

Win an exclusive PORK PIE track day experience and a Mini for the Weekend My Cinema Promotion

Terms and Conditions of Participation

1. This promotion –“Win an exclusive PORK PIE track day experience and a hired Mini for a weekend” My Cinema (“Promotion”) is conducted by New Zealand Motion Picture Exhibitor’s Association Incorporated, Society Number 307435, Registered Office: 39 Tresillian Ave, Nelson, New Zealand and Independent Cinema Australia Inc of P.O. Box 20, Eastwood, NSW 2122, Australia ABN 14 546 264 865 (“Promoter”) trading as My Cinema and is only open to persons attending participating My Cinema sites in New Zealand.
2. Information on how to enter the Promotion and the prizes form part of these Terms and Conditions.
3. Entry into this Promotion is deemed to be acceptance of these Terms and Conditions.
4. Entry is open to members of the public who are residents of New Zealand and who purchase a ticket to see the movie “*PORK PIE*” at participating independent cinema locations listed on the website www.mycinema.co.nz, complete an Entry Form and lodge the Entry Form at their participating cinema between the opening and closing dates of the Promotion. Entry is not open to employees (and the immediate family of such employees) of the Promoter, or the Sponsor – Studiocanal, of participating independent cinemas and the affiliates of all such parties. An immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
5. Entries not completed correctly will not be eligible to enter the Promotion.
6. In order to be eligible, all entries must be lodged by 6pm on Wednesday 15 March, 2017.
7. In order to be eligible, parent or guardian details and consent must be included on any Entry Form submitted by a person under 18 years old and that parent or guardian must be able to accept the prize on behalf of the under-age person.
8. Directors, management and employees (and their immediate families) of the Promoter, Prize Sponsor, participating cinemas, and companies associated with this Promotion including prize suppliers are ineligible to enter the Promotion.
9. The Promotion commences at 12:01am (NZDST) on Wednesday 18 January, 2017 and final entries close at 6pm (NZDST) on Wednesday 15 March 2017 (the “Promotional Period”). To be a valid entry, all of the necessary information must be included with an entry and the entry must be received by the Promoter during the applicable Promotional Period explained above. The movie ‘*PORK PIE*’ may not be showing at every participating cinema during the entire Promotional Period.
10. One Minor Prize will be drawn on behalf of the Promoter at each participating cinema (see www.mycinema.co.nz for participating cinemas and addresses) at midday on Tuesday 16 March 2017. The Minor Prize winners will also have the chance to win the Major Prize.
11. The Major Prize draw (Track Day Experience and Mini for the weekend) will take place at the registered office of the Independent Cinemas Association on Wednesday 22 March 2017 at 2pm NZDST and the winners name and the name of their participating cinema will be announced in writing on the website www.mycinema.co.nz on that date and the Promoter will telephone the winner at the contact number and advise the winner in writing on the My Cinema website and at the winner’s email address provided on the winning Entry Form (or in writing at the postal address if no email is provided).

Prizes

12. The Promotion prizes consist of one national Major Prize valued at up to \$2,500 to be drawn at the registered office of the Independent Cinemas Association and 26 signed *PORK PIE* movie posters and t-shirts

Minor Prizes to be given away valued at \$150 each, one each at each of the participating cinema locations [or their head offices] throughout New Zealand (26 locations total value \$3,900).

13. The Major Prize valued at up to NZD\$2,500 comprises

- a. Return Economy Flights from Wellington or Christchurch to Auckland for two
- b. Accommodation in Auckland for one night (twin share)
- c. Hired Mini for the weekend (petrol and insurance at winners expense)
- d. Track day experience for two

i. Terms and Conditions of Major Prize:

