

CMC MARKETS NZ LIMITED X THE BLUES SPONSORSHIP VIP GIVEAWAY PROMOTION (May 2025) TERMS AND CONDITIONS

Introduction

1. These terms and conditions ("**Terms**") form the basis of the CMC Markets NZ Limited x The Blues Sponsorship VIP Giveaway Promotion (May 2025) ("**Promotion**"). Entry into this Promotion constitutes acceptance of these Terms.
2. Blues Limited Partnership (registration number 2582082) of 32 Campbell Crescent, Auckland 1051 ("**Blues Rugby**") and CMC Markets NZ Limited (company number 1705324) of Level 39, 23 Albert Street, Auckland 1010 ("**CMC Markets NZ**") are each promoters of this Promotion ("**Promoters**").

Promotion Period

3. The Promotion will open on **12:01AM NZST on 12 May 2025** and ends on **11:59PM NZST on 23 May 2025** ("**Promotion Period**").
4. The Promoters reserve the right to delay, shorten, extend or otherwise amend the duration of the Promotion Period without notice.

Conditions of Eligibility

5. Entry is open to New Zealand residents, excluding:
 - (a) persons under 18 years of age;
 - (b) management, employees and contractors of a Promoter or a related party of a Promoter and their immediate family members;
 - (c) management, employees and contractors of SANZAR Pty Limited (Australian Business Number 31 069 272 304) or any other entity responsible for managing the 'Super Rugby Pacific' competition and their immediate family members; and
 - (d) management, employees and contractors of other agencies, firms or companies associated with this Promotion and their immediate family members.Each person who satisfies the eligibility criteria contained in this clause 5 is an eligible entrant ("**Eligible Entrant**").
6. To be eligible to be selected as a winner, an Eligible Entrant must, during the Promotion Period:
 - (a) access the entry form through the link provided by the Blues Rugby electronic direct mail campaign and/or Blues Rugby social media pages which Eligible Entrants will receive at the start of the Promotion Period ("**Entry Form**");
 - (b) provide a full response to the following prompt: *"Describe why you love being a Blues fan"* ("**Prompt**");
 - (c) subject to an Eligible Entrant agreeing to the CMC Markets NZ Privacy Statement, located at <https://www.cmcmarkets.com/en-nz/privacy>, and to the use of their personal information by CMC Markets NZ, including for the purposes disclosed as the proposed use of such information, provide all requested personal details on the Entry Form; and
 - (d) read and consent to these Terms and any other relevant legal documentation as specified on the Entry Form; and
 - (e) complete and submit the Entry Form.
7. The Promotion is limited to one response per Eligible Entrant.

The Promotion

8. On **26 May 2025**, or on any other date following the expiry of the Promotion Period chosen by the Promoters at their absolute discretion, one Eligible Entrant will be selected as the winner based on their response to the Prompt and will be eligible to receive the Prize (as defined in clause 12, below) (the "**Winner**"). The responses of the Eligible Entrants will be judged by a representative of CMC Markets NZ in their absolute discretion on a criteria of creativity, literary merit, suitability and originality.
9. The Promotion which an Eligible Entrant may enter is a game of skill, and chance plays no part in determining the Winner.
10. The selection of the Winner in this Promotion is final and binding and no correspondence will be entered into.
11. The Winner will be contacted in writing by Blues Rugby on 26 May 2025 using the email address provided on the Entry Form.

12. The Winner will receive one prize as part of the Promotion ("**Prize**"), with a total prize pool worth approximately NZD4,300.00, which is comprised of:
 - (a) two nights at Fable Auckland (located at 58 Queen Street, Auckland CBD 1011, New Zealand) on 30 and 31 May 2025, with breakfast and valet parking included;
 - (b) a food and beverage voucher to Queens Rooftop & Wineshop (located at Level 21/1 Queen Street, Auckland 1010, New Zealand) worth NZD200.00;
 - (c) a voucher to East Day Spa Auckland (located at The Grand By Skycity, 90 Federal Street, Auckland 1010, New Zealand) worth NZD500.00;
 - (d) a Blues 'Captain's Run' and morning tea for the Winner and a travelling companion on 31 May 2025;
 - (e) two Blues Marvel Merchandise packages together worth NZD2,000.00; and
 - (f) two tickets to the Blues Premier Lounge to watch the Blues v Waratahs Super Rugby Pacific match on 31 May 2025 at Eden Park (located at 42 Reimers Avenue, Kingsland, Auckland 1010, New Zealand), including a food and beverage allowance and the opportunity for the Winner and a travelling companion to stand on the field for player run out.
13. All costs associated with any part of the Prize which are not expressly listed, including transportation, additional spending money, passport and visa costs, transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the Winner. Any alteration or extension must be approved in advance by the Promoters and will be at the expense of the Winner and/or travelling companion.
14. The Prize does not include any airfares or any other transportation to or from Auckland. The Winner and their travelling companion will be solely responsible for any transportation necessary to enjoy the Prize and for ensuring they have all necessary travel insurance and documents to travel to the relevant location (including any passports and visas).
15. The Prize cannot be transferred, exchanged or redeemed for cash, other prizes or any other value. The Promotion cannot be used in conjunction with another promotion.
16. It is a condition of accepting the Prize that the Winner and their travelling companion must comply with all the conditions of use of the Prize and each Promoter's requirements.
17. Prize values are based upon the recommended retail prices at the time of printing or publication of these Terms (inclusive of GST). The Promoters accept no responsibility for any change in Prize value between now and the ultimate Prize redemption date.
18. In the event that, for any reason whatsoever, a Winner does not take an element of the Prize at the time stipulated by the Promoters, then that element of the Prize will be forfeited by the Winner and cash (or any substitute prize) will not be awarded in lieu of that element of the Prize. If the forfeited element of the Prize impacts the ability of the Winner to accept any other elements of the Prize, such other elements of the Prize may be forfeited as a result.
19. The Promoters are not responsible for the cancellation, delay or rescheduling of any part of the Prize and any resulting costs incurred by the Winner or any travelling companion will be the responsibility of the Winner and/or travelling companion. The Winner is responsible for ensuring that they and any travelling companion are fit to travel, comply with any health or government requirements and have received appropriate immunisations and/or health checks prior to taking the Prize.
20. Once the Prize has left the Promoter's premises, the Promoters take no responsibility for the Prize being damaged, delayed or lost in transit.
21. The Promoters reserve their right to substitute the Prize for an alternative prize of equal or similar value, in the event that, the Prize is not available due to circumstances outside of either Promoter's control.
22. The Promoters reserve the right to refuse to allow a Winner to take part in any or all aspects of the Prize, if either Promoter determines, in their absolute discretion, that a Winner is not in the mental or physical condition necessary to be able to safely participate in the Prize. It is a condition of accepting the Prize that the Winner may be required to sign a legal release in a form determined by either Promoter in their absolute discretion.
23. Incomplete, illegible and incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win.
24. Any Eligible Entrant who, in the opinion of the Promoters, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
25. It is a condition of taking the Prize that the Winner must, if requested to do so by either or both Promoters, sign and return documents relating to their eligibility to enter (including ownership of entry), statement of compliance with relevant terms and conditions, any relevant legal documents, and/or a release of either or both Promoter's liability in taking the Prize.

