

## **Terms and Conditions**

These Terms and Conditions are between you and the Promoter and will be treated as having final say in the event of any conflict or inconsistency with other communications, such as advertising or promotional materials. Entry/claim instructions form part of the Terms and Conditions, and by participating, all claimants are considered to have accepted and be bound by the Terms and Conditions. Please keep a copy for your information.

### **Eligibility**

This *Energizer*® Promotion is open to all residents of New Zealand aged 18 or over, excluding employees of the Promoter and Administrator, its affiliates or agents, the immediate families of such employees and any other person connected with this Promotion. Energizer will not be responsible for any under-age entries.

1. Purchase is necessary and internet access is required. A Hotels.com account is not required to redeem the gift. Entrants may be required to upload their receipt or provide it to the Promoter on request as proof of purchase.
2. Promotion Period: The Promotion is open from 00.01 NZDT on 1<sup>st</sup> October 2020 and closes at 23.59 NZDT on 31<sup>st</sup> December 2020.
3. Entry Instructions: This Promotion is exclusive to customers who:
  - Purchase a pack of *Energizer*® batteries, battery chargers or flashlights within the Promotion Period
  - Visit [www.energizerholidays.com](http://www.energizerholidays.com) (the “Energizer Promotional Website”), and enter their full name, email address, the barcode from the pack, and if requested, a picture of their receipt clearly showing a qualifying product purchase
  - Customers will receive an email to the address provided, asking them for verification by clicking a link
  - Once verified, customers will receive an email with a unique code and Hotels.com link/URL for this Promotion.
  - Click on the Hotels.com link on the email to redeem their gift.
4. Purchase of licenced *Energizer*® products are not eligible for entry. These include automotive/marine batteries, USB chargers and power banks.
5. All Promotion entries received after the Closing Date are automatically invalid.
6. The Gift: All customers who correctly follow the entry instructions will receive a 10% off unique code for their next accommodation booking on Hotels.com. The discount will not apply to any taxes or fees.
7. Max 1 claim per product purchased, with a maximum of 3 applications for a discount code on the Energizer Promotional Website per day.

8. Additional Gift details:
- a. The discount can only be used on accommodation and applies only to the first room of any accommodation booking.
  - b. Full payment for the entire booking must be made upfront, online, in order to use the discount.
  - c. The discount will only be applied to bookings for stays between one and 28 nights. Any additional nights after the first 28 will not receive the discount.
  - d. The discount can be used in conjunction with other offers that permit it but cannot be used with Hotels.com's loyalty programme.
  - e. Codes must be redeemed by 23.59 GMT on 31<sup>st</sup> August 2021.
  - f. Codes must be used to book stays that will take place before 31<sup>st</sup> August 2022.
  - g. Codes can only be used once. Codes cannot be refunded or reactivated, even if a booking is cancelled.
  - h. The offer cannot be exchanged for cash or any other alternative.
  - i. In case of issues please contact <https://service.hotels.com/en-nz/> . All standard Hotels.com Terms and Conditions apply which can be found at: [https://nz.hotels.com/booking/coupon\\_terms\\_conditions.html?couponName=c..Dpaw5mRGgWM4YqiPtGUVfQ..](https://nz.hotels.com/booking/coupon_terms_conditions.html?couponName=c..Dpaw5mRGgWM4YqiPtGUVfQ..).
  - j. Hotels.com's FAQ's can be found here: <https://service.hotels.com/en-nz/>
  - k. Offer cannot be extended.
9. The Promoter will use the personal details that customers provide to us for the administration of the Promotion, for email communications during the Promotion, and otherwise in connection with customers' participation in the Promotion or customers' use of the Energizer Promotional Website. The Promoter will not use the personal details provided in connection with any marketing activities, unless the Promoter has the consent of the customer. Click to see our privacy policy here for more information on how the Promoter uses and discloses customers' personal details: <https://energizergrouplegal.com/EN-Privacy-Notice-New%20Zealand.html>
10. Information you provide to Hotels.com if creating an account will be handled in accordance with their privacy policy, which can be found here: [https://nz.hotels.com/customer\\_care/privacy.html?pos=HCOM\\_NZ&locale=en\\_NZ](https://nz.hotels.com/customer_care/privacy.html?pos=HCOM_NZ&locale=en_NZ)
11. If the customer experiences any issues whilst using the Energizer Promotional Website, please contact customer services on [support@energizerholidays.com](mailto:support@energizerholidays.com)

## General

12. It is a condition of the Promotion that the entrant agrees to be bound by these rules, and in particular that the decisions of the Promoter on any matters whatsoever arising out of or connected with the Promotion are final.

13. The Gifts are non-transferrable. There are no alternatives to the Gift offered. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the Gift for an alternative of equal or greater value.
14. Entries submitted through agents, third parties or entries automatically generated by computer or illegible entries or incomplete entries will not be accepted.
15. The Promoter will do all that it reasonably can to ensure that the Energizer Promotional Website is functioning correctly throughout the Promotion Period. However, the Promoter will not accept responsibility for Promotion entries that are lost or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
16. The Promoter reserves the right in its sole discretion to disqualify any individual that corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion.
17. This Promotion and these Terms and Conditions are governed by the national Law of each country, and entrants will be subject to the jurisdiction of the courts in their country of residence.
18. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate entrants or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Gift except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.
19. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this Promotion or the awarding of Gifts, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the Promotion or these Terms and Conditions, at any stage, but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.
20. In entering the Promotion, the participant confirms that they are eligible to do so and eligible to claim the Gift. The Promoter reserves the right to verify all entries including but not limited to requiring proof that the participant is eligible to enter the Promotion (which must be provided within 14 days) and to refuse to award a Gift or withdraw Gift entitlement and/or refuse further participation in the Promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these Terms and Conditions or any instructions forming part of this Promotion's entry requirements or otherwise where a participant has gained

unfair advantage in participating in the Promotion or won using fraudulent means. The Promoter will be the final arbiter in any decisions and these will be binding.

21. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
22. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
23. ©2020 Energizer. Energizer and certain graphic designs are trademarks of Energizer Brands, LLC and related subsidiaries. All other trademarks are trademarks of their respective owners.