



**Komatsu New Zealand, a branch  
of Komatsu Australia Pty Ltd**

ABN 71143476626

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**Komatsu New Zealand – “Register and Win – Win 1 of 10 Komatsu Merchandise Packs”  
(Promotion)  
Terms and Conditions**

Information on how to enter the Promotion and the Prize forms part of these Terms and Conditions. Entries not made in accordance with these Terms and Conditions may be disqualified. Participation in this Promotion is deemed to be an implied acceptance of these Terms and Conditions. Capitalised terms have the meanings given in these Terms and Conditions unless otherwise provided or the context otherwise requires.

**Section 1: Promotion**

- (1) Promotion: The Prize is to win one (1) Komatsu Merchandise Pack which includes 1 x Komatsu BLK/GRY winter jacket, 1 x Komatsu Cooler bag and 1 x Black Flex fit Cap (**Komatsu Merchandise Pack**) (RRP: NZD\$158.71) (**Prize**). There is a total of ten (10) Komatsu Merchandise Packs to be won.
- (2) Promoter: Komatsu New Zealand (NZBN 9429031514217) (a branch of Komatsu Australia Pty Ltd ABN 71 143 476 626) of 19 Offenhauser Drive, East Tamaki, Auckland New Zealand (**Komatsu**). Phone number: (64) 9920 5300.
- (3) Promotion Period: Applies to purchases made between 1 June 2020 to 31 July 2020.

**Section 2: Eligibility**

- (4) Eligibility: The Promotion is only open to Eligible Entrants. An “Eligible Entrant”:
  - (i) must be a new customer who does not have a myKomatsu account as at 31 May 2020;
  - (ii) must create a myKomatsu online account during the Promotion Period;
  - (iii) must comply with the entry requirement in clause 8 below; and
  - (iv) is not otherwise ineligible under clauses 5, 6 or 7 below.
- (5) Non-Eligibility: Individuals are not eligible to enter the Promotion or win the Prize if they are a director, manager or employee of Komatsu, or an agency of Komatsu directly associated with the Promotion, or if they are an immediate family member of such director, manager or employee.

- (6) Incorrect Contact Details: In addition to any other eligibility requirement in these Terms and Conditions, if any contact details provided to a Komatsu are incorrect, Komatsu reserves the right, in its sole and absolute discretion, to determine the identity of the Eligible Entrant.
- (7) Verification: Komatsu reserves the right, at any time, to verify the validity of entries and the validity of entrants to qualify as Eligible Entrants (including the right to confirm and verify an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at Komatsu's discretion. Failure by Komatsu to enforce any of its rights at any stage does not constitute a waiver of those rights.

### **Section 3: Entry to the Promotion**

- (8) Receive one (1) entry into the draw when you:
- (i) create a myKomatsu online account and transact at <https://my.komatsu.co.nz/> with a minimum of \$50 (excluding GST and delivery) in a single transaction and;
  - (ii) complete the redemption form during the Promotion Period to be an Eligible Entrant in the Promotion (**Eligible Transaction**).
- (9) All Eligible Entrants will receive one (1) entry for each purchase.
- (10) Limit of one (1) entry permitted per Eligible Transaction during the Offer Period; and multiple entries permitted during the Offer Period per entrant. Each entry must be submitted in a separate Eligible Transaction and in accordance with the entry instructions above.

### **Section 4: Draw**

- (11) Draw: There are ten (10) Prizes to be won. Subject to clause 14, the first ten (10) valid entries drawn will win the Prize. The winners will be selected using a random name generator on 3 August 2020 AEDT at 50-60 Fairfield Street, Fairfield East, NSW, 2165, Australia.

