

**“Motatapu Start Line Experience Prize”  
Terms and Conditions.**

Details:

- This competition involves a draw of a free one-way helicopter ride from Arrowtown to the Glendhu Bay start line on 4 March 2017 for three people worth \$2205, an Avanti Competitor S Plus 2 mountain bike worth \$3599.99, \$500 worth of Macpac merchandise and 1 x bottle of Gibbston Valley official Motatapu wine. Total prize value approx. \$6344.99NZD
- The Competition is conducted by IRONMAN New Zealand (NZBN: 9429034266335) (the “Promoter”).

Eligibility Criteria:

- Athletes must be over the age of 18 years of age as of 31/12/2017 to enter into this Competition.
- Employees of the Promoter, immediate family members of employees of the Promoter, employees of affiliated partner companies of the Promoter, shareholders of the Promoter, and professional athletes are ineligible to enter.
- Entrants into this Competition must comply fully with the requirements of these Terms and Conditions.
- Unless these Terms and Conditions are, in the sole discretion of the Promoter, satisfied fully by an entrant, that entrant will not be eligible to participate in the draw for this Competition.

Agreement to Terms and Conditions

- By participating in the Competition, entrant represents and warrants that he/she has read and understood, and fully and unconditionally agrees to and accepts, these Terms and Conditions and that the decisions of the Promoter are final and binding in all matters related to the Competition, and no correspondence will be entered into. Winning any prize is contingent upon fulfilling all requirements set forth herein.

Entry:

- The Competition commences on Wednesday 7<sup>th</sup> December 2016 at 10:00am NZT and entries close on Friday 10<sup>th</sup> February 2017 at 11:59pm NZT (the “Promotional Period”).
- To enter the Competition:
  - Entrants must be entered in the Macpac Motatapu event prior to Friday 10<sup>th</sup> February 2017.
  - Current entries automatically go in to the draw to win.

Prizes and Winning:

- The random prize draw will take place at 10:00 am on Monday 13<sup>th</sup> February 2017 at the Promoter’s office located at level 1, 401 Tamaki Drive, St Helier’s, Auckland.
- There will be one (1) Winner drawn (the “Winner”) and the Winner will receive:
  - A one-way Helicopter ride from Arrowtown to the Glendhu Bay start line on 4 March 2017 for themselves plus two friends.
  - One Avanti Competitor S Plus 2 mountain bike
  - \$500 worth of Macpac Motatapu branded merchandise

- A bottle of Gibbston Valley Motatapu Wine  
(Collectively, the "Prize").

- If the weather is not suitable for flying, the prize will be transferred to a 30-minute scenic flight the next day.
- If the prize is won by a Miners Trail or Ultra Run participant, the prize will be transferred to a 30-minute scenic flight.
- The Helicopter will depart Arrowtown at 7.30am on Saturday 4 March 2016.
- The Promoter will use an approved method of drawing the Winner.

#### Prize Conditions:

- Winner will be notified by email within five business days of the draw.
- If there are any unclaimed Prizes as at 10:00 am on 20<sup>th</sup> February 2017, the Prizes will be deemed unclaimed and will be reallocated to the ownership of the Promoter.

#### Additional Terms and Conditions:

- The Prizes are strictly non-refundable and non-transferrable in any circumstances.
- Prizes are not redeemable for cash.
- If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prize to the prize winners, the Promoter may, in its discretion, cancel the Competition and may recommence it at another time under the same or various conditions.
- If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Competition; provided that if it is not possible to award another entry due to discontinuance of the Competition for any reason, the Promoter, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered.

