

Activata – Quick Chat Terms and Conditions

1. The Promoter of this Promotion is Activata Limited.
2. Information on how to enter the Promotion forms part of these terms and conditions. Entry into this Promotion is deemed acceptance of these terms and conditions.
3. The Promotion is “Win a \$200 Bonfire Gift Mastercard” (Promotion).
4. The promotion commences on 15 July 2022 and runs through until 23:59 on 30 September 2022.
5. To be eligible to win the \$200 Bonfire Gift Mastercard you must have booked an appointment and had a discussion with an Activata paytech specialist regarding your paytech equipment requirements.
6. The Promotion applies to Activata customers based in New Zealand who received an Activata email containing an invitation to book and paytech appointment.
7. Employees of Activata Prepay Limited or Card Works Limited, or related companies, agencies associated with this Promotion, and their immediate families, are ineligible to enter.
8. The Prize winner will be drawn within 3 business days after 30 September 2022 by random electronic selection from all valid entries. The first eligible winner drawn will win the Prize.
9. The prize consists of a \$200 Bonfire Gift Mastercard.
10. The Prize cannot be redeemed for cash.
11. The winner will be notified by phone and email.
12. If you are selected as a winner, Activata Prepay Limited will make reasonable efforts to notify you of your selection within 5 days of the draw using your contact details provided. You must confirm your acceptance of the Prize within 5 days of being notified. If for any reason Activata are unable to make contact with you within that period, or you do not confirm your acceptance of the Prize in accordance by this deadline, then the Prize will be forfeited and another winner drawn in your place on the same terms and conditions as the original draw.

13. Activata Prepay Limited is not responsible if a winner cannot be contacted following the Prize draw due to incorrect or out of date contact details.
14. Activata Prepay Limited reserves the right to verify the identity of an entrant (including an entrant's identity, place of employment and that a gift card was received from the employer), to verify the validity of entries and to disqualify any entry or refuse to award the Prize where false or misleading details have been given by an entrant, or an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these Terms and Conditions.
15. In the event of a dispute concerning any aspect of the Promotion, including eligibility, the decision of the Promoter will be final and no correspondence will be entered into.
16. By entering the Promotion, you agree to the use of your name for publicity and promotional purposes in connection with this Promotion, without compensation.
17. The winners have rights under the New Zealand Consumer Guarantees Act 1993 which cannot be excluded or limited by the Promoter. These rights include statutory guarantees that any goods provided by the Promoter will be of acceptable quality and fit for purpose, and that any services provided by the Promoter will be rendered with due care and skill. These terms and conditions do not, and do not intend to, exclude or limit those statutory rights in any way. However, to the extent that is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, under laws other than the Consumer Guarantees Act 1993 regarding the quality or suitability of the Prize awarded as part of this Promotion and will not be responsible for breach of such representations or warranties.
18. Subject to any applicable laws which cannot be excluded, the Promoter, its employees and agents will not be liable for any loss, damage or injury of any nature incurred or suffered by any person (including but not limited to direct or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with this Promotion or with winning, redeeming or benefiting from the prize.
19. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of Entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, acts of government, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.

20. The Promoter is not responsible for entries that are late, misdirected or lost and takes no responsibility for any entries not lodged correctly.
21. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the Promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities.
22. The Promoter is not responsible for any tax implications arising from the winner winning the Prize. Winners should seek independent financial advice.
23. For any questions regarding this Promotion contact the Promoter – marketing@activata.co.nz