and local laws and regulations. Participation in the promotion constitutes the participant's full and unconditional agreement to these terms and conditions. In addition, the participant agrees to accept any and all decisions made by the promoter, as final and binding in anything related to the content.

The promotion is open to:

- Promotion is open to New Zealand residents, over the age of 18.
- The promotion is only open to those participants that have purchased the following products:
  - *Flammable Liquids Storage Cabinets (30L, 60L, 100L, 160L, and 250L cabinets)*

- *IBC Pallet (1300L Sump)*
  - *Spill Pallets (2 Drum and 4 Drum)*
  - *Industrial Absorbent Pads (Oil & Fuel Pads, Chemical Pads, and Universal Pads)*
  - *Oil & Fuel Spill Kits (25L, 50L, 120L, 240L Kits)*
  - *Shigematsu (STS) TSO1 Multi Gas Kits (Sizes M and L)*
  - *Shigematsu (STS) FSO1 Spraying Kits (Sizes M and L)*
- The personal data with which the participants fill out the registration form must be true data.

Employees, agents, and affiliates of pH7, its subsidiaries, affiliates, and their immediate family members (spouse, parent, child, sibling, and their respective spouses) and household members (whether related or not) are not eligible to participate in the promotion.

The promotion must be entered by purchasing any of the products listed above and filling out the online giveaway form. The information required in the form consists of name, email address, phone number, physical address, name of the product(s) purchased, receipt number, location of purchase, and photo evidence of the receipt.

#### **4. WINNER SELECTION AND PRIZES**

The prize for this promotion is a Weber Baby Q Premium (Q1200) Gas Barbecue in the colour Titanium, with an estimated retail value of \$499.00. The prize is not transferable or exchangeable and cannot be substituted for cash. The promoter reserves the right to substitute the prize with a prize of equal or greater value if the advertised prize becomes unavailable for any reason. All costs and expenses associated with the acceptance and use of the prize that are not expressly stated as part of the prize are the sole responsibility of the winner. The winner is responsible for any applicable taxes on the prize. The promoter is not responsible for any warranty or guarantee on the prize, and the winner accepts the prize "as is" without any warranty or guarantee.

The winner will be selected on a random number generator on 2<sup>nd</sup> of February 2024 at 12:00 NZT. The winner will be notified by email and/or phone call within 2 days of the winner selection. If the winner does not respond within 3 days, or if they are found to be ineligible, the promoter reserves the right to select an alternate winner from the remaining eligible entries. The decision of the promoter is final and binding on all matters related to the promotion.

#### **5. LIMITATIONS AND DISQUALIFICATION**

The promoter reserves the right to disqualify any participant who violates these terms and conditions or who tampers with the entry process, including but not limited to fraud or

cheating.

The prize is not transferable and will not be subject to changes, alterations, or compensations. The prize cannot be redeemed for cash, nor can it be changed for a different product. pH7 reserves the right to carry out changes, to extend or to cancel the promotion for any justifiable reason with prior legal communication.

Any tax or fiscal fee that may arise from the acceptance of the prize will be the responsibility of the winner, as well as any other expense derived from the promotion that has not been previously assumed by pH7 in the Terms and Conditions.

There is a period of FIFTEEN (15) days from the date the winner is selected to file any justified claim. pH7 reserves the right to substitute the prize for another one of similar characteristics should a compelling need arise.

## **6. PUBLICATIONS OF COMMENTS AND OPINIONS**

No comments or opinions whose content is considered inappropriate, offensive, insulting or discriminatory, or that could violate the rights of third parties, will be allowed. Nor will comments be permitted against any individual that are an infringement of personal honor, personal and family privacy, or personal image rights. We will not be responsible for any damages caused by comments made by Promotion Participants, or that may at any time offend the sensitivities of other Participants.

Any attempt to hinder the proper development of the Contest, either by human intervention or by means of an automaton, will lead to the immediate disqualification of the participant, annulling their candidacy.

## **7. DISCHARGE OF LIABILITY**

By participating in the promotion, participants agree to release, discharge, and hold harmless the promoter, its affiliates, subsidiaries, advertising and promotion agencies, and their respective officers, directors, employees, and agents from any and all liability, loss, damage, or injury arising out of or related to participation in the promotion or the acceptance, use, misuse, or possession of any prize received through the promotion. The promoter makes no representations or warranties of any kind, express or implied, regarding the prize or the promotion. The promoter shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with the promotion, whether based on contract, tort, strict liability, or any other theory of liability, even if the promoter has been advised of the possibility of such damages. If the promoter's liability cannot be disclaimed or excluded under applicable law, the promoter's maximum liability shall be limited

to the value of the prize.

The promoter also reserves the right to cancel, suspend, or modify the promotion in any way, without notice, in the event of any cause beyond its control. The promoter is not responsible for any lost, late, incomplete, or misdirected entries, or 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. The promoter is not responsible for any injury or damage to participants' or any other person's computer related to or resulting from participating in the promotion or downloading materials from or use of the promoter's website. The promoter is not responsible for any technical or other problems that may arise in connection with the promotion, including but not limited to problems with the internet or with any telecommunications network.

## **8. FACEBOOK/INSTAGRAM/LINKEDIN**

The promotion is not sponsored, endorsed, administered or associated in any way with Facebook/Instagram, so the Participants release Facebook/Instagram/LinkedIn from all responsibility for any damages that may arise from it.

## **9. DATA PROTECTION & PUBLICITY**

The company responsible for processing your data is pH7 located in New Zealand. The data provided in the contest will not be passed to any third party and will be treated and stored with the utmost respect and data security.

By participating in the promotion, participants agree to allow the promoter to process their personal data for the purposes of administering the promotion, including contacting participants and verifying their eligibility. Participants also agree to allow the promoter to use their name, likeness, photograph, and any statements they make about the promotion in any promotional or advertising materials related to the promotion, without compensation or notice. However, the promoter will only process personal data in accordance with applicable data protection laws, including obtaining any necessary consents and providing participants with any required notices or rights. Participants may have the right to request access to, rectification, or erasure of their personal data or to restrict or object to its processing.

By accepting these Terms & Conditions, every participant agrees that the data provided for their participation in the promotion be incorporated into a file owned by pH7 in order to manage the participation in the promotion and to communicate the participant if they have been selected as the winner.

The participants are hereby informed that their personal information will be treated and used with the following objectives: to contact the participant if they have been selected as the winner and to deliver the prize to the address provided by the participant.

## **10. AMENDMENTS**

We reserve the right to modify or extend these promotional bases, to the extent that it does not harm or impair the rights of the participants in the Promotion.

## **11. GOVERNING LAW**

These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand. Any dispute arising out of or in connection with the promotion or these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of New Zealand. In the event of any conflict or inconsistency between these terms and conditions and any other communication or advertising relating to the promotion, these terms and conditions shall prevail. If any provision of these terms and conditions is found by any court or competent authority to be invalid, unlawful, or unenforceable, that provision shall be deemed to be deleted from these terms and conditions and the remaining provisions shall continue in full force and effect.

## **12. AGREEMENT**

By participating in the promotion, participants agree to be bound by these terms and conditions and any decisions made by the promoter.