



DHL EXPRESS SHIP TO WIN PROMOTION

TERMS AND CONDITIONS

Entry

1. Information on how to enter and the prize forms part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter is DHL Express (New Zealand) Limited CN89145.
2. Entry is only open to the following (each, an "**Eligible Entrant**"):
 - A. Businesses operating in New Zealand that are existing business customers of the Promoter and that receive the email Direct Mailer ("eDM") from the Promoter inviting them to enter via the 'DHL Super Rugby, Ship to Win' Promotion website <http://shipping.dhl.co.nz/DHLSRPRegistration> ("**Existing Business**");
 - B. Businesses that satisfy each of the following criteria: the business must be operating in New Zealand, it must be currently shipping goods internationally, it must not be an existing customer of the Promoter, it must not already have a DHL Express New Zealand Business account, and it must be able to open an account with the Promoter as per the Promoter's internal account opening guidelines ("**New Account Business**"); or
3. To enter, an authorised representative of an Eligible Business must, during the Promotional Period, follow the link provided within the eDM or Social advertisements on Facebook, Instagram or Google (as applicable), follow the prompts to the promotion entry page, input the requested details in order to register their Eligible Business, submit the fully completed online entry form and ship an international shipment during Promotional Period. Each shipment sent during the Promotional Period is equivalent to one (1) entry to the Prize Draw.
4. All entrants or, in the case of companies, representatives of entrants, must be 18 years and over at the date of the application.
5. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this Promotion are ineligible to enter.
6. Promotion commences at 9am (NZST) on 01/04/2022 and final entries close at 5.00pm (NZST) on 31/05/2022 ("**Promotional Period**"). No further entries will be accepted after closing.
7. This Promotion consists of three parts: a "**VIP Prize Draw**", a "**40% Discount Promotion**" and a "**30% Discount Promotion**".

Prize

Part 1 – VIP Prize Draw

8. A DHL Express account holder may only enter into the Draw component of this Promotion. To enter the Draw, a DHL Express account holder must ship during the Promotional Period. Each import and export shipment sent during the Promotional Period is equivalent to one (1) entry into the Draw.
9. The Draw will take place at DHL Express, 16 Laurence Stevens Drive, Auckland Airport, Auckland, New Zealand on 06/06/2022 ("**Draw Date**"). The winning Eligible Entrant will be notified in writing via email and by telephone within two (2) business days of the Draw Date. The Promoter's decision is final and no correspondence will be entered into.
10. The first valid entry drawn by the Promoter on the Draw Date will win 2x Match tickets to a DHL Super Rugby Pacific match in the 2022 season, including food & beverages, hosted by DHL Express. A behind the scenes tour of the match stadium and a meet and greet with DHL Super Rugby Players (the "**Draw Prize**").
11. The Draw Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
12. If the VIP Prize is unable to go ahead due to Covid-19 restrictions (i.e. due to player / public restrictions, the behind the scenes tour and meet and greet may be cancelled) the promoter and New Zealand rugby will work with the prize winner to determine a new date and time in the 2023 season.
3. A second draw for the Draw Prize, if unclaimed, may take place on 08/06/2022 ("**Unclaimed Prize Draw Date**") at the same place as the original draw, subject to any written directions from a regulatory authority. The winner, if any, will be notified in writing via email and by telephone within two (2) business days of the Unclaimed Prize Draw Date.

Part 2 - 40% Discount Promotion

A New Account Businesses may only enter into the DHL 40% Discount Promotion. For a New Account Business to enter into the DHL 40% Discount Promotion and become entitled to the 40% discount:

- A. An authorised representative of the New Account Business must, during the Promotional Period, register via the Promotion website <https://shipping.dhl.co.nz/DHLsuperrugbypacificFB>, <https://shipping.dhl.co.nz/DHLsuperrugbypacificIG> or <https://shipping.dhl.co.nz/DHLsuperrugbypacificMedia>, follow the prompts to the Promotion entry page, input the requested details and submit the fully completed online entry form in order to register their business during the Promotional Period, and open a DHL Express New Zealand account number (within the Promotional Period).
- B. The 40% discount will be applied to the international shipments the New Account Business completes upon opening their DHL account. The discount is 40% off DHL Express New Zealand Published Tariff rates as at 01 January 2022.

- **Cost:** Discount is applied to the current DHL Express 2022 Published Tariff rates.

- **Existing Account:** The Discount cannot be used on an existing customer account. Only applicable to new account customers opened during the Promotional Period.
- **Weight / Dimensions:** Must not exceed 70kg or 120cm (either in Length, Width or Height)
- **IB / OB:** Includes export **outbound** and import **inbound** shipments
- **Products:** documents or non-documents
- **Domestic / International:** Only **International** shipments
- **Duties and Taxes:** Shipper is responsible for all duties & taxes incurred at origin or destination including export entry fee, government taxes etc

