

Toyo Tires & West Supply Giveaway

Terms and Conditions

1. West Supply and YHI (New Zealand) Ltd ("YHI NZ") the official distributor of Toyo Tires New Zealand have partnered to provide a promotional giveaway.
2. These are the terms and conditions ("Terms") which apply to the The Good Times Giveaway promotion ("Promotion"). Information on how to enter the Promotion forms part of these Terms. Make sure to read these carefully as they set out the eligibility criteria, the rules of the Promotion and details of the prize.
3. The prize for this competition include:
 - a. Four Toyo Tires Open Country tyres (up to and including 20" sizing. Subject to stock availability. Sizes cannot be back ordered or indented).
 - b. One Feldon Shelter Crow's Nest Regular 2-Person Rooftop Tent
 - c. Front Runner Slimline II Roof Platform (if your vehicle is not compatible for a Front Runner Slimline II Roof Platform, suitable roof racks will be sourced in its place).
 - d. Installation of all of the above prizes onto a compatible vehicle. If the winners vehicle is not compatible, no installation will be offered.
4. The Promotion will commence on 19 October 2020 and will close on Friday 6 November 2020 at 11.59pm ("Promotion Period"). All entries must be received before the Promotion Period ends in order to be eligible to win the prize.

Eligibility Criteria:

5. The Promotion is only open to individuals who:
 - a. Meet all criteria (including the Eligibility Criteria noted below) set out in these Terms throughout the Promotion Period;
 - b. Are New Zealand residents; and
 - c. Are aged 18 years or over ("Entrant").
 - d. Has a full current NZ drivers license.
6. The Promotion is NOT open to individuals who:
 - a. Are employed by YHI NZ, West Supply, Front Runner Outfitters or Feldon Shelter;
 - b. Have been convicted of a crime under the Crimes Act 1961.
7. Entry into the promotion is deemed acceptance of the Terms by the Entrant and acknowledgment that they satisfy all eligibility criteria.

How to Enter:

8. To enter the Promotion ("Entry"), Entrants must complete the below:
 - a. Follow @toyotires_nz on Instagram.
 - b. Follow @westsupplynz on Instagram.
 - c. Tag a friend in the post

- d. Share the Promotion on their Instagram Story.
9. The Entrant has the opportunity to create one entry on each giveaway instagram post by Feldon Shelter & Toyo Tires NZ (6 in total).
10. The Entrant (including if they are the Winner as noted below) gives YHI NZ & West Supply permission, for an indefinite period of time (unless otherwise advised), to use their name, and any information submitted as part of the Entry, for the purposes of the Promotion only.
11. The judges' decision in relation to any aspect of the Promotion will be final and binding on every person who enters. No correspondence will be entered into.
12. Entries must not be offensive, defamatory or racist. Any Entry which the judges deem inappropriate will be invalid. The Entrant agrees to indemnify YHI NZ & West Supply for any losses in this regard.

How to Win:

13. This is a game of chance. An Entrant will be selected through a random draw process by West Supply.
14. West Supply will contact the selected Entrant to confirm whether all eligibility criteria are satisfied. If the selected Entrant satisfies all eligibility criteria under these Terms, they will be declared the winner ("Winner").
15. If the selected Entrant does not satisfy all eligibility criteria as determined by West Supply, a new Entrant will be drawn in accordance with the above process, and the process repeated, until a Winner is selected.
16. To be an eligible Entrant (Winner), the designated person must be a person who:
 - a. Meets all criteria (including the Eligibility Criteria noted above) set out in these Terms throughout the Promotion Period;
 - b. Are a New Zealand resident ; and
 - c. Are aged 18 years or over.
 - d. Has not been convicted of a crime under the Crimes Act 1961.
17. As part of the Promotion, West Supply and its promotional partners may capture content (still or video) of the Winner's experience. As a result, taking up the Prize is contingent on the Winner authorising filming and photography on the terms provided to them when they are notified to be the Winner.

Prize Details:

18. The Winner will win the below Prize ("Prize"):
 - a. Four Toyo Tires Open Country tyres (up to and including 20" sizing. Subject to stock availability. Sizes cannot be back ordered or indented).
 - b. One Feldon Shelter Crow's Nest Regular 2-Person Rooftop Tent
 - c. Front Runner Slimline II Roof Platform (if your vehicle is not

compatible for a Front Runner Slimline II Roof Platform, suitable roof racks will be sourced in its place).