Entry is open only to New Zealand residents. The driver of the Mini must be at least 25 years of age and hold a current and valid full NZ drivers license. The prize consists of: A weekend (3 Days) in the MINI 3-Door Hatch. The prize is not exchangeable, transferable or redeemable for cash. The prize can be changed at BMW Group New Zealand's discretion. The dates available, excluding public holiday and long weekends, and MINI model provided will be at BMW Group New Zealand's discretion, 4 day vehicle loan must be taken prior to 22 May 2018. The vehicle must be collected from, and returned to BMW Group New Zealand's Head Office, in Auckland at the winners expense (prize does not include travel to or from Head Office). The driver of the vehicle must sign a vehicle loan agreement with MINI NZ and adhere to the terms of the loan agreement; a KM limit of 1,000 kms will be stipulated in this agreement. If it is deemed the MINI is used for any improper or unlawful activity the loan term of the car will be terminated immediately. Insurance excess is the responsibility of the prize winner / driver (full details of insurance will be provided in the vehicle loan agreement and must be adhered to). The vehicle will have a full tank of fuel when collected; the winner must return the vehicle with a full tank of fuel. All fuel costs are the responsibility of the winner during the loan period. BMW Group New Zealand is not responsible for any offences committed, or fines or fees incurred, by the prize winner while driving the MINI during the loan period. To the extent permitted by law, BMW Group New Zealand, its employees and agents shall not be liable for any claims, losses, damages, injuries, costs and expenses (whether direct, indirect or consequential) suffered, sustained or incurred as a result of, or arising out of, or in any way connected with this promotion and/or its prize. Neither BMW Group New Zealand nor its agents take any responsibility for the quality of the prize once it has been issued to the winner. BMW Group New Zealand reserves the right to change any of the terms and conditions applying to this promotion or to modify, terminate, suspend or reschedule this promotion. BMW Group New Zealand reserves the right to disqualify any individual who tampers with the entry process. You agree to MINI using your personal information to verify that you are eligible for the prize draw and to contact you if you are a winner.

- I. The Major Prize must be taken by 22 May 2018 and booking must be confirmed within two months of winner notification.
- II. Prize available excluding public holiday long weekends
- III. Unless expressly stated all other costs and expenses associated with taking the Major Prize are not included and become the responsibility of the Major Prize Winner, and their travel partners, including:
 - IV. additional taxes;
 - V. transfers;
 - VI. travel insurance;
 - VII. meals unless noted above;
 - VIII. any extra sightseeing or activities (not specified);
 - IX. any additional accommodation;
 - X. personal spending money; and

- XI. all other incidental and ancillary costs, incurred by the Major Prize Winner, and/or their travel partners, as a direct or indirect result of taking the Major Prize that are not otherwise stated as included in the Major Prize.
- XII. The Major Prize is subject to availability at time of booking.
- XIII. The Major Prize must be taken as stated and no compensation will be payable if the Major Prize Winner is unable to use the prize as stated. The prize is not transferable to another person (unless agreed by the Promoter) or exchangeable for other goods and services and cannot be redeemed as cash. Any element of the Major Prize that is unused will be forfeited and no compensation will be paid in lieu of that element of the Major Prize.
- XIV. The itinerary is to be determined by the Sponsor in agreement with the Major Prize Winner subject to availability at the Motel but in the event that agreement cannot be reached, the Sponsor reserves the right to determine the itinerary.
- XV. A credit card imprint or cash deposit is required from the Major Prize Winner, and/or travel partner, at check-in to Motels for all incidental charges.
- XVI. It is the Major Prize Winner's, and their travel partner's, personal responsibility to ensure that they have valid documentation, including but not limited to valid identification. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Major Prize Winner, and their travel partner.
- XVII. The Major Prize Winner and their travel partner and children must depart from and return to the same departure point and travel together.
- XVIII. Airpoints™ points will not form part of the Major Prize.
- XIX. Flight schedules and accommodation arrangements are subject to change without notice.
- XX. The Promoter makes no representation as to the safety conditions or any other conditions that may exist at any destination.
- XXI. As a condition of accepting the Major Prize, Major Prize Winner, and their travel partners, must sign any legal documentation as and in the form required by the Promoter, Sponsor or organisers.

The prize Sponsor is Studiocanal 286 Mt Wellington Highway, Mt Wellington.

j. Winner must be 18 years and over or have the consent of their parent or guardian to enter this Promotion and be accompanied by an adult when travelling.

k. The Winner must hold a valid full New Zealand driver's license.

k. The Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to NZ law.

14. The Minor Prizes comprise one of 26 'PORK PIE' posters and t-shirts signed by the cast

15. One prize-winner will be selected at each participating cinema [or their head office] to win a Minor Prize. The Minor Prize winners will be notified in person or in writing by email within three days of being determined (or in writing at their postal address if no email is provided).

16. One entry will be drawn at each participating cinema to be sent to the office of the Independent Cinemas Association Promoter to go in the draw for the Major Prize.

17. The Major Prize will be drawn by an independent person and the draw will take place at the registered office of the Promoter, 310 Rowe Street, Eastwood NSW 2122 Australia, at midday AEDST on Wednesday 22 March 2017. The winners name and the name of their participating cinema will be announced in writing on the website www.mycinema.co.nz on that date and the Promoter will telephone the winner at the contact number and advise the winner in writing at the email address provided on the winning Entry Form (or in writing at the postal address if no email is provided).

