

WAITOMO "SUMMER ANTHEM" COMPETITION TERMS AND CONDITIONS

1. PROMOTER

- 1.1 The promoter of this competition ("Why Not Summer Anthem") is Waitomo Group Limited ("Waitomo", "we", "us", "our").
- 1.2 Address: 3 Ellis Street, Frankton, 3204, Hamilton, New Zealand
- 1.3 Contact: app@waitomogroup.co.nz / 0800 922 123

2. ELIGIBILITY

- 2.1 To be eligible for this promotion, you must:
- (a) Be a New Zealand resident;
- (b) Hold a current New Zealand mobile number;
- (c) Hold a current and valid New Zealand driver's licence; and
- (d) Be at least 18 years of age at the time of entry.
- 2.2 Employees, contractors, and directors of Waitomo Group Limited, its related companies, agencies, and their immediate families are not eligible to enter.
- 2.3 By entering the Competition, you confirm that you meet the above eligibility criteria.

3. COMPETITION PERIOD

- 3.1 The Competition will run from 20 December 2025 to 20 March 2026 ("Competition Period").
- 3.2 Video submissions ("Entries") will be accepted from 20 December 2025 until 11:59pm on 20 February 2026 ("Submission Period").
- 3.3 Winners will be selected on 27 February 2026.
- 3.4 The Waitomo Summer Anthem music video featuring selected Entries is intended to be released on 20 March 2026 (subject to change at Waitomo's discretion).

4. HOW TO ENTER (GIVEAWAY INSTRUCTIONS)

- 4.1 To enter the Competition during the Submission Period, eligible entrants must:
- (a) Create a video that meets the Video Eligibility criteria in clause 5;
- (b) Upload the video via the Waitomo Summer Anthem competition page at: www.youvebeenchosen.co.nz; and
- (c) Complete all required fields on the entry form, including full name, email address, mobile number and confirmation of eligibility.
- 4.2 Entry is free, and no purchase is necessary to participate in the Competition.
- 4.3 Each eligible entrant may submit one video entry/entries.
- 4.4 Waitomo is not responsible for:
- (a) late, lost, misdirected or incomplete entries; or
- (b) any technical malfunctions, network issues or failures of any kind that may affect entry submission.

5. VIDEO ELIGIBILITY (CONTENT REQUIREMENTS)

- 5.1 For video submissions to be eligible, they must meet the following criteria:
- (a) Comply with the Harmful Digital Communications Act 2015 and not contain any

harmful, abusive, offensive, defamatory, discriminatory, illegal or otherwise inappropriate content;

- (b) Showcase "Kiwi summer" (for example, New Zealand summer locations, activities, or moments that reflect a New Zealand summer experience);
- (c) Be the entrant's own original work and not infringe any third-party rights, including copyright, privacy, or moral rights; and
- (d) Include the consent of any person who appears in the video.

5.2 Videos must not contain:

- (a) nudity, sexually explicit content, or excessive violence;
- (b) illegal activities or unsafe behaviour; or
- (c) any content that could reasonably be considered offensive or inappropriate for general public viewing.
- 5.3 Waitomo may, at its sole discretion, disqualify or refuse to use any Entry that does not comply with these Video Eligibility requirements.

6. PRIZE DETAILS

- 6.1 The prizes are as follows:
- (a) A share of NZD \$26,000 worth of fuel (the size of each winner's share will be determined by:
 - (i) the number of eligible submissions received; and
- (ii) the number of videos selected for inclusion in the Waitomo Summer Anthem music video); and
- (b) A NZD \$5 Moolah redemption on the Waitomo App for every eligible video submission that complies with these Terms and Conditions.
- 6.2 The winner of the grand prize will also receive one (1) prize pack from the five (5) advertised prize packs associated with the Competition. The winner may choose only one of the advertised prize packs.
- 6.3 As an alternative to selecting one of the advertised prize packs, the winner may choose to receive a cash alternative (to the value of the lowest costing "grand prize). The cash alternative value will be communicated to the winner at the time of notification and will replace the prize pack entirely.
- 6.4 The method and form of the "fuel" prize (for example, fuel vouchers, Moolah credits or similar) will be determined by Waitomo and communicated to winners.
- 6.5 Prizes are not transferable, exchangeable, or redeemable for cash, except where the cash alternative is selected in accordance with clause 6.3.
- 6.6 Use of any fuel voucher, Moolah credit or similar is subject to the relevant terms of use, including any expiry dates and conditions set by Waitomo.

