

NEFF #VirtualRecipeChallenge



COOKING PASSION SINCE 1877

CONDITIONS OF PARTICIPATION AND ENTRY

Valid 30 May 2022 to 19 June 2022

1. Below are the Conditions of Participation and Entry for the NEFF #VirtualRecipeChallenge (**Promotion**) including eligibility, age limits, exclusions and the details of how to enter the Promotion.

2. Information on how to enter and the Prizes form part of these Conditions. Participation in this Promotion constitutes acceptance of these Conditions.

3. The Promoter means BSH Home Appliances Ltd (NZBN 9429035347989) of Level 3, Air New Zealand Building, Smales Farm, 74 Taharoto Rd, Takapuna, Auckland, 0622, telephone 09 477 3522 (**Promoter**).

4. **Eligibility:** Entry is only open to New Zealand residents with a residential address in New Zealand, aged 18 years or over (**Eligible Entrant**). 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.

5. **Promotional Period** means the period commencing 30 May 2022 until 19 June 2022 inclusive.

6. **Entry:** To enter, Eligible Entrants must, during the Promotional Period:

- a) register for the Promotion at the following link: <https://www.neff.co.nz/promotions/masterchef> between 30 May 2022 and 15 June 2022 inclusive;
- b) using the NEFF Virtual Recipe Challenge email sent to Eligible Entrants at approximately 7:30 pm on 17 June 2022 (Email), create a recipe using a minimum of two of the ten ingredients listed in the Email; and
- c) submit their recipe(s) (including recipe name, ingredients and method) and any other required details by 7:30 pm on 19 June 2022 by clicking the "submission" button in the Email and following the prompts.

7. A maximum of three entries are permitted per Eligible Entrant, subject to the following:

- a) each entry must be submitted separately and in accordance with these Conditions; and
- b) only one entry per Eligible Entrant will be eligible to receive a Prize Pack.

8. **Prize** means either:

- a) Major Prize; and / or
- b) Prize Pack (see condition 14 for more information).

9. **Nature of the Promotion:** One Eligible Entrant will be selected by a judging panel as the Major Prize winner, having regard to the skill, creativity and originality of their recipe(s) at the Promoter's premises between 20 June 2022 and 22 June 2022.

10. The judging panel of the Major Prize will consist of Tim Read and representatives from the Promoter.

11. The Promoter reserves the right to alter the make-up of the judging panel if a judge becomes unavailable at any time.

12. Ten randomly drawn Eligible Entrants will receive a Prize Pack.

13. Winners will be notified by 24 June 2022 via telephone and / or e-mail using the contact details provided to the Promoter at the time of entry into the Promotion. The winner's names will be published on the Promoter's website www.neff.co.nz/promotions/masterchef, NEFF Facebook page (New Zealand) and NEFF Electronic Direct Marketing on 27 June 2022.

14. Prizes:

- a) Major Prize: one Eligible Entrant will win a cooking MasterClass, hosted by professional Chef and former MasterChef winner Tim Read.
 - i. The MasterClass will be hosted at UnserHaus in Auckland, New Zealand on 9 July 2022 at 4:00 pm.
 - ii. The Major Prize winner will be invited to bring one guest to the MasterClass.
 - iii. If the Major Prize winner resides outside of Auckland, the winner and their guest (if applicable) will be provided two domestic return economy airfares up to the value of \$1,000.00, one nights' accommodation and breakfast in a 4-star hotel

(twin-share) and four hotel / airport transfers up to the value of \$100.00 per transfer.

iv. If the Major Prize winner resides in Auckland, the winner and their guest (if applicable) will be provided one nights' accommodation and breakfast in a 4-star hotel (twin-share) and four hotel / home transfers up to the value of \$100.00 per transfer.

v. Any other elements e.g. spending money, meals, additional transport, transfers / taxis and all other ancillary costs incurred as a result of taking the Major Prize, unless specified as included, are not included and remain the responsibility of the winner;

b) Prize Pack: 10 randomly drawn Eligible Entrants will win one Prize Pack consisting of one NEFF baking stone, one NEFF tea towel and one NEFF Rimu Spatula.

i. Each Prize Pack is valued at \$439.00.

ii. Winners will receive the Prize Pack by mail.

iii. Winners must allow up to 28 business days from the date they provide their full delivery details to receive the Prize Pack.

