

## FULL TERMS AND CONDITIONS

### Terms and conditions: "EAGERS AUTOMOTIVE WOW VEHICLE DEALS 2025 – WIN \$15,000 CASHBACK PROMOTION"

The promotion period: Wednesday 1<sup>st</sup> January 2025 - Monday 31<sup>st</sup> March 2025.

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Auckland Auto Collection Limited (trading as Eagers Automotive New Zealand) (Company Registration # 939375) of 2 Great North Road, Grey Lynn, Auckland, 1021. "Eagers Automotive" or the promoter" includes the following dealerships:  
  
John Andrew Ford, 2 Great North Road, Grey Lynn, Auckland 1021.  
John Andrew Mazda & John Andrew Used, 49 Great North Road, Grey Lynn, Auckland, 1021. easyauto123 North Harbour, Corner of Target and Wairau Roads, Glenfield, Auckland, 0627. North Harbour Mazda, 182 Target Road, Wairau Valley, Auckland 0627. North Harbour Ford, 11 Link Drive, Wairau Valley, Auckland 0627.  
Manukau MG & easyauto123 Manukau, 9 Cavendish Drive, Manukau, 2104. Manukau GMSV & Manukau Nissan, 17 Cavendish Drive, Manukau, 2104. Auckland Motors Mitsubishi & Manukau Hyundai, 686 Great South Road, Manukau, 2104.
3. The promotion period commences in NZ at 8.00am on 1<sup>st</sup> January 2025 and closes at 5.00pm on 31<sup>st</sup> March 2025.
4. Entry is only open to New Zealand residents who fulfill the entry requirements (as outlined in point 5). Employees, directors, management, licensees and contractors of the promoter or its related bodies and advertising agencies are ineligible to enter.
5. To enter the promotion, entrants must:
  - a) During the promotional period:
    - i. Purchase a new, used or demonstrator vehicle from any participating Eagers Automotive dealership (as listed in point 2).
    - ii. Complete an entry form.
    - iii. Sign an unconditional purchase agreement.
    - iv. Pay a deposit and, if applicable, have finance approved.
  - b) And then:
    - i. Make full payment by 5.00pm 31<sup>st</sup> March 2025; and
    - ii. Take delivery of the vehicle before 5.00pm 11<sup>th</sup> April 2025.
6. Eagers Automotive will make reasonable efforts to ensure that vehicles purchased during the promotional period are delivered before 5.00 pm 11<sup>th</sup> April 2025, but is not responsible, and accepts no liability, if for any reason delivery does not occur by that date.
7. Valid entries from participating Eagers Automotive dealerships will be put into a barrel and the winner will be drawn out at random.
8. The winning entry will be the first entry form pulled out of the barrel. In the event that the first entry form is not deemed eligible to win (due to false, incorrect or incomplete details, or not fulfilling the entry requirements as outlined in point 5) a second entry form will be pulled out. This will continue until a winning entry is found.  
  
The draw will take place at 10am on Tuesday 15<sup>th</sup> April 2025 at one of Eagers Automotive's participating dealers. The location will be communicated on Eagers Automotive's website (eagersautomotive.co.nz) and Facebook page once finalized.
9. Only one (1) entry is permitted per customer per vehicle purchased within the promotional period. Multiple entries by the same customer are permitted only if multiple vehicles are purchased within the promotional period. The number of entries accepted is based on the number of vehicles purchased (i.e. Two (2) vehicles purchased by the same customer allows that customer to have two (2) entries into the draw).
10. The winner will be notified by phone within two (2) business days of the draw, and also in writing by email or post. The winner's name

will also be published on the Eagers Automotive website: [www.eagersautomotive.co.nz](http://www.eagersautomotive.co.nz) by Wednesday 16<sup>th</sup> April 2025 for at least 28 days. The promoter's decision is final and no correspondence will be entered into.

11. The prize is NZ\$15,000, given in the form of a cheque payable to the winner. Any ancillary costs associated with redeeming the prize are not included.  
  
The prize will be handed to the winning customer, at an agreed time within 28 days of the draw at the Eagers Automotive dealership location from which the vehicle was purchased.
12. Incomplete, indecipherable or illegible entries will be deemed invalid. No responsibility will be accepted for lost, illegible or misdirected entries.
13. The promoter reserves the right, at any time, to verify the validity of entries and entrants (including the entrants' identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with the terms and conditions or who tampers with the entry process. Errors and omissions may be accepted at the promoter's discretion. Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
14. If there is a dispute as to the identity of the entrant, the promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
15. If the prize is not claimed, or the winner is not contactable, within 40 days of the draw, the prize will be deemed forfeited.
16. Entry into the promotion is deemed as approval to use the winner's name(s) and photograph(s) for publicity purposes. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including the outcome), and promoting any products and/or services supplied by the promoter.
17. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the promoter, including but not limited to technical difficulties, unauthorized intervention or fraud, the promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Nothing in these terms and conditions limits excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act, as well as any similar consumer protection laws in New Zealand.
19. Except for any liability that cannot by law be excluded, including non-excludable Guarantees, the promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the promoter) due to any reason beyond the reasonable control of the promoter; (d) any variation in prize value to the stated in these terms and conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
20. Privacy Notice: We collect your personal information so you can enter, and we can administer, this promotion. Your personal information is required for us to contact you in the event that yours is deemed the winning entry. We may also use your information for future marketing and promotional purposes where you have consented to such use. Your personal information will only be disclosed to the promoter and its related corporate bodies for these

purposes. Our Privacy Policy is available on our website at [www.eagersautomotive.co.nz](http://www.eagersautomotive.co.nz). The policy contains information about how we handle your personal information, how you can contact us to access or correct it, how to make a complaint if you feel that we have not handled your personal information correctly and how we deal with complaints.

21. All entries become the property of the promoter.