7. WINNER SELECTION PROCESS

- 7.1 The winners will be selected through a video review by the Waitomo Marketing team on or around 27 February 2026.
- 7.2 Winning videos will be selected based on, but not limited to, the following criteria:
- (a) Relevance to "Kiwi summer";

- (b) Creativity; and
- (c) Uniqueness.
- 7.3 The number of winning entries and the allocation of the NZD \$26,000 fuel prize pool will be determined by Waitomo at its sole discretion.
- 7.4 The Waitomo Marketing team's decisions regarding winner selection are final and no correspondence will be entered into.

8. WINNER NOTIFICATION AND REDEMPTION PROCESS

- 8.1 Winners will be notified via email using the contact details provided on their entry form within one (1) week (7 days) of the winner selection date.
- 8.2 To redeem their prize, winners may be required to:
- (a) respond to the notification email confirming acceptance of the prize;
- (b) provide proof of identity, age, and eligibility (including a valid New Zealand driver's licence);
- (c) provide any additional information reasonably requested by Waitomo to arrange prize fulfilment; and
- (d) agree to be identified as a winner and to participate in reasonable promotional activities relating to the launch of the Waitomo Summer Anthem music video, including use of their name, likeness, and entry content.
- 8.3 If a winner does not respond within 10 working days of the first notification attempt, cannot be contacted, or is found to be ineligible, Waitomo reserves the right to:
- (a) forfeit the prize; and
- (b) select an alternative winner.
- 8.4 Moolah redemptions for eligible video submissions will be applied to the Waitomo App account associated with the entrant's details, within a reasonable timeframe after validation of eligibility.

9. RIGHTS TO USE ENTRY CONTENT

- 9.1 Entrants do not retain ownership of the copyright in their video submissions, subject to the licence granted to Waitomo in clause 9.2.
- 9.2 By submitting an entry, entrants grant Waitomo a perpetual, royalty-free, worldwide, non-exclusive licence to:
- (a) use, edit, adapt, reproduce, publish, broadcast, communicate and distribute the Entry (video & content), in whole or in part; and
- (b) use the entrant's name and likeness, for the purposes of the Competition, the Waitomo Summer Anthem music video, and any associated marketing, promotion, or publicity, in any media now known or developed in the future.
- 9.3 Entrants acknowledge and agree that they will not be entitled to any payment or further compensation (beyond any prize awarded) for Waitomo's use of their Entry.
- 9.4 Entrants waive, to the fullest extent permitted by law, any moral rights they may have in the Entry in favour of Waitomo.

10. PRIVACY AND PERSONAL INFORMATION

10.1 By entering the Competition, entrants consent to the collection, use, and disclosure of their personal information by Waitomo for the purposes of:

- (a) administering the Competition;
- (b) contacting entrants in relation to the Competition; and
- (c) providing prizes to winners.
- 10.2 Personal information will be handled in accordance with the Privacy Act 2020 and Waitomo's Privacy Policy, available at: https://www.waitomogroup.co.nz/waitomoapp-privacy-policy.
- 10.3 Entrants may request access to, and correction of, their personal information by contacting Waitomo at app@waitomogroup.co.nz.

11. LIABILITY

- 11.1 To the fullest extent permitted by law, Waitomo, its related companies and agencies will not be liable for any loss, damage, or injury (including indirect or consequential loss) suffered or sustained in connection with the Competition or any prize.
- 11.2 Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the New Zealand Consumer Guarantees Act 1993 or any other applicable law that cannot be excluded.

12. DISQUALIFICATION

- 12.1 Waitomo may, in its sole discretion, disqualify any entrant or entry that:
- (a) does not comply with these Terms and Conditions;
- (b) contains content that is inappropriate, offensive or unlawful;
- (c) is incomplete, incorrect or misleading; or
- (d) involves tampering with the entry process or any other form of misconduct.

13. CHANGES, SUSPENSION OR CANCELLATION

- 13.1 Waitomo reserves the right to amend these Terms and Conditions, or to suspend, vary or cancel the Competition, at any time if it considers it reasonably necessary to do so.
- 13.2 Any changes will be notified via the Waitomo website at www.youvebeenchosen.co.nz or via other suitable communication channels.

14. GENERAL

- 14.1 By submitting an Entry, entrants are deemed to have read, understood, and accepted these Terms and Conditions.
- 14.2 If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 14.3 These Terms and Conditions are governed by the laws of New Zealand, and entrants submit to the exclusive jurisdiction of the New Zealand courts.

15. CONTACT

15.1 For any questions regarding the Competition, please contact Waitomo at:

Email: app@waitomogroup.co.nz

Phone: 0800 922 123