15. The Promoter will use reasonable efforts to deliver the Prize or any portion of the Prize within the specified time frames. However, the Promoter is not responsible for delays, which are caused by events beyond the control of the Promoter.

16. If any Prize (or part of any Prize) is unavailable, for whatever reason, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) for a Prize to the equal value and / or specification, subject to any written directions from a regulatory authority. It is a condition of accepting the Prize that winners must comply with all the conditions of use of the Prize and the Promoter's requirements. Each Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated.

17. If for any reason a winner does not take / redeem a Prize (or an element of the Prize) by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited. A re-draw / re-judging for any unclaimed Prizes may take place on 27 June 2022 at the same time and place as the original draws / judging, subject to any directions from a regulatory authority. Winners, if any, will be notified via e-mail within two business days of the re-draw / re-judging and their names will be published at www.neff.co.nz/promotions/masterchef on 28 June 2022.

18. Own Work: All entrants must submit their own original recipes, which must not have been previously published in any forum worldwide. Entries that are found to have been derived from the works of a third party will be considered invalid and, if awarded a Prize, the Prize must be returned to the Promoter as applicable. Winners may be required to sign a statutory declaration regarding the originality of the entry.

19. Verification: The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence). Any misrepresentation or fraudulent information supplied by an entrant disqualifies their entry. 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.

20. Incomplete or indecipherable entries will be deemed invalid.

21. Deadline: Entries must be received by the Promoter via completion of the online entry form by 19 June 2022. Entries received after this date will not enter the Promotion. The Promoter accepts no liability for entries that are delayed.

22. Discretion: The Promoter's decision on all matters pertaining to the Promotion is final and binding and no correspondence will be entered into, except as otherwise stated in these Conditions (if at all).

23. Transferability: Prizes, or any unused portion of a Prize, are not transferable, assignable or exchangeable and cannot be taken as cash, cheque or electronic transfer.

24. Modifications: 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 Eligible Entrant; or

b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

25. Implied Guarantees: Nothing in these Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act, as well as any other non-excludable warranties under applicable consumer protection laws in New Zealand (**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.

26. Liability: 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 Conditions;
- e) any tax liability incurred by a winner or Eligible Entrant; or
- f) use of a Prize.

27. The Promoter and its agencies and companies associated with the Promotion will not be liable for any damage in transit of any Prize.

28. Privacy: The Promoter collects Personal Information (PI) in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and, as required, to New Zealand regulatory authorities. The Promoter will not otherwise disclose your personal information unless you have been informed or, you have consented or, the Promoter is otherwise permitted or, authorised to do so by law. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.neff.co.nz (follow the 'Privacy' link). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the New Zealand Privacy Principles or any other applicable laws and how those complaints will be dealt with. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of New Zealand (for a list of the countries, see the Promoter's Privacy Policy).

29. Laws: These Conditions will be governed by and construed in accordance with the laws in force in New Zealand.

30. Consent: Eligible 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.

31. Disclaimer: All intellectual property registered to or ordinarily in use by Discovery NZ Limited (Company Number: 4587159) (NZBN: 94290301049380) (**Licensor**) is used under licence from the Licensor only. No responsibility, liability, cost, or obligation which arises or has arisen out of this Promotion resides with or is attributable to the Licensor. Any views or opinions expressed by the Promoter or any of its employees, contractors or agents may not necessarily be shared by the Licensor.

32. Other: A condition (or part or parts thereof) of these Conditions will not apply where the condition is unenforceable under the law of the relevant jurisdiction under which any legal action is legitimately taken, however such conditions (or part or parts thereof) are severable and do not invalidate the remaining conditions.

33. All entries / submissions become the property of the Promoter.

34. Any cost associated with accessing the Promotional website is the Eligible Entrant's responsibility and is dependent on the internet service provider used.