

**“UNILEVER FOOD SOLUTIONS – GILMOUR’S NZ – WIN A VESPA”
PROMOTION**

TERMS AND CONDITIONS

1. Information on how to enter the “Unilever Food Solutions – Gilmour’s – Win a Vespa promotion” (**the Promotion**); claim any prize; the prize, form part of these terms and conditions (**the Terms & Conditions**). Participating in the Promotion by any means (including but not limited to) by entering or attempting to enter; claiming or attempting to claim any prize, is deemed acceptance of the Terms & Conditions.
2. The promoter is Unilever New Zealand Limited, L 4, 103 Carlton Gore Road, Newmarket Auckland, 1023 New Zealand (**Promoter**).
3. Entry is open to NZ business customers (aged 18 or over if a sole trader) of Gilmour’s Wholesale Limited (**Gilmour’s**) who are involved in the end-user food service industry (i.e. a business or organisation that serves food to the general public either at a restaurant, café, hotel, club, pub, hospital or education facility, or business or organisations of a similar kind), excluding the Promoter’s resellers, wholesalers, suppliers, contract customers, contract caterers or operators with exclusive supply agreements, government and statutory bodies, and agencies associated with this Promotion.
4. Directors, management and employees (and their immediate family members) of the Promoter, Gilmour’s and their related companies and agencies associated with the conduct of the Promotion are ineligible. “Immediate family members” 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.
5. Promotion commences at 12:01 am NZT on 11/11/2024 and closes at 11:59 pm NZT on 08/12/2024 (**Promotional Period**). All times and dates specified throughout these Terms and Conditions will be NZ local time (NZT).
6. To enter, an authorised representative on behalf of the Gilmour’s customer must, during the Promotional Period, (a) purchase from Gilmour’s a minimum of one (1) unit of Knorr Pronto Napoli 4.5 kg, either online or instore, in accordance with Gilmour’s standard purchase requirements and terms of business (**Qualifying Transaction**); (b) visit <https://www.unileverfoodsolutions.co.nz/gilmours-knorr-napoli.html>

(**Website**); (c) follow the prompts and include all requested information; and (d) upload a copy of the original invoice/receipt.

7. Limit 1 entry in the draw per Qualifying Transaction, based on the copy of the unique invoice/receipt submitted by the authorised representative on behalf of the Gilmour's customer (i.e. the purchase of one (1) unit of Knorr Pronto Napoli 4.5 kg = 1 entry). Each entry must be submitted separately and contain a unique copy of the original invoice/receipt. If the unique invoice/receipt submitted records: (a) 2 Qualifying Transactions (i.e. the purchase of two (2) units of Knorr Pronto Napoli 4.5 kg), the entrant will receive 2 entries; (b) 3 Qualifying Transactions, the entrant will receive 3 entries, and so on (i.e. entrants can receive multiple entries according to the number of Qualifying Transactions recorded via the Gilmour's copy of the invoice/receipt submitted). Entrants must retain original proof of purchase (i.e. invoice/receipt) for verification purposes. Failure to provide proof of purchase in accordance with the Promoter's request may deem the entrant ineligible and forfeit any right to a prize.
8. All entries must be received by the Promoter during the Promotional Period. The Promoter will use the information supplied by Gilmour's and takes no responsibility if the information supplied is inaccurate, incomplete, illegible or indecipherable.
9. The Promoter reserves the right, at any time, to verify the validity of entries, entrants and prize recipients (including (as applicable) an entrant's, prize recipient's identity, age and place of employment) and reserves the right, in its sole discretion, to disqualify any individual, prize recipient, or entrant whom the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion, or otherwise than in accordance with the spirit 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 compensation from such an offender are reserved. Errors and omissions may be accepted by the Promoter in its absolute discretion.
10. If there is a dispute about the identity of an entrant or prize recipient, the Promoter reserves the right, in its sole discretion, to determine the entrant's identity.

Draw prize(s)

11. The draw will take place at Incremental Marketing, Suite 203, 12 Century Cct, Norwest NSW 2153 at 4pm AEDST on 16/12/2024. The winner will be notified by email within five (5) business days of the draw.
12. The valid entry drawn will win the prize of a Vespa Primavera 50 Scooter valued at up to NZ\$7,538.00, including on-road costs and 6 months of registration and delivery to the winner's nearest Vespa dealer in a major city from Auckland, if required. The prize will be delivered to a Vespa dealer in the winner's nearest major city (as determined by the Promoter) for pick-up by the winner or prize recipient. The prize will be awarded to the winning business, which must nominate an employee/director to receive the prize (**prize recipient**). The person who gets the prize takes it subject to the same terms and conditions as if they are the winning business. The winner and prize recipient must sign a legal release and indemnity in a form determined by the Promoter. The Promoter strongly recommends the prize recipient wear all required safety gear, including a helmet, in accordance with government rules and policies.

General

13. The total prize pool value is up to NZ\$7,538.00.
14. Any unclaimed prize will be awarded via the unclaimed prize draw. The unclaimed prize draw, if required, will take place at the same time and place as the original draw on 18/2/2025. The winner, if any, will be notified by email within five (5) business days of the draw.
15. The Promoter's decision is final, and no correspondence will be entered into.
16. The prize, including any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless permitted otherwise by the Promoter in its absolute discretion.
17. If the prize (or any part of a prize) is unavailable, the Promoter reserves the right to exchange the prize (or part thereof) with a prize of equivalent value and specification.
18. Before receiving any prize, the winner and/or prize recipient must take part in selected promotional activities, including a photo at the winning establishment and interview(s). Failure to comply with this requirement may result in the winner and prize recipient forfeiting the prize. The winner and prize recipient consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same), in any media, for an unlimited period and without remuneration,

to promote this Promotion (including any outcome), and promote any products manufactured, distributed and/or supplied by the Promoter. The Promoter will own any intellectual property rights to the materials produced.

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 prize recipient; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
20. Any cost associated with entering the Promotion or accessing the website is the entrant's responsibility.
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, unless it is legal to do so (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Gilmour's (including their respective officers, employees and agents) exclude 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.
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Gilmour's (including their respective officers, employees and agents) exclude 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, entrant or prize recipient; or (f) the prize.
23. The Promoter may collect personal information to conduct the Promotion and may for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian or NZ regulatory

authorities. Entry is conditional on individuals providing their personal information. The Promoter will collect, store, use and disclose personal information as set out in its privacy policy, which can be viewed at <https://www.unilevernotices.com/privacy-notices/new-zealand-english.html> (**Privacy Policy**). In addition to any use outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning individuals. The Privacy Policy also contains information about how individuals may opt out, access, update or correct their personal information, how individuals may complain about a breach of the NZ privacy laws or any other applicable law and how those complaints will be dealt with. The Promoter, in accordance with its Privacy Policy, may disclose personal information overseas, including Australia and the UK. All entries and prize claims become the property of the Promoter.