

NZ Team x Kathmandu Supporter Range Competition

Competition Terms and Conditions – Game of Chance

COMPETITION DETAILS

Competition	To celebrate the launch of the Kathmandu Supporter's Range, we're giving away 2x supporter packs! Win the ultimate supporter pack.
Prize	Each supporter pack includes: 1 x Axon Everyday Backpack -18L – Black Stingray 1 x Men's Heli Insulated Jacket – Black Stingray 1 x Trailhead Stretch 2.5-layer Rain Jacket – Black Stingray 1 x Fyfe Beanie 2.0 – Black Stingray 1 x Vanua Polo – Black
Prize Value	To the value of \$NZD \$669.90
Promotional Period	From 1 st October 2025 to 7 th October 2025 (1 week)
Jurisdiction	New Zealand
Prize Draw Date	The draw will take place at New Zealand Olympic Committee of 12 Churton Street, Parnell, Auckland 1050 at 3.00pm NZST on Thursday 9 th October using computerised random selection.
Age Limit	18 + years of age.
Promoter	New Zealand Olympic Committee of 12 Churton Street, Parnell, Auckland 1050, New Zealand.
Method of contact	The winners will be posted on the NZ Team Instagram account within seven (7) days of the draw. The winners will be contacted via DM from the NZ Team's Instagram account @thenzteam within seven (7) days of the draw to organise delivery and request prize winner contact details.
Prize Acceptance Period	Prizes must be claimed by 3.00pm NZST on Tuesday 14 th October. In the event of an unclaimed Prize, the Prize will be redrawn at 3.00pm NZST on Wednesday 15 th of October at 12 Churton Street, Parnell, Auckland 1050, New Zealand. The winner of the redraw will be notified by using the contact details provided to the Promoter by the winner on entering the

	Competition within seven (7) days of the redraw. The winners will be notified publicly (and their details published) at the Instagram account @thenzteam by within seven (7) days of the redraw.
Mechanics	<p>To enter the promotion, the entrant must complete the following steps during the promotional period:</p> <ol style="list-style-type: none"> 1. Follow @thenzteam and @kathmandugear on Instagram 2. Like the NZ Team x Kathmandu supporter range competition post posted on Wednesday the 1st October 2025. 3. Tag another account. 4. Bonus entry: share on your story 5. One comment per entrant will go into the running to win.
Eligible Person/s	Means individuals who are residents in the Jurisdiction and who meet the Age Limit and the entry criteria but does not include Employees or Eligible Family Members of Employees of the Promoter (NZOC and Kathmandu) or residents of any other jurisdiction, including Australia.
Privacy Statement	A copy of the Privacy Statement of the Promoter can be found at the New Zealand Olympic Committee Privacy Statement and Kathmandu Privacy Statement

1. Introduction

- 1.1. These Terms and Conditions apply to the Competition (**'Competition Terms'**). Entrants are responsible for reading and understanding the Terms.
- 1.2. Terms are effective from the Effective Date specified above and may be amended by the Promoter from time to time.
- 1.3. All Entrants to the Competition are bound by the Competition Terms and entry to the Competition is deemed acceptance of the Competition Terms.
- 1.4. The Competition is a game of chance, and the winning Entrant will be selected at random on the Prize Draw Date.

2. Definitions

In these Terms, where capitalised, the following terms have the meaning given to them below, unless the context otherwise requires:

- 2.1. **Dollars, Cents and \$** means the currency in the Jurisdiction.
- 2.2. **Eligible Family Member/s** means any of the following in relation to an employee of the Promoter:
 - a. Husband/Wife
 - b. Parent/Step-parent
 - c. Domestic Partner/De Facto
 - d. Child, including foster and stepchild
 - e. Brother/Sister
 - f. Half Brother/Half Sister
- 2.3. **Entrant/s** means an Entry by an Eligible Person.
- 2.4. **Entry/Entries** means a submission by an Eligible Person into the Competition.
- 2.5. **Territories** means the list of jurisdictions outlined in the Appendix
- 2.6. **Trademarks** means any and all trademarks registered by the Promoter, its related bodies corporate or any Company that is part of the Promoter's group of companies.

3. Eligibility

- 3.1. Competition Entry is available to Eligible Persons only.

