



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

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*Purchase a Komatsu Utility Class Excavator (PC18MR-3 to a PC88MR-10) and complete a successful delivery/collection of the excavator to go into the draw to win 2 of 6 Giant 2021 Talon E-Mountain Bikes from Torpedo 7 (**Promotion**).*

### Terms and Conditions

Information on how to enter the Promotion and win 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: Purchase a Komatsu Utility Class Excavator (PC18MR-3 to a PC88MR-10) and complete successful delivery/collection of the excavator (**Eligible Purchase**) to go into the draw to win 2 of 6 Giant 2021 E-Mountain Bikes from Torpedo 7 (RRP: NZD\$3,299.99 excluding GST and delivery) (**Prize**). There are a total three (3) Prizes to be won (total Prize pool RRP: NZD\$19,799.94). Komatsu will draw one (1) Prize per month.
- (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 Eligible Purchases made between 4 April 2022 until 30 June 2022, and delivered by 29 July 2022 (**Promotion Period**).

### **SECTION 2: ELIGIBILITY**

- (4) Eligibility: The Promotion is only open to Eligible Entrants. An "Eligible Entrant":
  - (i) must successfully complete delivery/collection of the Komatsu Utility Class Excavator (PC18MR-3 to a PC88MR-10);
  - (ii) must comply with the entry requirement in clause 9 below; and
  - (iii) must be over 18 years of age; and
  - (iv) is not otherwise ineligible under clauses 6, 7 or 8 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. Fleet purchases are also excluded from entry into the Promotion.
- (6) Incorrect Contact Details: In addition to any other eligibility requirement in these Terms and Conditions, if any contact details provided to 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) Purchase a Komatsu Utility Class Excavator (PC18MR-3 to a PC88MR-10) and complete successful delivery/collection of the excavator during the Promotion Period to go into the draw to win 2 of 6 Giant 2021 E-Mountain Bikes from Torpedo 7 (RRP: NZD\$3,299.99 excluding GST and delivery). There are three (3) Prizes in total to be won (total Prize pool RRP: NZD\$19,799.94).
- (9) One (1) entry to the draw will be provided per Eligible Transaction regardless of the amount of Komatsu Utility Class Excavator's purchased in a single order. Should an Eligible Entrant make more than one Eligible Purchase during the Promotion Period, they will receive one (1) additional entry per Eligible Purchase up to a maximum of three (3) entries per month.

### **SECTION 4: RESULT**

- (10) Draw: There are three (3) Prizes in total to be won. Subject to clause 11, the first valid entry drawn each month will win the Prize. Komatsu will conduct three draws – one (1) draw in July, August and September. The winner will be selected using a random name generator at 11am on 11 July 2022, 8 August 2022 and 12 September 2022 NZDT at 19 Offenhauser Drive, East Tamaki, Auckland New Zealand.

### **SECTION 5: PRIZE**

- (11) Prize Value: The total Prize pool is valued at NZD\$19,799.94 (excluding GST and delivery). Komatsu takes no responsibility for any variation in the Prize value.
- (12) 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 take the Prize, then the Prize may be forfeited and no compensation will be paid in lieu.

- (b) Ancillary Costs: Unless specified or authorised by Komatsu, ancillary costs are not included in the Prize and are the responsibility of the Prize winner. All other expenses including additional luggage check-in, extra options or upgrades, ground transport, all other transfers, meals and beverages, gratuities, applicable taxes, hotel service charges, airport taxes, surcharges, travel and medical insurance, additional spending money, personal expenses, souvenirs, upgrades, incidentals and expenses not expressly specified herein are the sole responsibility of the winner. The Prize winner may be required to present their credit card at time of accommodation check in.
- (c) Taxes: If the Prize or receipt of it incurs a tax liability, the Prize Winners are liable for payment of such tax.

## **SECTION 6: PRIZE WINNERS**

- (13) Contact: The respective Prize Winners will be notified on 11 July 2022, 8 August 2022 and 12 September 2022 via their nominated email address and Prize Winners names will be posted on the Komatsu New Zealand website and social media, the Prize will then be posted to the winners nominated address.
- (14) Acceptance: The Prize Winners must accept the Prize. If a Prize Winner does not accept the Prize, Komatsu may determine another Prize Winner in its absolute discretion. In the event of an unclaimed prize, the prize will be redrawn on 18 July 2022, 15 August 2022 and 19 September 2022 at 19 Offenhauser Drive, East Tamaki, Auckland New Zealand. The winners of the redraw will be notified by email within two (2) business days of the redraw. Komatsu reserves the right to determine another Prize Winner at its discretion.
- (15) Winner Publicity: In accepting the Prize, a Prize Winner agrees to participate in any publicity arrangements made by or on the behalf of Komatsu. A 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**

- (16) Lost, Delayed Communication: Komatsu will not be responsible for any delayed, lost or misdirected communications.
- (17) Tax: Prize Winners are advised that Tax implications may arise from their Prize winning and they should seek independent financial advice prior to the acceptance of the Prize.
- (18) 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.

- (19) **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.
- (20) **Cancellations:** All Prizes are subject to availability. In the event that the Prize or any part of the Prize becomes unavailable due to circumstances beyond Komatsu's reasonable control, Komatsu reserves the right to provide a similar product to the same or greater value as the original prize or no Prize at all, subject to any applicable laws or written directions made under applicable legislation. Komatsu reserves the right to vary or cancel this Promotion at any time in its absolute discretion, at any time without notice.
- (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 includes GST.
- (24) **Release:** As a condition of accepting the Prize, a Winner (and their 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) **Waiver:** To the full extent permitted by law, Komatsu is not liable for any delay, death, injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the Promotion or accepting or using any Prize, including without limitation non-receipt of any Prize and the Prize winner's failure to comply with the terms and conditions (if any) specified by any third party. The Winner takes the Prize entirely at his/her own risk and indemnifies Komatsu and Torpedo 7 in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the prize. The Winner is responsible for all insurance, tax or other costs that may be associated with the Prize. Where the Prize has associated terms and conditions the Winner.
- (26) **Information:** Komatsu is not responsible for any incorrect or inaccurate information, or for any failure of the equipment or programming associated with or utilised in the Promotion, or for any technical error that may occur in the course of the administration of the Promotion. Komatsu assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation

or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

- (27) 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.
  
- (28) Amendment: Komatsu reserves the right to amend, withdraw or vary these Terms and Conditions at any time without notice.
  
- (29) Governing Law: The laws applicable in New Zealand will govern the promotion, the parties submit to the non-exclusive jurisdiction of the courts of New Zealand and any courts competent to hear appeals from those courts.
  
- (30) Exclusion: This Promotion cannot be used in conjunction with any other promotion or offer.