18. The Minor Prizes and Major Prize will only go to a valid Entry Form. The Promoter's decision is final and not subject to further correspondence.

19. All prizes are to be taken as offered, are non-transferable and cannot be exchanged or redeemed for cash.

20. If any prize is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute that prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority. The Promoter accepts no other liability or responsibility for any loss.

21. It is possible that tax implications may arise for prize winners from the prizes in this Promotion. Each prize winner is advised to seek independent financial advice before accepting their prize. The airline tickets and components of the Major Prize are subject to the terms and conditions included on those tickets and passes and once provided to the prize winner they are solely responsible to abide by those terms and conditions and to look after the tickets and passes which will not be replaced if lost, damaged or stolen.

22. Failure by the Promoter to enforce any of its rights under these terms and conditions or under law at any stage does not constitute a waiver of those rights.

23. All entries become the property of the Promoter and the Promoter is not responsible if any entries are not received by the Promoter for any reason. Entries will be deemed invalid if incomplete, indecipherable, illegible, stolen, forged or mutilated in any way.

24. If any of the prize winners cannot be contacted or do not claim the prizes by AEST 12.00pm on Wednesday 21 June 2017, the Promoter reserves the right to conduct such further draws at the head office of the Promoter as may be deemed necessary to distribute the prizes and avoid the relevant date passing. If required, a redraw of the Major Prize and any unclaimed Minor Prizes will take place at AEST 2.00pm on Wednesday 21 June 2017, the winner/s name will be published in writing online at www.mycinema.co.nz on the same day and the Promoter will contact the winner in writing at the details provided on the Entry Form.

25. If for any reason 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, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion, subject to the approval of the authorities that have issued permits for its conduct.

26. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication including any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, or otherwise, (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Promotion (whether as a result of one of the foregoing causes or otherwise).

27. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as well as any other implied warranties or similar consumer protection as may be provided under NZ consumer statute laws ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the 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 the Promotion.

28. The Promoter assumes no responsibility for, and the entrant releases the Promoter from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the entrant's participation in this promotion or the conduct of the promotion generally or as a direct or indirect result of an entrant's error, any technical problem

of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the entrant or associated with the equipment or programming used in the conduct of this promotion. If, because of any such problem, this promotion is not able to be conducted as planned and/or the promotion's administration, security, fairness or integrity are compromised or affected, the Promoter may (where necessary with the approval of the relevant Department) cancel, terminate, modify or suspend the promotion and/or disqualify any entrant involved in interfering or tampering with the conduct of this promotion in any way.

29. Details from all entries will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties for the purpose of processing and conducting the promotion) and for publicity purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described.

30. Unless otherwise indicated by the participant on the Entry Form, details from entries will be included in the relevant participating cinemas email list and the My Cinema database to enable the entrant to receive information about further promotions and movie news.

31. Text of Entry Form

WIN AN EXCLUSIVE PORK PIE TRACK DAY EXPERIENCE & A MINI FOR THE WEEKEND.

The major prize includes return economy flights from Wellington or Christchurch to Auckland.

- Accommodation for one night in Auckland (twin share)
- Hired Mini for the weekend (petrol at winners expense)
- Hot laps experience for two

Valued at \$2,500

There are also 26 minor prizes to be won which include a PORK PIE poster & t-shirt personally signed by the cast.

To enter, purchase a ticket to see PORK PIE at a participating My Cinema location, fill in your details below and submit your entry in the entry box at your participating My Cinema. One ticket per entry.

Parent or Guardian must provide consent and enter on behalf of children.

NAME

ADDRESSPOSTCODE.....

Phone EMAIL.....

Name of the 'My Cinema' location where you saw the movie

SIGNATURE of Entrant/or Parent/Guardian of entrant if under 18 years.....

- Please tick if you would like to be added to the 'My Cinema' email list for further competitions and movie news
- Please tick if you would like to be added to your local cinema's newsletter, if available.

Competition opens 18/01/17 at 00.01 (NZDST) & closes 6pm 15/03/17. Minor Prizes drawn 16/03/17, Major Prize draw 22/03/17. Major Prize winner will be notified & their name placed on MyCinema.co.nz. For full terms & conditions and a list of participating cinemas please see MyCinema.co.nz