- 3.2. Competition Entries must be received by the Promoter within the Promotional Period to be eligible to participate in the Competition.
- 3.3. Entry into this Competition is limited to people who are residents of the Territories (see **Appendix** for more details).
- 3.4. Entrants under the Age Limit must have parental or guardian consent to enter the Competition.
- 3.5. If Entrants are required to submit an Entry on a social media platform, all Entrants must comply with the terms of use of the social platform in submitting their Entry.

4. Competition Entry

- 4.1 A valid Entry must be received during the Promotional Period and will be deemed to be received only when received by the Promoter. The Promoter is not liable for any problems with communications networks. Entrants are responsible for their own costs associated with entering. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 4.2 Entrants must have the bill payer's consent to use internet or mobile internet to use the social platform. Some service providers and mobile devices may not provide access to mobile internet and Entrants must check with their service provider if unsure. Downloading, accessing and using the social platform and accessing and using mobile content including web-based content will incur data charges. Any external links of the social platform that require internet or mobile internet connection may also incur data charges. Data charges will remain an Entrant's responsibility and will vary depending on the internet service provider, usage plan or mobile carrier used (as applicable). Entrants will need to refer to the terms of the contracts with their mobile carrier, usage plan or internet service provider (as applicable) for costs. The charges for all data services will appear on the Entrant's next mobile phone bill and/or internet bill (as applicable). All general queries relating to carrier rates or mobile or internet bills should be directed to the Entrant's mobile phone carrier or internet service provider (as applicable).

5 Prize Details

- 5.1 The Promoter reserves the right to substitute prize components of equivalent or greater value to the Prize Value if any prize, or part thereof, becomes unavailable, subject to relevant regulations.
- 5.2 The Prize cannot be transferred or exchanged and is not redeemable for cash.

6 Prize Draw Details

- 6.1. The Competition is a game of chance, and the winning Entrant will be selected at random on the Prize Draw Date.
- 6.2. The decision of the Promoter regarding winners of the Competition is final.
- 6.3. The decision about the winning Entry will be communicated by a representative of the Promoter via the Method of Contact after the Prize Draw Date.
- 6.4. The winning Entrant must accept the Prize within the Prize Acceptance Period.
- 6.5. Once the winning Entrant/s have accepted the Prize, the first name, surname initial and country of each winning Entrant will be published on the Promoter's Website and/ social platform and may remain on the Promoter' Website and/or on the social platform in perpetuity. All reasonable steps to notify the winning Entrant/s of the results of the judging will be taken by the Promoter. The Promoter's decision is final, and no correspondence will be entered into.
- 6.6. In the event of an invalid Entry or an ineligible Entrant, or if an Entrant is ineligible to accept a Prize, declines to accept a Prize or does not accept the Prize within the Prize Acceptance Period, the Prize will be awarded to the Entry determined by the Promoter. If the Prize cannot be awarded to this Entrant, the Promoter will continue this process until the Prize is awarded.
- 6.7. The Promoter reserves the right, at any time, to verify the validity of Entries and Entrants (including an Entrant's identity, age, place of residence and proof of consent from parent/guardian) and to disqualify any Entrant who submits an Entry that is not in accordance with these Competition Terms or who tampers with the Entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

7. Prize Conditions

- 7.1. Once a winning Entrant confirms their Prize with the Promoter, the Promoter will work with the winning Entrant/s to facilitate the winning Entrant's access to the Prize (including flight dates, hotel details and any transfers, if applicable).
- 7.2. Any vouchers offered as a Prize will be subject to the normal terms and conditions attached to the issuing and use of such vouchers.
- 7.3. Prizes cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party such as an inducement for any person

or other entity to enter into any commercial or other arrangements with that third party. If a Prize is obtained through any of these methods, it will not be honoured by the Promoter or Prize supplier.

- 7.4. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The Prize/s must be taken as offered and cannot be varied. Prize/s cannot be used or redeemed in conjunction with any other offer.
- 7.5. The Promoter accepts no responsibility for any tax implications that may arise from Prize winnings, including import tax. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in Prize Value. All Prize Values are the recommended retail price in the primary currency of the Jurisdiction including GST as at the date of the Prize draw.

