



## **1. THE PRIZE**

### **PART 1:**

Luxury Mystery Break for 2 from Air New Zealand valued at \$3,258 including:

- Return seat+bag flights with Air New Zealand for two
- Two nights Luxury 5 star accommodation
- Daily breakfast and dinner
- Avis rental car for the full duration of your stay

In the form of a gift voucher for an Air New Zealand Luxury Mystery Break.

For more information see: <https://www.airnewzealand.co.nz/air-new-zealand-mystery-breaks>

### **PART 2:**

Share your story in a short farmer story film and become a judge for Cow of the Year 2024!

#### **1.1. FARMER STORY:**

The winner of Cow of the Year 2023 to be filmed for a Farmer's Story to be used the following year of Cow of the Year 2024. Samen NZ has contracted, Yield Marketing to perform all filming, marketing and promotional photography/filmmaking for Cow of the Year Winners. Yield Marketing will be in contact with the winner to engage with organising this production. This is an opportunity to showcase your best cow, herd and farm and to tell your story.

#### **1.2. JUDGE FOR COW OF THE YEAR 2024:**

As a winner for Cow of the Year 2023, you also become a judge for the following Cow of the Year Competition 2024. This will mean liaising with other Judges which will be released the following year. Samen NZ will be in contact with the winner the following year to discuss how the judging would work.

## **2. ENTRY**

Participants will be able to nominate or submit no more than one eligible cow into the Samen NZ Cow of the Year 2023 awards competition.

To be eligible to win the Prize:

- Nominated cow must be an in milk R3 or older.
- Winning cow **must** be sired by a sire marketed by Samen NZ.
- Entry needs to be owned by the participant or nominated by the owner, in writing, the prize will go to the person entering the competition.
- Participants must be 18 years of age or older.

Submissions will need to be made on the Samen NZ website and must include;

- The participants contact details
- The nominated cows basic information
- The nominated cows records
- A nomination reason (why you submitted the cow)
- A photo of the cow you would like to nominate
- Consent to participate in a Farmers Story and willing to be a Judge for Cow of the Year 2024.

### **3. PRIZE DRAW**

At 5pm on the 26<sup>th</sup> of February 2024, Samen NZ shall announce the winner selected by the Judging panel. The judging panel's decision is final.

The Winner will be notified by telephone and in writing via email within 48 hours of the draw to confirm delivery of their prize.

If the Prize is unclaimed within 7 days of Samen NZ having made reasonable efforts to contact the Winner using the contact details provided, the Prize will be deemed forfeited and may be redistributed at the sole discretion of Samen NZ.

The Winner accepts that once the above-named details are confirmed by Samen NZ, they cannot be altered by the Winner, unless otherwise agreed by Samen NZ.

### **4. PRIZE CONDITIONS**

There is a total of one draw to be made for the entire Promotional Period.

Prizes are non-refundable and cannot be transferred to any person or converted into cash. No Prizes may be auctioned, raffled or sold by any means, in part or in full.

Samen NZ reserves the right to exclude any person from participating in the Promotion on reasonable grounds (as determined by Samen NZ).

Samen NZ reserves the right to refuse to award any of the Prizes to any Entrant who, in Samen NZ's reasonable opinion, has violated these Terms and Conditions, gained unfair advantage in participating in the Promotion or won the Prize using fraudulent means.

Samen NZ reserves the right to vary, suspend or terminate the Promotion at any time, as reasonably necessary, including (without limitation) if the Promotion is not capable of running as planned including cancellation of any event relating to the Prizes (outside of Samen NZ's control) infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Samen that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Promotion.

Samen NZ reserves the right to substitute the Prize in whole (or any of its components), with a substitute prize of equal or greater value.

Samen NZ's decisions in relation to the Prize will be final and no correspondence shall be entered into.

Neither Samen NZ nor any other person or party associated with this Promotion shall be liable for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained in connection with either participation in this Promotion or with the Prize offered including (without limitation) any activities undertaken in connection with the Prize. Samen NZ is not arranging travel insurance for the Winner or Guest, and recommends that the Winner and Guest arrange their own travel insurance (if they so desire).

The Prize is subject to these Terms and Conditions. By entering the Promotion or accepting the Prize, the Winner and Guest are deemed to have accepted the Terms and Conditions and must not breach the same.