- d. Installation of all of the above prizes onto a compatible vehicle. If the winners vehicle is not compatible, no installation will be offered.
19. If the Winner does not respond within 12hrs of being notified, or if they are found to have breached these Terms, they will forfeit the Prize and another Winner will be selected and contacted in accordance with the above.
 20. If the Winner does not respond to any correspondence from West Supply within 12hrs of the correspondence being sent, West Supply reserves the right to declare them as having forfeited the Prize and select another Winner in accordance with the above.
 21. The Prize does not cover any costs incurred other than what is specified in the Prize details. The Winner is responsible for all other costs including, without limitation, couriers of all prizes if located outside of Auckland, accommodation, meals and telephone charges.
 22. West Supply will undertake installation of all products free of charge if the winner can get to their workshop in Auckland during their business hours.
 23. West Supply will be unavailable to liaise with regarding fulfilment of the prize on Christmas Day and between 31st December 2020 and 6th January 2021.
 24. West Supply are not responsible for any cancellation, postponement, delay or rescheduling of transport and any costs incurred as a result, including without limitation, any accommodation or travel costs which will be the responsibility of the Winner.
 25. No portion of the Prize is redeemable for cash (unless otherwise stipulated). The Prize is not refundable or transferable and is subject to all restrictions as set by YHI NZ & West Supply.
 26. West Supply & YHI NZ take no responsibility for loss or injury suffered by the Winner as a result of taking the Prize except as required by law. YHI NZ & West Supply recommend that the Winner has valid insurance when taking up the Prize.

General:

27. West Supply reserves the right to modify, cancel, terminate or suspend the Terms and Promotion at any time, subject to any regulatory obligations it may have.
28. Each Entrant acknowledges and agrees that:
 - a. The Promotion is administered by West Supply;
 - b. The Promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook;
 - c. They are providing information to West Supply and not to Facebook;and

- d. To the fullest extent permitted by law, Facebook (including its officers, employees, and agents), will not be liable in any way (including negligence) for any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 29. Any cost associated with accessing the app/Facebook platform is the Entrant's responsibility and is dependent on the Internet Service Provider used.
- 30. On drawing and contacting the Winner, the Winner's first and last names (which form part of their successful Entry) may be used within an announcement post.
- 31. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.
- 32. West Supply reserves the right, at any time, to verify the validity of Entries, Entrants and to disqualify any Entrant who submits an Entry that is not in accordance with these Terms or who tampers with the Entry process. Failure by West Supply to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 33. West Supply assumes no responsibility for:
 - a. any error, omission, interruption, or delay in the operation or transmission of any communication including, but not limited to, submitting any Entry or sending any email communication to West Supply by any Entrant (or by West Supply to any Entrant) whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;
 - b. any theft, destruction or unauthorized access to, or alteration of such communications; or
 - c. any problem with, or technical malfunction of, or capability issue (or lack thereof), relating to any computer system, smart phone or other equipment used for the conduct of the Promotion.
- 34. If, for any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of West Supply, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, West Supply reserves the right in its sole discretion to take any action that may be available, subject to any New Zealand laws and/or regulations.
- 35. West Supply will not be liable if the Prize cannot be taken up due to an event not reasonably within its control having exercised reasonable diligence, including but not limited to if there is a fire, storm, flood, earthquake, act of God, war (whether declared or undeclared), acts of terrorism, industrial dispute, blockade, lightning, explosion or meteor event, governmental restraint, expropriation or prohibition.

36. Except for any liability that cannot be excluded by law, West Supply (including its employees and agents) 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 arising out of the following:
- a. any technical difficulties or equipment malfunction (whether or not under the West Supply control);
 - b. any theft, unauthorised access or third party interference;
 - c. any Entry or Prize that is late, lost, altered, or misdirected (whether or not after its receipt by West Supply) due to any reason beyond the reasonable control of West Supply;
 - d. any variation in the Prize to that stated in these Terms;
 - e. any tax liability incurred by an Entrant; or
 - f. the use of the Prize.
37. Nothing in these Terms is intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act 1993. These terms and conditions must be read subject to those statutory provisions and will not affect any statutory rights that an Entrant may have in relation to the return of a Prize.
38. West Supply, in its sole discretion, reserves the right to cancel, suspend, terminate or modify the Promotion or any part of the Promotion if fraud, technical failures or any other factor beyond West Supply's reasonable control adversely affects its ability to conduct the Promotion or part of the Promotion as contemplated in these Terms. Any cancellation or modification to the Promotion will be notified on West Supply's Instagram page.
39. These Terms are governed by New Zealand law.