

Mercedes-Benz Electric Drive Promotion Terms and Conditions

DEFINITIONS

1. **"Prize"** means the Prize described in clauses 6 - 11 of the Terms and Conditions.
2. **"Promotion"** means this competition run by the Promoter in respect of the Prizes.
3. **"Promoter"** means Mercedes-Benz New Zealand Limited of Level 3, 277 Broadway, Auckland 1010, New Zealand.

ELIGIBILITY

1. To be eligible, entrants must be New Zealand residents aged 18 years or over. It is the responsibility of the winner to ensure that they have the necessary requirements, such as full NZ driver's license.
2. Employees (and their Immediate Family Members) of the Promoter, Mercedes-Benz Financial Services New Zealand Limited, and authorised Mercedes-Benz retailers and agencies associated with this Promotion are ineligible to enter. Employees of other automotive manufacturers, importers, distributors, or retailers are also ineligible to enter.

HOW TO ENTER

3. The Promotion commences at 9:00 am on 11th November 2024 and ends at 6:00 pm on 31st December 2024 ("Promotion Period"), unless extended.
4. To enter the Promotion, entrants must, during the Promotion Period, complete a service or repair visit at any authorised Mercedes-Benz dealership in New Zealand.
5. Each entrant is only eligible for one entry per individual, regardless of the number of services or repairs completed.

PRIZE

6. One Prize is available to be won at each participating dealership.
7. The Prize is an **all-electric Mercedes-Benz vehicle for 3 days in 2025**, provided by Mercedes-Benz New Zealand. The Prize is not transferable; if the winner is unable to use the Prize within the validity period, it will be forfeited. The winner must both be over the age of 18 and hold a full NZ driving license.
8. The vehicle must be collected and returned to the participating dealership where the service/repair has been completed.
9. The prize must be taken as offered. It is non-refundable, non-transferable, and not exchangeable for cash or other services. If a Prize (or part of a Prize) is unavailable, the Promoter, at its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize of equal value and/or specification, subject to any written directions from a regulatory authority.
10. Prizes are valid until 30 September 2025 and are subject to vehicle availability. Winners must redeem the Prize within the validity period.
11. The Promoter is not liable for any other additional costs associated with winning the Prize. The winner will be responsible for any additional expenses, including

transportation to and from the dealership, fuel, taxes, and any other expenses related to the use of the vehicle.

THE PRIZE DRAW

12. The Prize draw will take place at each participating dealership on or before 31st of January 2025.
13. Winners will be notified by their dealership via email or phone call. If a winner cannot be contacted, does not claim the Prize, or cannot confirm their adherence to these Terms and Conditions on or before 28th February 2025, the winner will be deemed to have forfeited the Prize, and a subsequent winner will be drawn.
14. If this competition is interfered with in any way or is not capable of being conducted as planned due to reasons beyond the Promoter's reasonable control, the Promoter reserves its rights to disqualify any entrant or to modify, suspend, terminate, or cancel the competition, to the extent permitted by law.
15. The Promoter and its associated agencies will not be liable for any loss, including, without limitation, indirect, special, or consequential loss or loss of profits, expense, damage, personal injury, or death suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any Prize, except for any liability that cannot be excluded by law (in which case that liability is limited to the maximum extent permitted by law).

GENERAL TERMS AND CONDITIONS

16. Information on eligibility, how to enter, Prizes, and draw form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
17. Entrants are responsible for ensuring that any information provided as part of their entry is complete and correct. Incomplete, incorrect, indecipherable, illegible, or late entries will be invalid.
18. Entrants consent to the Promoter using the entrant's entry content, and/or the entrant's name, likeness, image, and/or voice in the event that they are a winner (including photograph, video, and/or audio recording) 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.
19. Winners must produce proof of identity, age, and place of residence and agree to the dealership photographing their Drivers Licence for insurance purposes. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
20. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion and to the extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the Promotion, as appropriate.
21. Nothing in these Terms and Conditions limits, excludes, or modifies, or purports to limit, exclude, or modify, the statutory consumer guarantees under the Consumer Guarantees Act 1993 or similar consumer protection laws in New Zealand ("Non-Excludable Guarantees"). Except for any liability that cannot be excluded, including

the Non-Excludable Guarantees, the Promoter (including its officers, employees, and agents) is not responsible for and excludes all liability (including negligence), for any personal injury and any loss or damage (including loss of opportunity), whether direct, indirect, special, contingent, or consequential, arising in any way out of the following: (a) the Promotion; (b) any technical difficulties, equipment malfunction, access to or availability of websites and applications (whether or not under the Promoter's control); (c) any fraud, theft, unauthorized access, or third-party interference; (d) any entry or Prize claim that is late, lost, altered, damaged, or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (e) any variation in Prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) taking or use of all or part of a Prize (including without limitation any loss, damage, injury, or death resulting from an accident).

22. The Promoter collects personal information 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, which will be handled per the Promoter's Privacy Policy, available at www.mercedes-benz.co.nz. Entrants can request access and correction of their personal information by contacting mbnz_adapprovals@mercedes-benz.com.
23. If the entrant has consented (opted-in) to receive electronic commercial messages from the Promoter, the Promoter may, for an indefinite period, unless and until otherwise advised by an entrant to the contrary (e.g., through the use of an unsubscribe facility), use the entrant's personal information for promotional, marketing, publicity, research, and profiling purposes, including sending electronic commercial messages (e.g., email, SMS, MMS, and IM) or telephoning the entrant.
24. All entries become the property of the Promoter (including any intellectual property in an entry) and will not be returned.
25. The entrant releases and agrees to keep the Promoter indemnified and held harmless from any claim, cost, demand, tax, liability, or damage (including legal costs on a full indemnity basis) suffered or incurred by the Promoter arising out of the entrant's: (a) participation in the Promotion; (b) taking or use of all or part of a Prize; and (c) any claim by a third party arising from an act or omission by the entrant.
26. The Promoter is not liable for any failure to comply with these Terms and Conditions. If a provision in these Terms and Conditions is held to be illegal, invalid, void, voidable, or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable, or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions, and the rest of these Terms and Conditions remains in full force and effect.
27. These Terms and Conditions constitute the entire agreement between the entrant and the Promoter as to its subject matter. The Promoter's decision regarding all aspects of this Promotion is final,