

## **“SMOKING HOT SUMMER” PROMOTION**

### **TERMS AND CONDITIONS**

1. The Promoter is Footwear Industries Pty Ltd (NZBN 9429032342970) trading as Steel Blue, care of Crowe Horwath NZ Ltd, 1 Coquet Street, Oamaru, 9400, telephone 0800 777 460.
2. Information on how to enter the SMOKING HOT SUMMER Promotion (“**Promotion**”) and the prizes form part of these terms and conditions (“**Terms and Conditions**”). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. Entry is only open to New Zealand residents aged 16 years or over.
4. Entrants between the ages of 16 and up to, but not including 18 years old, must have parental/guardian approval to enter the Promotion and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
5. Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
6. Promotion will commence at 12:01am NZT on 14/10/2019 and end at 11:59pm NZT on 30/11/2019 (“**Promotional Period**”). Any entries received after the Promotional Period will not be considered.
7. To enter, individuals must complete the following steps during the Promotional Period:
  - (a) purchase a pair of any Steel Blue Boots from a participating store;
  - (b) complete the entry form (“**Entry Form**”), to which these Terms and Conditions are annexed, in store or online at <https://steelblue.com/nz/win-a-bbq-smoker-with-steel-blue>, ensuring all details are complete;
  - (c) include a copy of the store or online receipt to the Entry Form to confirm purchase.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. Incomplete, offensive or indecipherable entries will be deemed invalid.
10. Entry is limited to one Entry Form for each pair of the selected promotional Steel Blue Boots purchased. Multiple purchases and entries are allowed.

11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant including but not limited to requesting proof of identity, age and residency.
12. For purchases and entries through OfficeMax, please refer to the terms and conditions at <https://s3-ap-southeast-2.amazonaws.com/assets.steelblue.com.au/app/uploads/2019/10/07112405/NZ-Web.-Smoking-Hot-Summer-OfficeMax-Terms-Conditions.pdf>.
13. Each participating store has one Steel Blue branded ProQ Frontier BBQ Smoker valued at RRP NZD \$399 to giveaway ("**Prize**"). Total prize value of \$399.00 ("**Prize**"). The respective store winner will be selected by the participating store from the first entry form drawn from the competition box. The respective winners will be drawn on 02/12/19 by the participating store and notified through the telephone and/or email contact details submitted with the Entry Form as soon as reasonably practicable by the participating store.
14. In the event that the first drawn Entry Form is deemed invalid (ref section 9), the next complete Entry Form to be drawn will be deemed the winner.
15. The Promoter's decision is final and no correspondence will be entered into. The final interpretation of any of the terms and conditions mentioned in these Terms and Conditions will rest with the Promoter.
16. The successful entrants have two (2) months from the date of the Prize draw to collect the Prize from the respective participating store. Claiming the drawn Prize is the entire responsibility of the respective winning entrant and not the Promoter. If for any reason a winner does not collect the Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
17. Prizes are not transferable or exchangeable and cannot be taken as cash.
18. 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 any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. 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, unauthorised 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 a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
20. Any cost associated with accessing the Promoter's promotional website is the entrant's responsibility and is dependent on the internet service provider used.
21. 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 1993 or the Fair Trading Act 1986 ("**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. Except to the extent required by any law, including the Non-Excludable Guarantees, the Promoter makes no warranties or representations about the Prize.

22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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, unauthorised 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 that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking and/or use of the Prize.
23. Subject to New Zealand privacy law, the Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to New Zealand regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes and, if consent is expressly given by the entrant this may include sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
24. Entrants consent to any information provided in the Entry Form being collected and used for any and all ongoing marketing initiatives the Promoter deems appropriate across all the Promoter's marketing activities.
25. The Promoter's privacy policy is available at <https://steelblue.com/nz/en/privacy-policy/>.
26. The Promotion shall be governed in accordance with the laws of New Zealand.
27. Any queries entrants may have in respect of these Terms and Conditions may be directed to the Promoter's Chief Marketing Officer via email: [marketing@steelblue.com](mailto:marketing@steelblue.com) or telephone 0800 777 460.