

Terms and Conditions

<https://www.ultimateears.com/en-nz/wireless-speakers/boom-3.html>

HOW TO ENTER

1. To enter a person must (as an Entrant) complete an Online Generate KiwiSaver Customer Exit Survey or complete an exit survey verbally with a Generate Employee after a transfer out request has been received for the person to exit the Generate KiwiSaver Scheme. The prize is provided by Generate Investment Holdings Limited, PO Box 91 609, Victoria Street West, Auckland 1142, New Zealand (the Promoter). Each entrant can only enter once in the promotion prize draw. A valid entry can only be for a person for whom Generate KiwiSaver Scheme (Scheme) has received a transfer out request from another KiwiSaver provider and who is with an active status in the Scheme at the time of receiving the survey.
2. To be eligible all entries must be received by the Promoter between 00:01 hours 01.10.20 and 23:59 hours 31.12.20.
3. Entry is open to all New Zealand residents except for employees or their direct families of Generate Investment Holdings Limited, PO Box 91 609, Victoria Street West, Auckland 1142.

THE DRAW AND THE PRIZE

4. The Online Member Exit Survey promotion prize draw will be made on or about **15 January 2021**. The prize winner will be contacted by phone on the contact details provided as part of their membership.
5. There is only one prize winner to be drawn. The prize winner will win a UE Boom 3 (Nightblack). The promoter will only provide the hardware and will not provide or be responsible for any software applications, subscriptions or operating expenses related to the use of the UE Boom 3. If the prize (or specific colour or design of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or specific colour or design of the Prize) with a prize to the equal or greater value or specification.
6. All completed Member Exit Surveys will be automatically treated as valid entries and will be entered into the Member Exit Survey promotion prize draw. All entries will be deemed to have been received at the time of the completion of the survey.
7. If a winner cannot be contacted within 2 days using the contact information provided in the draw entry, the prize will be declared null and void. If a prize is declared null and void the promoter will have the sole and absolute discretion to draw the prize again and award the prize to a new winner.

TERMS AND CONDITIONS OF ENTRY

8. Entry into this prize draw is deemed acceptance of any terms and conditions.
9. The Promoter reserves the right to extend, postpone, or cancel the competition and to update the terms and conditions, and the prize without notice and for whatever reason.
10. All entries become the property of the Promoter. Entry into the promotion constitutes consent by the Entrant to the Promoter to use the prize winner's personal information for any promotional purposes and for the marketing of the Promoter's products. Personal information collected will only be used by the Promoter and its agents in relation to their products or services. All entrants' personal information will be held in accordance with the Privacy Act 1993 by the Promoter (Level 11, 48 Emily Place, Auckland 1010). Any requests to access, update or correct any information should be directed to the Promoter using the contact details available on the website www.generatewealth.co.nz.
11. The Promoter may be required by law to disclose the personal information you provide. The Promoter will only disclose the information if it believes in good faith that it is required to do so.

12. In relation to any aspect of the promotion the Promoter's decision is final and binding on every person who enters and no correspondence will be entered into.
13. The Promoter reserves the right to require the prize winner to sign a declaration confirming their eligibility to accept the prize and to verify their identity and provide proof of residency.
14. The winners will be selected randomly by the Promoter.
15. The Prize is not transferable and not redeemable for cash, unless stated.
16. The Promoter will be responsible for delivery of prize.
17. The Promoter, Public Trust (as Trustee of the Scheme) and their respective associated agencies, companies and employees, and the Scheme shall not be liable in any way (including, without limitation, indirect or consequential loss) or for any loss or damage or personal injury suffered or sustained by any person directly or indirectly arising out of or in connection with this promotion, except for any liability which cannot be excluded by law. The Promoter is not liable for any tax implications that may result from winning a prize package. The prizes are being provided by Generate Investment Holdings Limited and not the Generate KiwiSaver Scheme nor Public Trust.
18. Nothing in condition 17 is intended to exclude, restrict or modify the winners' rights under the Consumer Guarantees Act 1993.
19. By participating, entrants grant the Promoter exclusive permission to use their names, location, characters, photographs, videos, voices, responses to the survey questions and likeness for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use.

A copy of the Generate KiwiSaver Scheme Product Disclosure Statement, Generate Unit Trust Scheme Product Disclosure Statement and QFE Disclosure Statement can be found at www.generatewealth.co.nz. The issuer is Generate Investment Management Ltd.