

## **LINDT GOLD BUNNY & THE WAREHOUSE NEW ZEALAND MESSAGE RIBBON PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter this Promotion and the Message Ribbon details form part of these Terms and Conditions of participation (**Terms**). These Terms apply to the Promotion and participation in the Promotion is deemed acceptance of these Terms.
2. The promoter is Lindt & Sprungli (Australia) Pty Ltd (ABN 43 079 224 892) of 16 Hollinsworth Road, Marsden Park, NSW, 2765, Australia (**Promoter**).
3. Participation in this Promotion is open to New Zealand residents (**Eligible Claimants**). Eligible Claimants aged under 18 must have consent from their parent or guardian to participate in the Promotion.
4. To redeem the offer available under the Promotion, during the Promotion Period (as defined in clause 9), claimants must:
  - (a) purchase at least one (1) x 200g or 100g LINDT GOLD BUNNY product (in the flavours of Milk, Dark, Hazelnut or White) from a Participating Store (as defined in clause 8) (**Qualifying Purchase**);
  - (b) choose one (1) x message ribbon for each 200g or 100g LINDT GOLD BUNNY product to be purchased. There are 3 Message Ribbon designs available. The different Message Ribbons state "Just for You", "I Love You", "Happy Easter" (**Message Ribbon**); and
  - (c) scan both the LINDT GOLD BUNNY 200g or 100g product and Message Ribbon in the same transaction at the register in the Participating Store (in accordance with these Terms),  
  
(**Store Redemption**).
5. For each LINDT GOLD BUNNY 100g or 200g product the claimant can choose one (1) x Message Ribbon. For example, if the Qualifying Purchase is for three (3) LINDT GOLD BUNNY products, the Eligible Claimant will be able to redeem three (3) Message Ribbons at the time of purchase. The claimant has no right to demand a specific design and can only choose from the Message Ribbon designs available in the same store location that the LINDT GOLD BUNNY 100g or 200g product has been purchased in. Message Ribbons cannot be redeemed across stores and need to be collected on the same day of purchase and in the same store location the LINDT GOLD BUNNY 100g or 200g product is purchased in.
6. Each Message Ribbon is valued at \$2.00 (incl. GST), but Message Ribbons are not available for individual purchase. Message Ribbons can only be redeemed with a Qualifying Purchase, and are free of charge when doing so.
7. The total number of Message Ribbons available during the Promotion Period (as defined in clause 9) is 9,200. The total value of the Promotion is up to \$18,400 (incl. GST).

### **STORE REDEMPTION**

8. Store Redemption is only available at selected The Warehouse stores with locations in Northland, Auckland, Waikato, Bay of Plenty, Gisborne, Hawke's Bay, Taranaki, Manawatu-Whanganui, Wellington, Tasman, Nelson, Marlborough, West Coast, Canterbury, Otago and Southland in New Zealand. For exact locations see [www.lindt.com.au](http://www.lindt.com.au) (**Participating Stores**). The promoter is not liable for any store closures due to the Covid-19 pandemic.
9. The Promotion commences on 08:00am Monday 1<sup>st</sup> January and will close whichever is the earlier of:
  - a. 11:59pm on Sunday 31<sup>st</sup> March 2024; or  
  
once the 9,200 Message Ribbons available have been redeemed in accordance with these Terms, (the **Promotion Period**).

10. If the LINDT GOLD BUNNY 100g or 200g products sell out in any of the Participating Stores then the Message Ribbons cannot be claimed at that store, unless the stock of LINDT GOLD BUNNY 100g or 200g products are restocked during the Promotion Period.

## **GENERAL**

11. The "General" Terms in paragraphs 11 to 20 of these Terms apply during the Promotion Period.
12. The Promoter accepts no responsibility for any unavailability of Message Ribbons at Participating Stores. Store Redemptions will be deemed to be accepted at the time of purchase. No responsibility will be taken for lost, late or misdirected redemptions. The Promoter is not responsible for technical difficulties with the redemption mechanisms or process and does not warrant that the redemption mechanisms will be available at all times.
13. Any claimant who, in the opinion of the Promoter, tampers or interferes with the redemption mechanisms in any way, or who does not properly comply with the redemption process, will be ineligible to redeem the Message Ribbons.
14. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
15. The Promoter accepts no responsibility for any variation in the value of Message Ribbons, or for any tax liabilities that may arise from participating in the Promotion.
16. Message Ribbons are not transferable and cannot be exchanged as cash or any other item.
17. The Promoter's decision is final on all matters and no correspondence will be entered into. If for any reason a claimant does not take a Message Ribbon when making a Qualifying Purchase, then they will forfeit their right to this gift.
18. 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, stay at home orders due to the Covid-19 pandemic, or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.
20. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury, which is suffered or sustained, in connection with this Promotion or as a result of accepting or using the Message Ribbons, except for any liability which cannot be excluded by law.