

**YAMAHA MOTOR NEW ZEALAND LTD. (NZBN 9429040177113) "YAMAHA GENUINE DIFFERENCE" SALES
PROMOTION TERMS AND CONDITIONS**

Promotion

1. The promoter of the sales promotion scheme is Yamaha Motor New Zealand Ltd. (NZBN 9429040177113) ("YMNZ"), Private Bag 94 412, Botany, Auckland 2013.
2. This competition is known as the "Yamaha Genuine Difference Promotion" ("**Promotion**"). By entering this Promotion, entrants agree to be bound by these terms and conditions.
3. This Promotion runs independent and not concurrent with any other Yamaha branded promotions.
4. This Promotion is only open to New Zealand residents. Overseas residents will not be considered.
5. This Promotion is only open to private entrants only. Fleet or government entrants will not be considered.
6. This Promotion is not open to employees (including their immediate family members) of YMNZ or YMNZ's related entities.
12. Prizes must be taken as stated and cannot be deferred, exchanged, or transferred. There will be no cash alternatives. Arrangements and delivery of prizes will be made between Whitiangler Limited or Off-Road Adventures Queenstown Limited ("**collectively, the Prize Providers**") and the winner and in accordance with any terms and condition of the Prize Providers.
13. Prizes are subject to availability and must be taken in accordance with all requirements of YMNZ and the Prize Providers and must be used within 12 months of the end date of the Promotion Period, unless YMNZ provides written agreement extending this period.
14. Winners must ensure they have adequate insurances in place before using any prizes and must also comply with all lawful instructions (including health and safety) and terms and conditions of the Prize Providers.

Promotion Period

7. This Promotion runs from 1 May 2021 to 11.59pm NZST 31 July 2021 only ("**the Promotion Period**"). No further entries will be accepted after the Promotion Period and YMNZ shall have no liability or responsibility whatsoever for any entry not being received.

Entry

8. To enter the Promotion, entrants must:
 - (a) Be at least 18 years of age; and
 - (b) Book and complete a service with an [authorised](#) Yamaha dealer for any Yamaha Outboard Motor, WaveRunner, Motorcycle, ATV or ROV during the Promotion Period; and
 - (c) During the service, 'Yamalube lubricants' must be used, and a Yamaha Genuine Part fitted.
9. There is no restriction on the number of submissions by entrants, however the number of entries an eligible entrant submits must match the number of services conducted both in accordance with terms and conditions of this Promotion and within the Promotion Period.

Prizes

10. Entrants can only win one prize and YMNZ reserves the right to withhold or reclaim any second or subsequent prize. If an entrant has submitted multiple entries within the Promotion Period, they are only eligible to win the first prize drawn.
11. The winner of the Promotion will be entitled to one (1) prize of either an Off-road Adventure experience in Queenstown or a Private fishing tour in Whitianga. Prizes include the activity, travel, and accommodation up to a maximum value of \$3,000 NZD. Ancillary expenses not expressly included in the prize description will not be covered and entrants must ensure they have sufficient financial resources to meet any financial commitments which they may incur in connection with the prizes which are beyond those expressly included in the prize description. YMNZ is not responsible for such ancillary costs.

Determining the Winner

15. The winner will be determined by random draw by YMNZ at 1.00pm NZST on 6th August 2021 at 58 Lady Ruby Drive, East Tamaki, Auckland 2013, New Zealand.
16. The winner will be announced on YMNZ's Facebook pages, Instagram pages and website on Friday 6th August 2021. YMNZ will contact the winner (in a manner YMNZ sees fit) within seven (7) days following the announcement of the winner on YMNZ's Facebook pages, Instagram pages and website. If the winner cannot be contacted or does not claim the prize within fourteen (14) days of being notified, YMNZ reserves the right to withdraw the prize from the winner without notice and select a replacement winner at random. Should a replacement winner not claim the prize, YMNZ can continue this process until a winner is selected who is successfully contacted and claims the prize.
17. Where YMNZ must select a replacement winner, YMNZ will conduct a random draw of the remaining entrants (excluding the winner(s) who were unable to be successfully contacted) at a time and date as posted on YMNZ's Facebook page and website. The name of the resulting winner will be posted on YMNZ's Facebook pages, Instagram pages and website. YMNZ will attempt to contact the replacement winner in manner YMNZ sees fit within seven (7) days of draw using the contact details supplied by the replacement winner upon their entry into the Promotion.

Privacy

18. All entrants consent to their personal information being collected, stored, used and disclosed by YMNZ in accordance with its privacy policy (click to view [YMNZ Privacy Policy](#)). YMNZ will use your personal information both for the purposes set out in its privacy policy and for the purposes of this Promotion including using your information to contact you, issue a prize and sharing it with any third party for the purpose of administrating this competition. By entering this Promotion, you consent to how YMNZ will handle your personal information.

19. By accepting the prize, the winner grants YMNZ a exclusive, irrevocable, transferable, royalty-free license to use their name, character, photographs, and likeness in connection with the Promotion and expressly waive any claim to compensation for such use.

Risk and Liability

20. Entrants participate in this Promotion and any prize at their own risk. Entrants should ensure they are physically and medically fit to use and enjoy the prizes as they may require physical activity.
21. Save that nothing in these terms and conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence (in contract or tort) or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, YMNZ and its employees, agents, related entities and contractors (a) shall have no liability in relation to any act or omission including those of any third party and (b) exclude all liability to any entrants and anyone else for any indirect or consequential loss, damage or harm of any kind or death or personal injury arising from or in connection with the Promotion and prizes and the entrant's use or enjoyment of them.
22. In no event will YMNZ or any of YMNZ's related entities, employees, agents, or contractor's total aggregate liability to any entrant exceed the cost of any of the prizes set out in these terms and conditions.

General

23. YMNZ reserves the right to refuse awarding any prize to any entrant who YMNZ, at its absolute discretion, determines has:
- a. breached these terms and conditions; or
 - b. does something to bring YMNZ or its related entities into disrepute; or
 - c. did not validly qualify to enter the Promotion; or

- d. Fails to follow YMNZ's or the Prize Provider reasonable instruction; or

24. In the event the prizes become unavailable for any reason beyond YMNZ's control, YMNZ may, at its absolute discretion, substitute the prize for other prizes of equal or greater value.
25. YMNZ decision is final in respect of all matters to do with the Promotion will be final and no correspondence will be entered into.
26. As the administrator of the Promotion, YMNZ reserves the right to:
- (a) cancel or amend the Promotion at any stage by giving three (3) days' notice of same to entrants via YMNZ's Facebook pages, Instagram pages and website where, in the opinion of YMNZ it is deemed necessary and if circumstances are outside of the control of YMNZ; or
 - (b) cancel or amend the Promotion at any stage with no notice in event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other serious event (in YMNZ's opinion) outside of YMNZ's control.
27. These terms and conditions are governed by the laws of New Zealand and entrants agree to submit to the jurisdiction of the courts in New Zealand.
28. If you do not accept these terms and conditions, then you must surrender your right to receive a prize if drawn as a winner of this Promotion.