

## TERMS AND CONDITIONS

Bi-Annual Prize Draw: H2 2026 – H1 2027

Your entry into Tonic Media Network: Tonic TV Bi-Annual Prize Draw: H2 2026 – H1 2027 (the Competition) is deemed acceptance of the following Terms and Conditions. Information on how to enter the Competition and the Prize(s) form part of these Terms and Conditions.

### Who Can Enter

1. The Competition is open to New Zealand residents aged 18 years and over.
2. Employees and immediate families of Tonic Media Network (the Promoter) and associated agencies are not eligible to enter the Competition. Immediate family includes spouse, partner, de facto partner, child or step-child (including by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. By entering the Competition, you warrant that you meet the entry requirement and accept all conditions detailed in these Terms and Conditions.
4. The Promoter reserves the right, in its sole discretion, to disqualify any individual deemed by the Promoter to be ineligible to enter the Competition, who has breached any of these Terms and Conditions or who has engaged in unlawful or improper misconduct compromising the fair and just running of the Competition.
5. The Promoter reserves the right to verify the validity of any entry or individual entering the Competition at any time.
6. Unless otherwise stated in these Terms and Conditions, you are not required to purchase any goods or products from the Promoter in order to enter the Competition. Purchasing goods or products will not increase your chances of winning.

### How to Enter

7. The Competition commences on Tuesday, 1 September 2026 at 9:00 AM NZST/NZDT and closes on Wednesday, 30 June 2027 at 6:00 PM NZST/NZDT (the Competition Period).
8. Entries must be received within the Competition Period.
9. To enter the Competition, eligible individuals must:
10. Scan the QR Code on screens in waiting rooms.
11. Complete the survey and then enter their name, email and phone number.
12. Multiple entries are permitted.
13. Late, incomplete, indecipherable, discriminatory or otherwise offensive entries will be deemed invalid and may be disqualified.

### The Prize

14. The prize (the Prize) comprises: One (1) x \$1,000 NZD Prezzy gift card.
15. The total Prize pool is valued at \$1,000 NZD. The Prize, or any portion of the Prize, is not transferrable or exchangeable and cannot be redeemed for cash, unless otherwise stated or agreed by the Promoter. No compensation will be offered if the winner is unable to accept the Prize as stated.
16. Additional costs and any other ancillary costs resulting from acceptance of the Prize that are not stated as inclusions are not included as part of the Prize and are the responsibility of the winner.
17. The Prize is subject to availability at the time of redemption. The Promoter reserves the right to substitute any portion of the Prize for an alternative of equal or greater value.
18. The Prize must be redeemed within 6 (six) months of the draw date.

### The Prize Draw and Judging Process

19. The Prize draw will be conducted electronically by the Promoter using a computer-generated, random selection process on Wednesday, 14 July 2027 at 9:30 AM NZST/NZDT (The Draw Date).

20. The first valid entry to be drawn by computer-generated, random selection will be deemed the winners of the Competition (the Prize Winner).
21. The odds of winning the prize will depend on the number of eligible entries submitted.
22. The Prize Winner will be notified via email and/or telephone within 24 hours of the Draw Date. Upon acceptance of the Prize, the Prize Winner's name may be published on the Promoter's website at <https://www.tonicmedia.co.nz/> and may be published on the Promoter's social media profiles.
23. The Prize must be claimed by the Prize Winner within 14 days of being notified.
24. If the Prize Winner does not claim their Prize within 14 days of the Draw Date, the Prize will be forfeited and a redraw will be conducted electronically by the Promoter using a computer-generated, random selection process on Wednesday, 28 July 2027 at 9:30 AM NZST/NZDT to determine a valid Prize Winner. The new Prize Winner will be notified within two (2) days of the date of the redraw.
25. The Promoter's decision is final and no correspondence will be entered into.
26. Please note that third parties may also have terms and conditions that apply to the Prize. Prize Winners must review and agree to any terms and conditions provided by the third parties in order to redeem or participate in the Prize.

### **Liability and Release**

27. Your entry into the Competition confirms that you own all necessary rights to provide the intellectual property constituting your entry.
28. As a condition of entering the Competition, you hereby grant the Promoter, the supplier and their affiliates irrevocable, royalty-free rights to reproduce, modify and republish any material created as a result of entry into the Competition, including but not limited to your competition entry, photographs, sound recordings and video recordings and acknowledge you will not be entitled to any fee for such use.
29. To the extent permitted by law, the Promoter excludes all liability for any loss, damage or injury suffered by any entrant or Prize Winner in connection with the Competition or the Prize, except for any liability which cannot be excluded by law (including under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986).
30. 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, as well as any other implied warranties under the Fair Trading Act 1986 or similar consumer protection laws in New Zealand.

### **Personal Information**

31. Any personal information submitted to the Promoters will be held in accordance with the Privacy Act 2020 (NZ). The Promoter may disclose personal information of entrants to suppliers and affiliates in order to administer or otherwise run the Competition.
32. Personal information collected during the Competition Period may be used for direct marketing purposes. You have the right to request access to, or correction of, your personal information held by the Promoter.
33. All personal information will be handled in accordance with the Promoter's Privacy Policy available here <https://www.tonicmedia.co.nz/>.

### **Promoter Information**

34. The Promoter is Tonic Health Media (NZBN 9429052546570) of C/- Hall Chadwick Limited, Level 1, 187 Queen Street, Auckland 1010, New Zealand. You can contact us by email: [kat.orlowski@tonicmedia.co.nz](mailto:kat.orlowski@tonicmedia.co.nz).