#### General Conditions

- The Promoter respects entrant's personal information (PI). All PI collected by the Promoter will be dealt with under the Promoter's privacy policy. PI is collected to enable the Promoter to administer and promote this Competition and the winners. The Promoter may also use PI collected for future promotional, marketing and publicity purposes. Any person is entitled to contact the Promoter and request access to any PI the Promoter holds about them, at any time. If an entrant does not truthfully provide all the requested PI on the Competition entry form or subsequently in accordance with these Terms and Conditions they may not be eligible to enter this Competition or win any prize.
- Except where prohibited, by participating in the Competition, entrants agree to release, indemnify, defend, and hold harmless the Promoter and its related companies, parents, subsidiaries, affiliates, event hosts, sponsors, and their respective agents and agencies, and their respective officers, directors, employees, shareholders, members, and agents (the "Released Parties") from and against any and all claims, actions, losses, injuries, damages, expenses, fees,

taxes, assessments, judgments, or causes of action arising out of or in connection with participation in the Competition or receipt or use or misuse of any prize, including, but not limited to: (1) unauthorized intervention in the Competition; (2) any technical error related to computers, servers, providers, or telephone or network lines; (3) printing errors; (4) any error in the administration of the Competition or the processing of entries; (5) any late, lost, or undeliverable entry; or (6) injury or damage to, or taxes related to, any person or property, or the death of any person, that may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Competition or receipt or use or misuse of any part of any prize by any person.

- Except where prohibited by law, participation in the Competition constitutes entrant's consent for the Promoter and the Promoter's designees to use entrant's entry, name, voice, likeness, statements, photographs, audiovisual recordings, opinions, biographical information, and state of residence for purpose of advertising the Competition, any subsequent drawing, sweepstakes, contest, or other promotion by the Promoter, any event owned or licensed by the Promoter or for any promotional, marketing, or publicity purposes, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.
- In the event that the operation, security, or administration of the Competition is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Promoter may, in its sole discretion, either: (1) suspend or modify the Competition to address the impairment and resume the Competition in a manner that best conforms to the spirit of these Terms and Conditions; and/or (2) award the prize in a random drawing from among all eligible entries that have registered up to the time of the impairment. The Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Terms and Conditions, or in an improper manner. Any attempt by any person to undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, if such an attempt is made, the Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. The Promoter's failure to enforce any provision or aspect of these Terms and Conditions shall not constitute a waiver thereof.
- Entrant agrees that in any cause of action, the Released Parties' liability for any and all claims, judgments, and awards will be limited to the reasonable out-of-pocket expenses actually paid for by the entrant that are directly related to entering and participating in this Competition (which, for the avoidance of doubt, excludes, for example, telephone expenses and Internet access), and in no event shall any of the Released Parties be liable for attorney's fees.
- TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT WAIVES THE RIGHT TO CLAIM ANY INJURY, DAMAGES, EXPENSES, OR LOSSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, DAMAGE TO PROPERTY OR PERSON, OR ANY LOSS OF DATA, LOST PROFITS OR INCOME, OR LOSS OF CONSORTIUM, OR CLAIMS BY THIRD PARTIES, AND THE ENTRANT FURTHER WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MIGHT NOT APPLY TO AN INDIVIDUAL ENTRANT. WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING: NONE OF THE RELEASED PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PROMOTIONAL WEB SITE AND NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. NONE OF THE RELEASED PARTIES IS RESPONSIBLE FOR LOST, LATE, INCOMPLETE, ILLEGIBLE, INACCURATE, DELAYED, GARBLED, DAMAGED, STOLEN

OR MISDIRECTED ENTRIES, OR PROBLEMS OF ANY KIND RELATED THERETO, WHETHER OF MECHANICAL, HUMAN, OR ELECTRONIC CAUSE OR ORIGIN. ENTRANTS AGREE THAT NONE OF THE RELEASED PARTIES HAS MADE OR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE COMPETITION OR PRIZE.

- All issues and questions concerning the construction, validity, interpretation, or enforceability of these Terms and Conditions, or the rights and obligations of the entrant and the Promoter in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of Australia nominated by the Promoter, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction. Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded or not awarded shall be resolved solely individually, without resort to any form of class action, and exclusively by the appropriate court located in the capital city of such State.