



# THE GRAND TOUR

## RACING FESTIVAL



### THE GRAND TOUR RACING FESTIVAL 'POSE WITH OUR PONY' PROMOTION | NZ POLO OPEN TERMS AND CONDITIONS

#### Promoter

1. The Promoter is New Zealand Thoroughbred Racing, 18 Dick Street, Cambridge 3434.
2. Entry into the promotion constitutes acceptance of these terms and conditions, including entry requirements and prize details.

#### Promotion Period

3. The promotion commences at 11.00am Sunday 16 February and closes at 11.59pm Sunday 16 February 2025 ("Promotional Period").

#### Eligibility

4. The promotion is open to New Zealand residents. Employees of the Promoter and any agency involved with this promotion, and the immediate families of such employees, are not eligible to enter. Immediate family includes the spouse, defacto spouse, child, parent or sibling.
5. To enter the promotion, an entrant must:
  - a) Take a photo with The Grand Tour Horse sideline at the NZ Polo Open;
  - b) Post it to their Instagram feed or story; and
  - c) Follow and tag @TheGrandTourNZ, during the Promotional Period.
6. Incomplete entries will be invalid.
7. The winner will be drawn by the Promoter on Monday 17 February 2025 and be notified by direct message on Instagram.

#### Prize

8. The prize is four tickets to The Enclosure at Barfoot & Thompson Champions Day, 8 March, taking place at Ellerslie Racecourse.
9. In the event that the winner does not accept or take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited, and the Promoter will draw a new winner.



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10. Neither the Promoter nor any other entity associated with this promotion will be responsible for any late, lost, misdirected, corrupted, incomplete or incorrect entries, including but not limited to entries not being made validly during the Promotional Period due to technical problems or human error. The time entries are deemed to be made will be the time when the Promoter can see that the entrant has followed and tagged @TheGrandTourNZ after posting their photo on their Instagram feed or story.
11. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
12. The Promoter may share information about entrants, including their name and contact details, with other persons or entities that assist in running the promotion.
13. The Promoter reserves the right, at any time, to verify the validity of entries and determine the eligibility of entrants (including an entrant's identity) and to disqualify an entry or refuse to award a prize where false or misleading details have been given by an entrant, or an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
14. By entering this promotion, entrants agree to the use of their name, photographs, and likeness for promotional/advertising purposes without charge, and agree to make themselves reasonably available for this purpose. Copyright in all materials will rest with the Promoter, without any claim to compensation from entrants.
15. The prize will be presented at a time and place arranged by the Promoter. The Promoter may, in its discretion, arrange to deliver the prize to an address in New Zealand nominated for that purpose by the winner.
16. Entrants acknowledge and agree that they will comply with all instructions of employees of the Promoter and other agencies associated with this promotion and agree not to do anything that may bring the Promoter into disrepute.
17. Entrants agree that as a condition of receiving the prize, they may be required to execute a waiver and indemnity in the form provided by the Promoter.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. All decisions made by the Promoter, its employees or agents regarding the promotion are final and no correspondence will be entered into.
20. The Promoter may amend, suspend or cancel any aspect of the promotion at any time at its sole discretion.



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### Liability

21. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), 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 or an entrant's participation in it, including, but not limited to, where attributable to any of the following: (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 notification by the Promoter being late, lost, altered, damaged or misdirected; (d) any variation in the prize; (e) any tax liability incurred by a claimant or entrant.
22. As a condition of participating in the promotion, entrants indemnify the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with the promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which they may incur arising out of their participation in the promotion and/or any travel and tour associated with it, howsoever caused.

### Privacy

23. The Promoter will collect and hold personal information provided by entrants for the purposes of this promotion as set out in these terms and conditions, and to advise entrants of the details of further promotions by mail, email or texts. Entrants will always be given the right to opt out of receiving further communication from the Promoter. Failure to provide requested personal information may disqualify a person from entering the promotion. All personal information provided by entrants will be held by the Promoter at the address specified below. Under the Privacy Act 2020, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email to [marketing@nztr.co.nz](mailto:marketing@nztr.co.nz).