

MEMPHIS MELTDOWN WIN A FORD COMPETITION TERMS AND CONDITIONS

1. These terms and conditions relate to the Memphis Meltdown Win a Ute Promotion (“**Promotion**”). Information on how to enter and prizes forms part of, and entry into the Promotion is deemed to be acceptance of, these terms and conditions.
2. The promoter is Tip Top Ice Cream Company Limited (“**Promoter**”).
3. The Promotion commences at 12:00am 01 August 2022 and closes at 11:59pm 2 October 2022 (“**Promotional Period**”). Entries received outside of the Promotional Period will not be accepted.

Conditions of Entry

4. All entrants into the Promotion must be over the age of 18 as at 1 August 2022 and a citizen or resident of New Zealand.
5. Employees (and their immediate families) of the Promoter, its related companies and any other companies associated with the Promotion are ineligible to enter.
6. If the prize winner is under 18, the prize will be issued to the prize winner’s parent or guardian.
7. You may enter as many times as you like, but you must retain a Memphis Meltdown Ice Cream wrapper for each entry.

Prizes

8. 64 prize winners will be drawn. There will be 63 DAILY CASH prize winners, and one MAIN PRIZE winner.
9. Each of the 63 CASH PRIZE winners will receive a randomly drawn amount between \$50 and \$150. There is one cash prize winner drawn DAILY from the entrants entered from the start of the promotion. If you have already won a cash prize, you will not be eligible to win another cash prize – UNLESS you have re-entered, and have a second Memphis Meltdown Ice Cream wrapper. All cash prize winners will remain in the draw for the MAIN PRIZE.

The amount of the DAILY CASH PRIZE will be told to the winner of that day via the email address supplied by the entrant.

The total cash prize pool for the promotion is \$5,000.00 NZD.

10. There will be ONE MAIN PRIZE WINNER of a 2022 Ford Ranger XL 4WD Double Cab 2.0L – RRP \$61,490.00 This includes ORC and CO2 Emission Fee.

How to enter

10. To enter, purchase any Memphis Meltdown Ice Cream (Memphis Goopy Caramel, Memphis Goopy Raspberry, Memphis Big Nuts, Memphis White Bikkie, Memphis Big Bikkie, Memphis Big

Hokey) from any participating retail store during the Promotional Period, visit us online at www.memphiswinaute.com, and click on the link to submit your details.

11. You are entitled to one entry for each Memphis Meltdown purchased during the Promotional Period. To win the MAIN PRIZE, you must retain all Memphis Meltdown Ice Cream wrappers purchased during the Promotional Period and used for entry. This proof of purchase will be requested from the MAIN PRIZE winner.

12. All entries are deemed to be received at the time of the receipt in to the Promotion database and not at the time of transmission by you.

Draw and Winner Notification

13. The MAIN PRIZE winner will be drawn at random from all entries received by the Promoter on Friday 7th October 2022 at 2:00pm, at Tip Top, 113 Carbine Rd, Mt Wellington, Auckland, and the winner will be notified by phone and/or e-mail. If the winner has not responded within one week of notification, another draw will take place at Tip Top, 113 Carbine Rd, Mt Wellington, Auckland. The winner of the MAIN PRIZE will be required to collect their prize from Auckland. If required, the winner of the MAIN PRIZE will also be provided with a one way domestic flight to Auckland to collect their prize.

14. Winners of the DAILY CASH prizes will be notified daily by email. DAILY CASH prizes will be in the form of a Prezzy Card to the value of the prize for that day. Prezzy Cards will be couriered to the winner's address that they supplied when entering. These are sent out at the end of each week during Promotional Period. Winners of the DAILY CASH prizes must claim their prize within two weeks of being notified.

15. The Promoter's decision is final and no correspondence will be entered into.

16. Prizes will be awarded to the person named in the entry to the Promotion.

General Terms

17. The Promoter reserves the right to change these terms and conditions without prior notice.

18. Prizes cannot be varied and are not transferable or redeemable for cash. In the event that a winner does not take an element of the prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner.

19. If the winner is not able to be contacted within a reasonable time period following the draw, that winner shall forfeit the prize and the Promoter may choose to draw another winner, and so on until a winner is contacted to accept the prize.

20. Unless expressly stated in these terms and conditions, all other expenses become the responsibility of the winner including licence requirements, insurance, meals, taxes, transport, and any other ancillary costs of any nature.

21. The Promoter reserves the right to request the winner to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity. In the event that

such proof is not provided by the winner or is not suitable to Tip Top, then that winner shall forfeit their rights to any prizes.

22. The Promoter reserves the right to verify the validity of entries and to disqualify any entry (including the winning entry) which, in the Promoter's opinion includes objectionable content, profanity or potentially insulting, inflammatory or defamatory statements.

23. The Promoter may disqualify any entry or individual (including any prize winner) who tampers with the entry process, submits an entry not in accordance with the terms and conditions, breaches these terms and conditions, or who has, in the opinion of the Promoter, engaged in conduct which is unlawful, improper, fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promoter or Promotion.

24. The Promoter is not responsible for any problems or technical malfunction of any web site, telephone network or lines, computer systems, servers, providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof.

25. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries.

26. If for any reason the Promotion is not capable of running as planned for reasons including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to cancel, suspend or modify the Promotion.

27. The Promoter takes no responsibility for lost, damaged, misdirected, late or illegible entries or any entries that for whatever reason, are not received by the Promoter or are incomplete.

28. The winner of any prize agrees to co-operate with all reasonable media editorial requests relating to the prize, including being interviewed, photographed or filmed. The winner permits having their name, image and/or voice appear in connection with the Promotion, the Promoter or the advertising or marketing thereof, in any media whatsoever throughout the world.

29. To the maximum extent permitted by law, the Promoter and its related companies shall not be liable for any loss, damage, or personal injury whatsoever by or to any person in connection with the Promotion or with winning or benefiting from a prize.

30. All entries become the property of the Promoter. The Promoter needs to collect personal information from entrants in order to conduct the Promotion – without this personal information the Promoter may not be able to provide you with entry into the Promotion. Unless otherwise authorized by you, your personal information will be held by the Promoter for the purposes of the Promotion and for future promotional and publicity purposes in accordance with Tip Top's privacy policy found at tiptop.co.nz/privacy-policy. The Promoter may disclose your personal information to a third party solely for the purposes of the Promotion and facilitating prize redemption. By entering this promotion, entrants consent to the use of their personal information as described above. You have the right to request access to your personal information and to request correction of any errors in it in accordance with the Privacy Act 2020. To access or request correction of your personal information please contact Customer Services on 0800 838181 or via email on hello@tiptop.co.nz.