These Terms and Conditions may change from time to time. Samen NZ will post a notice on its website (<https://samen.co.nz/cow-of-the-year/>) if there are any changes to these Terms and Conditions. It is your responsibility to ensure that you check these Terms and Conditions for any changes which will apply from the date that they are made available.

The Winner and Guest will be solely responsible for all other expenses not specifically included in these Terms and Conditions, and that are incurred by the Winner or Guest. For the avoidance of doubt, the Prize does not include the cost of any visas, taxes any travel insurance or any conservation fees.

These Terms and Conditions constitute the entire agreement between the Promotion Entrant and Samen NZ with respect to the Promotion.

The Terms and Conditions will be governed by and construed in accordance with the laws of New Zealand and each eligible Entrant hereby submits to the exclusive jurisdiction of the Courts of New Zealand.

Please forward any questions about this Promotion to [info@samen.co.nz](mailto:info@samen.co.nz).

## **5. MARKETING & PROMOTIONS**

Entrants may have their names published on the Samen NZ website, Facebook pages and within marketing materials through social media and digital assets.

By accepting the prize, the Winner and Guest agree to participate in and cooperate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed.

All entries become the property of Samen NZ who collects personal information about Entrants to enable Entrants to participate in this Promotion. Samen NZ may require the consent of the Winner and Guest to disclose personal information to third parties for the purpose of fulfilling and organizing the Prize.

## **6. PERSONAL INFORMATION AND PRIVACY:**

Samen NZ will collect and hold the following Personal Information from all Entrants:

- First and last name;
- Email address; and
- Mobile and or home phone number.
- Physical Address
- Samen NZ will use the Entrant's Personal Information to manage, monitor and develop the Promotion and to contact the Entrant if they are the Winner or as otherwise agreed by the Entrant.

Samen NZ may store an Entrant's Personal Information on computer systems operated by third parties and will take reasonable precautions against unauthorised access and disclosure by those third parties. Samen NZ will not share an Entrant's Personal Information with third parties except:

- that Samen NZ may publish an Entrant's name in connection with the Promotion if the Entrant is a winner;
- to the extent necessary for those third parties to provide services to Samen NZ in connection with the Promotion; and
- as otherwise expressly permitted under these Terms and Conditions.
- By entering the Promotion, the Entrant authorises Samen NZ to disclose their Personal Information to any third party, assisting in the conduct of the Promotion or for publicity purposes surrounding the Promotion. Where any personal information is provided to a third party, the use and maintenance of an Entrant's Personal Information by that third party is outside Samen NZ's control and Samen NZ accepts no responsibility or liability for such third-party use.
- Except as described in these Terms and Conditions, Samen NZ will not disclose or use an Entrant's Personal Information without said Entrant's permission, unless required or permitted by law.
- From time to time, Samen NZ may send the Entrant, and the Entrant hereby agrees to receive, emails and other material relating to Samen NZ and its related companies or products. The Entrant

may opt out of receiving those emails, other materials at any time by following the opt-out instructions provided in the relevant communication.

- By entering this Promotion, all Entrants hereby grant Samen NZ the non-exclusive right to film, tape, sound record and photograph all their activities in connection with the Promotion and (if applicable) the Prize. The Entrant agrees that Samen NZ owns all intellectual property rights including (without limitation) copyright in any of the above-named sources of footage and in all material incorporating said footage. The Entrants agree no compensation will be offered for use of any of the above-named material.

## **8. DEFINITIONS**

“Entrant” means a person who is eligible to participate in the Promotion and “Entrants” means any one of them.

“Guest” means the guest selected by the Winner to accompany him or her to share the Prize.

“Personal Information” means the personal information described in clause 1.

“Prize” has the meaning in clause 0, awarded to the Winner of the Promotion.

“Promotion” means this ‘Cow of the Year’ Promotion that Entrants enter to win the Prize, and which is governed by these Terms and Conditions.

“Promotion Period” means 9<sup>th</sup> November 2023 till 26<sup>th</sup> February 2024.

“Samen NZ” means Samen (NZ) Limited, trading as Samen.

“Terms and Conditions” means these terms and conditions that relate to the Promotion run by Samen NZ.

“Winner” means the winner of the Prize. If the Winner is not a natural person (i.e. is a company, trust or other entity), then that entity must nominate a person who is associated with that entity, and that person will be deemed to be the Winner for the purposes of this Promotion. Samen NZ is entitled to rely on the notification of the nomination received from any representative of such entity, and will have no obligation to verify that the entity has followed its due process when nominating which person will be deemed to be the winner.