



**FREE LOW E UPGRADE
Terms and Conditions**

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The promotion is open to New Zealand residents. Employees of the Promoter (Viridian Glass NZ) and any agency involved with this promotion, and the immediate families of such employees, are not eligible to enter. Immediate family includes the spouse, defacto spouse, child, parent or sibling.
3. The promotion commences at September , 2024 and closes at 30 September, 2024 ("Promotional Period").
4. To enter the promotion, during the promotional period the entrant must agree to purchase \$2500 or greater of Viridian Retrofit Double glazing for their home
5. Incomplete entries will be deemed invalid.
6. This is a one off promotion and will be available to all purchasers of \$2500 or more of Viridian RetroFit within the specified period
7. Purchasers will be advised of the value of the Free Offer at the time of sign-up
8. The promotion is for EnergySaver with a value determined by the number of and size of windows agreed to by the purchaser in the purchase/ sale. The offer is not transferable, changeable or redeemable for cash.
9. In the event that the Free Offer is not collected within 60 days of the purchase, Viridian reserves the right to redraw the offer under the original terms of the promotion.
10. Once awarded, Viridian Glass is not liable for any part of the offer that has been lost, stolen, forged, damaged or tampered with in anyway.
11. In the event that the promotional offer becomes unavailable for any reason beyond Viridian Glass' control, Viridian may in its sole discretion decide to provide an alternative Low E product.
12. Neither Viridian nor any other entity associated with this promotion will be responsible for any late, lost, misdirected, corrupted, incomplete or incorrectly submitted purchase

agreements, including but not limited to those not received due to technical problems or human error. The time entries are deemed to be made will be the time the signed purchase agreement is received, not the time the signed purchase agreement is submitted by an entrant.

13. Viridian reserves the right to disallow entries in its absolute discretion and without giving reasons.
14. Viridian may share entrant information, including name and contact details, with other persons or entities that assist in running the promotion.
15. Viridian reserves the right, at any time, to verify the validity of a sale and determine the eligibility of the purchaser (including a purchaser's identity and age) and to disqualify any sale or refuse to complete the offer where false or misleading details have been given by a purchaser, or where a purchaser has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
16. By entering this promotion, entrants agree to the use of their names, photographs, and likeness for promotional/advertising purposes without charge, and agree to make themselves reasonably available for this purpose. The ensuing copyright will rest with the Viridian, without any claim to compensation from the entrants.
17. The Free Offer will be presented at a time and place arranged by Viridian.
18. Purchasers acknowledge and agree that he or she will comply with all instructions given by employees of Viridian and other agencies associated with this promotion and agree not to do anything that may bring Viridian into disrepute.
19. Purchasers agree that as a condition of receiving the offer, he or she may be required to execute a waiver and indemnity in the form provided by Viridian.
20. If an entrant cannot accept the Free Offer for any reason, that Free Offer will be void and no compensation will be payable.
21. Failure by Viridian, to enforce any of its rights at any stage does not constitute a waiver of those rights.
22. All decisions made by Viridian, its employees or agents are final and no correspondence will be entered into.
23. Viridian may amend, suspend or cancel any aspect of the promotion at any time at its sole discretion.

24. Except for any liability that cannot be excluded by law, Viridian (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under Viridian's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected; (d) any variation in the offer; any tax liability incurred by a purchaser or entrant

25. As a condition of participating in the promotion, the purchaser indemnify Viridian, all organisers, sponsors and all other persons and organisations associated in any way with the promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which an entrant may incur arising out of their participation in the promotion and/or the travel and tour associated with it, howsoever caused.

26. Viridian collects and holds personal information provided by entrants for the purposes of this promotion, and to advise details of further promotions by mail, email or texts. You will always be given the right to opt out of receiving further communications. Failure to provide requested personal information may disqualify a person from entering this competition. All personal information provided by entrants will be held by Viridian at the address specified in clause 27 below. Under the Privacy Act 2020, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email peter@roycroftbrown.co.nz

27. The Promoter is Viridian Glass New Zealand, 15 Waiouru Road, East Tamaki, Auckland 2013

