

## Terms and Conditions of Yarder Grapple offer

The terms below apply to a limited period offer initiated by Brightwater Engineering Limited ("The Promotor") open for acceptance by you provided you conform with the following.

1. Information on how to enter the offer form part of these conditions. Entry into the offer is deemed acceptance of these terms and conditions.
2. The promotion is open to you provided you are a registered public or private New Zealand company, Charity, Joint Venture, partnership or Trust operating within New Zealand or a New Zealand resident. Employees of the Promoter, any agency involved with this promotion, and any overseas entity or an entity intending to export are not eligible.
3. The promotion commences at midday on 1 December 2024 and closes at 9pm on 31 January 2025 ("Promotional Period").
4. To enter the promotion, during the Promotional Period the entrant must agree to enter into a contract for the supply of a Yarder Grapple ("Purchase Order"). The Purchase Order will be for \$45,000 plus GST and subject to:-
  - a. the Brightwater Engineering Limited Standard Terms and Conditions of Sale as available at [www.brightwater.co.nz](http://www.brightwater.co.nz),
  - b. deposit payment at time of Purchase Order, and
  - c. the Yarder Grapple specifications information supplied with this offer.
5. Incomplete entry or any amendment to the terms of the Purchase Order will be deemed invalid.
6. This is a one off offer and is not available in conjunction with any other offer or promotion of the Promotor.
7. The offer is a free Milwaukee™ Cordless Grease Pack with each Purchase Order ([www.Milwaukee M18™ Cordless 2-Speed Grease Gun Kit M18GG-201B | Milwaukee Tool NZ](http://www.Milwaukee M18™ Cordless 2-Speed Grease Gun Kit M18GG-201B | Milwaukee Tool NZ)).
8. The offer has a value of \$NZ 1,000.00 and is not transferable, changeable or redeemable for cash.
9. The Promoter is not liable for any part of the offer that has been lost, stolen, forged, damaged or tampered with in anyway.
10. In the event that the offer becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative offer.
11. Neither the Promoter nor any other entity associated with this promotion will be responsible for any late, lost, misdirected, corrupted, incomplete or incorrectly submitted entry into the offer, including but not limited to entries not received due to technical problems or human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.
12. The Promoter reserves the right to disallow your entry in its absolute discretion and without giving reasons.
13. The Promoter may share entrant information, including your name and contact details, with other persons or entities that assist in running the promotion.
14. The Promoter reserves the right, at any time, to verify the validity of entries and determine your eligibility (including an entrant's identity and age) and to disqualify an entry or refuse to award the offer where false

or misleading details have been given by you, or where you have behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.

15. By entering this Promotion, you agree that we may use your name(s), photographs, and likeness for promotional/advertising purposes without charge, and agree to make yourself reasonable available for this purpose. The ensuing copyright will rest with the Promotor, without any claim to compensation from you.
16. You acknowledge and agree that you will comply with all instructions given by employees of the Promoter and other agencies associated with this promotion and agree not to do anything that may bring the Promotor into disrepute.
17. You agree that as a condition of receiving the offer, you may be required to execute a waiver and indemnity in the form provided by the Promoter.
18. If you cannot accept the offer for any reason, the offer will be void and no compensation will be payable.
19. Failure by the Promoter, to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. All decisions made by the Promoter, its employees or agents are final and no correspondence will be entered into.
21. The Promotor may amend, suspend or cancel any aspect of the promotion (including the offer) at any time at its sole discretion.
22. Except for any liability that cannot be excluded by law, the Promotor (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 the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or offer claim that is late, lost, altered, damaged or misdirected; (d) any variation in the offer; any tax liability incurred by a claimant or entrant; or (f) use of the offer.
23. As a condition of participating in the promotion, you agree to indemnify the Promoter, 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 you may incur arising out of their participation in the promotion, howsoever caused.
24. The Promoter 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 offer. All personal information provided by entrants will be held by the Promoter at the address specified herein. 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 to [products@brightwater.co.nz](mailto:products@brightwater.co.nz).