Legal

26. All persons taking part in the Promotion, to the maximum extent permitted by law, release from, and indemnify CMC Markets NZ against, all liability, cost, loss or expense arising out of or in connection with the Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to any negligent act or omission or otherwise.
27. No responsibility will be accepted by the Promoters for lost, late, incomplete, illegible, or misdirected entries. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Neither Promoter is responsible for technical difficulties with the entry mechanism and neither Promoter warrants that the entry mechanism will be available at all times during the Promotion Period.
28. If for any reason the Promotion is not capable of running as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of CMC Markets NZ, which corrupt or affect the administration, security, fairness or integrity or proper conduct of the Promotion, CMC Markets NZ reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or otherwise is determined ineligible in CMC Markets NZ's sole discretion, or to take any action that may be available, or to cancel, terminate, modify or suspend the Promotion subject to any direction given by a government authority or under any government regulation.
29. Neither Promoter accepts responsibility for any tax liabilities that may arise from winning the Prize.
30. By entering this Promotion:
 - (a) Eligible Entrants agree to assign all rights in their entry to the Promoters and consent to the Promoters (or the agencies/companies associated with the Promoters) using the entry in any manner a Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) in marketing, advertising and promotional materials, on the Promoters' websites and social media platforms or in any other manner as determined by the Promoters, without payment to the Eligible Entrant (of royalties, compensation or otherwise) on a perpetual, world-wide and irrevocable basis; and
 - (b) if requested, Eligible Entrants agree to declare to the Promoters all past, current or potential conflicts of interest (if any) or any serious social misconduct or behaviour that in a reasonable person's opinion would compromise the integrity or diminish the good name and reputation of the Promoters or their products, brands, is contrary to law or otherwise inappropriate.
31. These Terms are dated **2 May 2025**.

Use of Personal Information

32. By entering the Promotion, the Eligible Entrant understands and agrees that CMC Markets NZ may use the details provided on the Entry Form, including but not limited to name, phone number, email and/or postal address for CMC Markets NZ's marketing and communication purposes. Any personal information Eligible Entrants provide will be handled in accordance with CMC Markets NZ Privacy Statement at <https://www.cmcmarkets.com/en-nz/privacy>.
33. Information about Eligible Entrants is used by the Promoters to assess and process registration in the Promotion. If an Eligible Entrant does not provide the required information, the Promoters cannot process the registration and the Eligible Entrant's entry will not be valid. All entries become the property of each Promoter and will be entered into a database. Information emanating from the Eligible Entrant's participation in the Promotion is used by the Promoters, and their agencies associated with this Promotion, for the determination of the Winner and distribution of the Prize, if any, awarded to an Eligible Entrant.
34. A request to access, update or correct any personal information should be directed to each Promoter.
35. Eligible Entrants consent to publishing their name in the results section of the Blues Rugby website or any other digital channels of each Promoter. Neither Promoter will be held responsible for any loss of reputation, status or otherwise in connection with an Eligible Entrant's entry into the Promotion.
36. Eligible Entrants consent to the Promoters using the Eligible Entrant's name, likeness, image and/or voice (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 either Promoter.

Risk Warning

37. Please note that derivative products carry significant risk and you could lose more than your deposits. You do not own or have any interest in the underlying assets. Consequently, you should consider your objectives, financial situation and needs before making any decision about whether to acquire derivative products. Seek independent advice and consider our Terms and Conditions of Trading, Product Disclosure Statement and Other Material Information at <https://www.cmcmarkets.com/en-nz/legal-documents>.