

PAY WITH ONLINE EFTPOS & WIN A PHONE

Promotion Terms and Conditions

1. The 'Pay with Online Eftpos and Win a Phone' promotion ("Promotion") is run by Paymark Limited ("Paymark") and is governed by these Promotion terms and conditions ("Terms").
2. The Promotion will commence on 1 October 2018 and will continue until 11.59pm on 31 December 2018 ("Promotional Period").
3. Online Eftpos is available as a form of payment by mobile bank app users of certain banks at certain retailers in New Zealand that use the Paymark payments network. Further information about Online Eftpos, retailers and bank partners is available at: <https://www.paymark.co.nz/products/online-eftpos/consumer/>
4. This Promotion is open to each consumer (excluding Paymark employees and contractors) that makes a payment using Online Eftpos during the Promotional Period ("Eligible Consumer"). Each Eligible Consumer will have their mobile phone number used for making the Online Eftpos payment automatically entered into a monthly prize draw to win a smartphone.
5. There are two smartphones to be won each month (October 2018, November 2018 and December 2018) during the Promotional Period.
6. The two winners for each month during the Promotional Period will be chosen from all Eligible Consumers using a random computer-generated draw. Each draw will take place at Paymark Limited, Level 2, 162 Victoria Street West, Auckland 1010 following the end of each month during the Promotional Period. Paymark may draw additional reserve entries and record them in order in case either of the first two entries drawn are invalid.
7. If a person has been selected as a winner one month then they are not eligible to win in any subsequent month during the Promotional Period.
8. Each winner will receive their choice of either an iPhone X or GalaxyNote9 valued at up to \$1,800 NZD. If the prize becomes unavailable for reasons beyond Paymark's control then Paymark may provide a substitute prize of its choice.
9. Paymark will notify the winner by phone using the mobile phone number used for making the Online Eftpos payment within 15 days of each prize draw date.
10. Each winner will have until 28 February 2019 to accept the prize and confirm selection of either an iPhone X or GalaxyNote9 or the prize will be forfeited.
11. The prize is not transferable, exchangeable or negotiable and not redeemable for cash.
12. Paymark reserves the right to cancel or amend the Promotion and these Terms at any time without prior notice.
13. Each winner that accepts the prize consents to Paymark's reasonable use of his or her name for publicity purposes including publishing on the Paymark website www.paymark.co.nz. The Paymark [Privacy Policy](#) shall apply to personal information collected and stored by Paymark in relation to this Promotion.
14. To the full extent permitted by law, neither Paymark nor any other party associated with the Promotion shall be liable for any loss or damage whatsoever (including, but not limited to direct, indirect, and or consequential loss) or personal injury suffered or sustained in connection with either participation in the Promotion or with any prizes offered, won or redeemed.
15. All taxes, insurances, transfers, spending money and other expenses as the case may be, unless specifically stated, are the sole responsibility of the recipient.
16. In the event of any dispute regarding these Terms, the Promotion, conduct, results and all other matters relating to this Promotion, the decision of Paymark shall be final and no correspondence or discussion shall be entered into.
17. These Terms shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the non-exclusive jurisdiction of the New Zealand courts.