



# THE GRAND TOUR

RACING FESTIVAL

IN PARTNERSHIP WITH  
**SEZ**

LOVE  
RACING  
NZ

## The Grand Tour – Win a Limo ride home from the Karaka Million

### TERMS AND CONDITIONS

1. The Promoter is New Zealand Thoroughbred Racing.
2. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. Entry is only open to those 18 years or over.
4. Employees (and their immediate families) of the Promoter and/or 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 1st cousin.
5. Entries into the promotion open at 8am on 21/01/2023 and closes at 7pm NZST on 21/01/2023 (“**Promotional Period**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
  - a. Tag @TheGrandTourNZ in your Instagram or Facebook post or story pre or during the event at Pukekohe Park.
  - b. Be following @TheGrandTourNZ on the platform they have entered on (Instagram or Facebook).
7. Multiple entries permitted, subject to the following:
  - a. Each entry must be submitted separately and in accordance with entry requirements.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’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 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. 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.
9. Incomplete or indecipherable entries will be deemed invalid.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The Promoter will select one winner at random on Saturday, 21st January once the competition has closed at 7pm.



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12. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner must be public and will be notified by direct message on Instagram or Facebook.
13. The Promoter's decision is final, and no correspondence will be entered into.
14. The prize includes a ride home in a limousine from Pukekohe Park for up to 10 people. There will be one drop-off point only and this must be within a 1-hour drive from Pukekohe Park (without traffic).
15. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize at/by the time stipulated by the Promoter (20 minutes after being notified by DM), then the prize will be forfeited, and the Promoter may award the prize to the next drawn entry.
16. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. 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.
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 (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
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 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.



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22. 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 Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
23. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing and publicity purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
24. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram and Facebook Rules, which can be found at <https://instagram.com/about/legal/terms> and [https://www.facebook.com/policies\\_center](https://www.facebook.com/policies_center)
25. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. Entrants understand that they are providing their information to the Promoter and not to Instagram or Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram or Facebook. Instagram or Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.