Part 3 – Online (MyDHL+) Cash Discount Promotion – 30%

4. A New Cash Business does not qualify to enter into the VIP Prize draw and may only enter into the Discount Promotion. For a New Cash Business to enter into the Discount Promotion and become entitled to the Discount:
 - A. The New Cash Business can retrieve the 'up to 30% off' code from the promotional website
<https://shipping.dhl.co.nz/DHLsuperrugbypacificFB>,
<https://shipping.dhl.co.nz/DHLsuperrugbypacificIG> or
<https://shipping.dhl.co.nz/DHLsuperrugbypacificMedia>
 - B. The New Cash Business must enter the promotional code RUGBY30 into the MyDHL+ website, after they have prepared their shipment booking and
 - C. An authorised representative of the New Cash Business must send a shipment during the Promotional Period. The Discount can only be applied to the first shipment sent during the Promotional Period.
5. Only **one** Discount is permitted per new customer. The Discount may only be used on one shipment and is only valid on MyDHL+.
 - **Cost:** Discount is applied to the current DHL Express 2022 Published Tariff rates.
 - **Existing Account:** The Discount cannot be used on an existing customer account. Only applicable to new cash customers.
 - **Weight / Dimensions:** Must not exceed 70kg or 120cm (either in Length, Width or Height)
 - **IB / OB:** Only for export **outbound** shipments from NZ
 - **Products:** documents or non-documents
 - **Domestic / International:** Only **International** shipments
 - **Duties and Taxes:** Shipper is responsible for all duties & taxes incurred at origin or destination including export entry fee, government taxes etc
 - **Countries / Zones:** The Discount amount may vary on trade lanes. Maximum Promo is up to 30% off.
 - **Expiry Date:** 31 May 2022

General

1. All applications will be processed at DHL Express, 16 Laurence Stevens Drive, Auckland Airport, AKL 2022 New Zealand. Approved applicants will be notified in writing via email or by telephone from a DHL Staff Member. The Promoter's decision is final and no correspondence will be entered into.

2. Each Eligible Entrant and each individual that enters or attempts to enter this Promotion as authorised representative on behalf of an Eligible Entrant, consents to being contacted by DHL between 01/04/2022 and 30/06/2022 and confirms that they have the necessary consent of other employees and staff of the Eligible Entrant to being contacted by DHL between 01/04/2022 and 30/06/2022.
3. All Shipments must be in accordance with and are subject to DHL EXPRESS TERMS AND CONDITIONS OF CARRIAGE available at <https://mydhl.express.dhl/nz/en/legal/terms-and-conditions.html>
4. Representatives of Eligible Entrants who enter the Promotion, consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. All entries become the property of the Promoter.
5. SUBJECT TO ANY WRITTEN DIRECTIONS FROM A REGULATORY AUTHORITY, THE PROMOTER MAY MODIFY, SUSPEND, EXTEND, TERMINATE OR CANCEL THE PROMOTION AT ANY TIME, IF THE PROMOTER DETERMINES THAT THERE ARE GROUNDS FOR DOING SO, IN ITS DISCRETION. Without limiting the foregoing, this may include where this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated, including but not limited due to technical difficulties, unauthorised intervention or fraud.
6. Subject to any written directions from a regulatory authority, the Promoter reserves the right, in its discretion, to the fullest extent permitted by law to disqualify any Eligible Entrant or entrant if the promoter determines that there are grounds for doing so. Without limiting the foregoing, the Promoter reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entrant if they submit an entry that is not in accordance with these Terms and Conditions or tamper with the entry process, or if there is fraud in connection with an entry. Errors and omissions may be accepted at the Promoter's discretion. Incomplete or illegible entries will not be eligible for this Promotion, and incomplete or indecipherable entries will be deemed invalid, unless the Promoter exercises their discretion. Failure by the Promoter to enforce any of its rights, or the rules of this Promotion, at any stage does not constitute a waiver of those rights or rules.
7. Any cost associated with accessing the promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.
6. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Law Act 2010 (Cth), or Consumer Guarantees Act 1993 (NZ), or Fair Trading Act 1986 (NZ), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of New Zealand, which are not capable of being limited, excluded or modified at law ("**Non-Excludable Guarantees**"). EXCEPT FOR ANY LIABILITY THAT CANNOT BY LAW BE EXCLUDED, INCLUDING THE NON-EXCLUDABLE GUARANTEES, THE PROMOTER (INCLUDING ITS RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS) IS NOT

RESPONSIBLE FOR AND EXCLUDES ALL LIABILITY (INCLUDING NEGLIGENCE) IN CONNECTION WITH THIS PROMOTION. Without limiting the foregoing, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability for any personal injury; or any loss or damage (including loss of opportunity, breach of confidence, breach of privacy); whether direct, indirect, special or consequential, arising in any way in connection with this Promotion including without limitation: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter'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 (whether or not after their receipt by the Promoter); (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Entrant or their Business; or (f) use of the Prize.

8. The Promoter collects personal information of authorised representatives of Eligible Entrantes in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and, as required, to New Zealand regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the authorised representative. The DHL privacy policy available at <https://www.dhl.com/nz-en/home/footer/local-privacy-notice.html> contains information about how an individual or entrant may access their personal information which is held by DHL and seek the correction of such information, as well as how the relevant individual may complain about a breach of the New Zealand Information Privacy Principles, and how DHL will deal with such a complaint