

Terms and Conditions: Denizen “Mercedes-Benz CLA Shooting Brake” Reader Promotion

1. The promoters are both jointly Notoriety Marketing Limited (Denizen), Level 6 Tasman Building, 16 Anzac Ave, Auckland 1010 & Mercedes-Benz New Zealand Limited (**Mercedes-Benz**), 9 Pacific Rise, Mt Wellington, Auckland, 1060 (together being the "**Promoter**").
2. Entry into a Competition is deemed acceptance of the terms and conditions of entry in relation to that Competition.
3. Information on how to enter and prizes form part of these terms and conditions. Any entry not complying with these terms and conditions is invalid.
4. Subject to paragraph 5, entry is open to all New Zealand residents over 18 years of age and who hold a current, and full New Zealand driver's licence.
5. Employees (and their immediate families) of the Promoter are ineligible to enter.
6. The Promotion commences Wednesday 17th June 2015 at 10.00AM and closes on Friday 31st July 2015 at 12-noon. ("**Promotion Period**").
7. To go in the draw to win the **prize** (see 9.) entrants must complete the competition entry page via the Denizen website (www.thedenizen.co.nz/mercedes-competition) within the Promotion Period.
8. The entry for **this** competition is limited to 1 per person.
9. The **Prize** is the use of a Mercedes-Benz CLA-Class **loan** vehicle for one weekend, subject to the terms within this document, as well as Denizen-curated hospitality package to the minimum value of NZD \$500 for the destination relevant to the dealership closest to the winner (Auckland, Wellington or Christchurch). The specification of vehicle within this class will be at the sole discretion of Mercedes-Benz.
10. The Vehicle must be: Picked up from an Auckland, Wellington or Christchurch-based Mercedes-Benz dealership on a Friday before 4pm at an agreed date prior to November 30th 2015; and returned to the same authorised Mercedes-Benz dealership the following Monday before 10am.
11. Each Submission will be reviewed and judged by a panel of the Promoter's marketing and communications personnel ("Panel"). The Panel will judge each Submission on its creative merit and according to the judging criteria under paragraph 12 of these terms and conditions. All decisions of the Panel are final and no discussions or correspondence will be entered into. The Panel reserves the right to deem any Submission invalid if the Submission is not submitted in accordance with these terms and conditions.
12. The Submission will be judged based on the most relevant and creative answer supplied within the competition entry page, and will be determined by the Panel in its sole discretion.
13. Once a Submission is shortlisted by the Panel, the Promoter will contact the entrant to ensure adherence to these terms and conditions.

14. The competition will be selected from all valid entries received by midday on 31/07/2015. The selection will occur after midday on 31/07/2015 at Notoriety Marketing Ltd (Denizen), Level 6, Tasman Building, 16 Anzac Ave, Auckland 1010.
15. If successful, the winner will be notified by email and/or phone on or before 5pm on Monday 03/08/2015. If the winner cannot be contacted, or the winner is unable to redeem the prizes for whatever reason, the entries will be re-drawn. No compensation will be payable to a winner who cannot be contacted or who cannot redeem the Prize for whatever reason.
16. Travel arrangements to and from the winner's nearest authorised Mercedes-Benz dealership do not form part of the Prize and are the responsibility of the winner. The vehicle **does not need to** be returned with a full tank of fuel.
17. The winner will ensure no other person drives the vehicle, without the express consent of Mercedes-Benz. The winner agrees to take reasonable care of the vehicle and to take reasonable precautions to safeguard the vehicle from loss and damage. The winner must ensure that the vehicle is locked at all times when not being used, activates any alarm and/or immobiliser if installed in the vehicle, and parks the vehicle on their private property.
18. The winner confirms by signing an agreement that they have a valid full New Zealand driver's license which is current and that they will not be in breach of any condition of their driver's license by driving the vehicle. The winner will be required to provide the Promoter with a copy of their valid New Zealand driver's licence and current address details. The winner will also be required to sign and comply with the terms of Mercedes-Benz's standard agreement for loan vehicles (the Authorised Driver Declaration) (copy is available on request).
19. The winner agrees not to smoke or carry any pets or goods in the vehicle while it is their care. In the event this condition is breached the winner will be liable for any cleaning costs incurred.
20. All traffic infringements, parking fines and the like, incurred while the vehicle is in the winner's care, must be reported to the Promoter and will be payable entirely by the winner.
21. Mercedes-Benz reserves the right to charge for any part or accessory removed or lost from the vehicle where in the opinion of Mercedes-Benz has been caused by the winner's lack of vigilance in safeguarding the vehicle.
22. The winner must at all times operate the vehicle within traffic regulations and local laws. Any breach of these which in turn, causes a breach of Mercedes-Benz's insurance cover and negates Mercedes-Benz being able to claim for loss or damage then the winner's will indemnify Mercedes-Benz in respect of such loss or damage.
23. In the event of loss or damage which Mercedes-Benz is able to claim from their insurance cover, the winner shall be liable for (and indemnify the Mercedes-Benz for) the excess amount stated in the Authorised Driver Declaration being Mercedes-Benz's policy excess on the vehicle (copy available on request).

24. Unless explicitly stated in the prize summary at paragraph 9, all costs incurred by the winner, and any other expenses incurred while redeeming the Prize, will be at the expense of the winner.
25. In accepting the Prize, the winner agrees to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winner agrees to grant the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media (including the Promoter's Facebook page) and the winner will not be entitled to any fee for such use. The winner may be required to confirm their agreement to these terms and conditions again before receiving the prize.
26. Each entrant acknowledges and agrees that:
 - a. the competition is administered by the Promoter;
 - b. he or she is providing the information to the Promoter; and
 - c. to the fullest extent permitted by law, the Promoter (including its officers, employees, and agents), will not be liable in any way (including negligence) for any loss or damage (including the loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion.
27. The Promoter expressly reserves the right to resolve any discrepancies, disputes or otherwise unforeseen circumstances as it deems fit and the Promoter's decision will be final and binding. No correspondence will be entered into. The Promoter expressly reserves the right to change or alter these Terms and Conditions at any time.
28. The Promoter reserves the right to refuse to award the prize to any entrant who the Promoter (in its sole discretion) believes has gained an unfair advantage in participating in the Competition or won using fraudulent means.
29. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, whether due to error, omission, alteration, tampering, deletion, theft or destruction or unauthorised access to, or alteration of, entries.
30. The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any entrant or winner (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any prize, except for any liability that cannot be excluded by law.
31. If the Competition is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel the Competition or to disqualify any individual who has tampered with the entry process.

32. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Competition and publicise its winner(s). The personal information of the winner may be provided to others assisting in the conduct of the Competition, including the Competition administrator, and prize suppliers and deliverers. Persons may contact the Promoter by post at the address set out in paragraph 1 to request access to, or correction of, any of their collected personal information that is held by the Promoter. If an entrant does not provide accurate personal information the Promoter may determine that they are not eligible to win the prize.