### **Section 5: Prize**

- (12) Prize: The Prize is to win one (1) Komatsu Merchandise Pack (RRP: NZD\$158.71 excluding GST and delivery). There is a total of ten (10) Komatsu Merchandise Packs to be won (total prize pool RRP Value: NZD\$1,587.10 excluding GST and delivery).
- (13) Prize Value: The Prize is valued at NZD\$158.71 (excluding GST and delivery). Komatsu takes no responsibility for any variation in the Prize value.
- (14) Prize Conditions: The Prize is subject to the following conditions:
- (a) No exchange of Prize: The Prize cannot be exchanged or redeemed for cash. Acceptance of the Prize is subject to, and conditional on, the Prize winner or their approved nominee being able to lawfully accept the Prize. If for any reason, the Prize winner cannot accept the Prize, then the Prize may be forfeited and no compensation will be paid in lieu.
  - (b) Ancillary Costs: Unless specified, ancillary costs are not included in the Prize and are the responsibility of the Prize winner.

- (c) Taxes: If the Prize or receipt of it incurs a tax liability, the Prize winner is liable for payment of such tax.

## **Section 6: Prize Winner**

- (15) Contact: The winners of the Prize may be announced publicly (and their details published) on 4 August 2020 via the Komatsu New Zealand website and the Komatsu New Zealand Facebook page. The individual winners will be notified by email within two (2) business days of the draw, the Prize will then be posted to the winners nominated address.
- (16) Claim of Prize: In the event of an unclaimed prize, the prize will be redrawn on 10 August 2020 at 50-60 Fairfield Street, Fairfield East, NSW, 2165, Australia. The winners of the redraw will be notified by email within two (2) business days of the redraw.
- (17) Winner Publicity: In accepting the Prize, the Prize winner agrees to participate in any publicity arrangements made by or on the behalf of Komatsu. The Prize winner further acknowledges and agrees that Komatsu has the right to publicise their name, the State or Territory in which the winner ordinarily resides, photograph, likeness and/or voice in any language and in any media (whether now known or later devised) throughout the world in perpetuity without restriction in respect of this Promotion and any products manufactured, distributed and/or supplied by Komatsu, without any payment being made to them.

## **Section 7: General Conditions**

- (18) Lost, Delayed Communication: Komatsu will not be responsible for any delayed, lost or misdirected communications.
- (19) Release: To the fullest extent permissible by law, each entrant in the Promotion including without limitation the Eligible Entrant, the Prize winner (and any nominee), releases Komatsu from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by such entrant in connection with the Prize or their participation in the Promotion. Komatsu, its related bodies corporate, its or their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with this Promotion, the implementation of this Promotion, or the use of any prize, except for any liability which cannot be excluded by law. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Consumer Guarantees Act 1993* as well as any other implied warranties or similar consumer protection laws in New Zealand.
- (20) Force Majeure: Komatsu will not be responsible for any act, omission, failure or delay by Komatsu that is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts, which are not reasonably within the control of Komatsu. In addition, if this Promotion is otherwise interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Komatsu, subject to State legislation and written regulatory directions, Komatsu reserves the right to cancel, terminate, modify or suspend the Promotion or disqualify any entrant.

- (21) Disputes: In the event of a dispute, the decision of Komatsu is final and binding and no correspondence will be entered into.
- (22) Jurisdiction: This Promotion is only available in New Zealand.
- (23) Currency: All prices are stated in New Zealand dollars, represent the recommended retail price or, in the absence of a recommended retail price, the prevailing market price to the best of Komatsu's knowledge and include GST.
- (24) Release: As a condition of accepting the Prize, the winner (and its nominee, if applicable) may be required to sign legal documentation as and in the form required by Komatsu and/or Prize supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
- (25) Privacy Notice: Komatsu 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, Prize supplier and, as required, to New Zealand regulatory authorities. Entry is conditional on providing this information. Komatsu may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to Komatsu by writing to Komatsu at 19 Offenhauser Drive, East Tamaki, Auckland New Zealand. All entries become the property of Komatsu.
- (26) Amendment: Subject to the approval of the authorities that have issued permits in respect to the Promotion, Komatsu reserves the right to amend, withdraw or vary these Terms and Conditions at any time without notice.
- (27) Governing Law: The laws applicable in New Zealand govern this deed and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand and any courts competent to hear appeals from those courts.