

Chartwell 'Retail Fatigue Recovery Centre'

Ultimate Recovery Giveaway

Terms and Conditions

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the **Retail Fatigue Recovery Centre 'Scan to Win'** promotion ("**Promotion**") is deemed acceptance of these terms and conditions.
2. The Promotion is open to New Zealand residents 16 years and over. Employees of the Promoter and any agency involved with this Promotion, including any tenants or retailers and the spouse, defacto spouse, parent, child, or sibling (whether natural or by adoption) of any such excluded tenant or retailer at Chartwell Shopping Centre are prohibited from participating in the Promotion.
3. The Promotion commences at 9.00am on Wednesday 2 September and ends on Sunday 6 September 2026 at 5pm ("**Promotion Period**").
4. To enter the Promotion, during the Promotion Period an entrant must:
 - (a) Complete an entry form (first and last name, email address, phone number, and why you need a dose of recovery), either online or at the retail fatigue activation site in centre.
 - (b) Be an existing Chartwell VIP or sign up to become a Chartwell VIP.
5. Entrants may submit **one entry per day** (total of five entries across the Promotion Period), however, all entries via the QR code on the retail fatigue activation site in-centre will receive a bonus entry (total of five bonus entries available). Any duplicate entries will be immediately disqualified from the draw.

Prize

6. There are 2 x \$500 Chartwell Gift Cards to be won, with a total prize pool of \$1,000 Chartwell Gift Cards ('Prize') available.
7. There will be 2 winners in total. The winners will be drawn on Monday 7 September 2026. The winner will be notified by the contact details provided on the entry form. The prize winner will be randomly selected from all valid entries.
8. When a prize winner is chosen, they will be required to claim the Prize by collecting from the Customer Services Desk at Chartwell Shopping Centre. Proof of identity will be required to claim the Prize. The Prize is not transferable, negotiable, and non-refundable. The Prize may only be claimed by the prize winner.
9. If the prize winner cannot be contacted, they decline the Prize or do not collect their Prize within 14 days, that Prize is immediately forfeited, and no compensation will be payable. The Centre reserves the right to redraw the winner of that Prize.
10. Once awarded, the Promoter is not liable for any prize that has been lost, stolen, forged, damaged or tampered with in anyway.
11. Neither the Promoter nor any other entity associated with this Promotion will be responsible for any late, lost, misdirected, corrupted, incomplete or incorrectly submitted entries, including but not limited to entries not received due to technical problems or human error.
12. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.

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 age) and to disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant, or where 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 names, photographs, and likeness for promotional/advertising purposes without charge and agree to make themselves reasonably available for this purpose. The ensuing copyright will rest with the Promoter, without any claim to compensation from the entrants.
15. Entrants acknowledge and agree that they will comply with all instructions given by employees of the Promoter and other agencies associated with this Promotion and agree not to do anything that may bring the Promoter into disrepute.
16. Entrants agree that as a condition of receiving a prize, they may be required to execute a waiver and indemnity in the form provided by the Promoter.
17. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
18. All decisions made by the Promoter, its employees or agents are final, and no correspondence will be entered into.
19. The Promoter may amend, suspend, or cancel any aspect of the Promotion (including any prize) at any time at its sole discretion.
20. 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, 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, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected; (d) any variation in the prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a prize.
21. 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 an entrant may incur arising out of their participation in the Promotion and/or using the gift, howsoever caused.
22. The Promoter collects and holds personal information provided by entrants for the purposes of this Promotion (including to facilitate prize selection and the provision of the prize through, where applicable, third party agents), and to advise details of further promotions by mail, email, or text. Failure to provide requested personal information may disqualify a person from being able to receive a prize. All personal information provided by entrants will be held by the Promoter, which is located at the address specified in clause 32 below. Under the Privacy Act 2020, entrants have the right to request access to and correction of any such personal information. Entrants may request access to and request correction of any of the details about them held by the Promoter by sending an email to hello@chartwellshopping.co.nz.
23. The Promoter is Chartwell Shopping Centre, 201 Hukanui Road, Chartwell, Hamilton, New Zealand.