8. General

- 8.1. The decision by the Promoter to accept or reject an Entry is in the promoter's sole discretion and no correspondence will be entered into.
- 8.2. Any Entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible Entry into the Competition. This includes but is not limited to any Entry which the Promoter considers to be disparaging of any of its or any Prize supplier's products and/or services or is otherwise not in keeping with the spirit of the Competition. Any decision by the Promoter in this regard will be made in accordance with all applicable laws in the Jurisdiction.
- 8.3. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Competition and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the Competition, before issuing a prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the Entries of that Entrant may be ineligible and deemed invalid.

- 8.4. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the Entry process; (b) submitting an Entry which is not in accordance with these conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 8.5. Any attempt to cause malicious damage or interference with, or otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
- 8.6. A Prize will only be awarded following any winning Entrant validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
- 8.7. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of Entry, the property of the Promoter.
- 8.8. It is a condition of accepting a Prize that a winning Entrant may be required to sign a legal release or release(s) (including Prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion which discretion will be exercised in accordance with applicable laws.

9. Dispute resolution

- 9.1. The Promoter reserves the right to terminate or withdraw the Prize and/or the Competition at any time, subject to any regulatory requirements.
- 9.2. The Promoter's decisions in connection with all aspects of the Competition are final. If any dispute arises between an Entrant and the Promoter concerning the conduct of this Competition, Prize Draw, or claiming a Prize, the Promoter will take reasonable steps to consider the Entrant's point of view, taking into account any facts or evidence the Entrant puts forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this Competition is final.

10. Intellectual Property Rights and Content

- 10.1. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each Entry fully complies with these Conditions of Entry and must not include or make reference to the Intellectual Property

Rights of any person including but not limited to any visible logos, drawing, cartoons, phrases, trade marks, copyrighted material, mark that identifies a brand or other third party materials where required for Entry into the Competition, unless the Entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An Entry submitted without obtaining such written consent may result in the Entry becoming invalid for the purposes of the Competition and/or the Entrant being subject to legal liability for any claims arising.

- 10.2. Any Entries that contain content that the Promoter, in its sole discretion, considers to infringe any intellectual property rights or other rights of any person, corporation or entity, will not be accepted as eligible Entries into the Competition. This includes, but is not limited to, any Entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Competition. The decision by the Promoter to accept or reject an Entry is in the promoter's sole discretion and no correspondence will be entered into.
- 10.3. All right, title and interest, including in all Intellectual Property Rights, in all promotional materials and in the Promoter's brands, logos, trading names, products and/or services and the Competition will remain or be vested in the Promoter. Participation in the Competition by an Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any promotional material or in any of the Promoter's brands, logos, trading names and products and/or services. The Promoter, on a case-by-case basis, and to the extent required, grants to each Entrant a non-exclusive license for the Promotional Period to use the promotional material and the Promoter's brands, logos, trading names and products and/or services solely for the purpose, and to the extent necessary, to enable each Entrant to participate in the Competition.
- 10.4. By entering the Competition, each Entrant grants to the Promoter to the maximum extent permitted by the applicable law in the country in which the Entrant is resident at the date of Entry into the Competition, a royalty-free, non-exclusive transferrable license (and agrees to use their best endeavours to procure any relevant third parties to grant to the promoter such license) to use their Entry for a period of up to 12 months from the date this competition is drawn for the purposes of marketing and promoting the Promoter and/or its goods and services in any manner and in any media whether existing now or in the future, without the further consent of the Entrant and without any further compensation payable to the Entrant. Each Entrant also expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Entrant's moral rights in relation to all intellectual property rights in their Entry pursuant to the *Copyright Act 1968* (Cth) in Australia and the *Copyright Act 1994* in New

Zealand (and any equivalent laws in the Jurisdiction, Territories), including the Promoter having an unfettered right to treat the Entry in any manner at its discretion, to alter the Entry in any manner and to the Promoter not attributing authorship of the Entry to the Entrant.

10.5. By entering the Competition, an Entrant warrants to the Promoter that:

- 10.5.1. their Entry does not contain content that is illegal, contrary to any laws, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libellous, offensive or objectionable;
- 10.5.2. their Entry does not contain content that is contrary to the requirements or directions of relevant regulators;
- 10.5.3. their Entry does not contain content that has been used in previous marketing materials or promotion for any third party or where any third party has been granted use of that content for any purpose whatsoever, including commercial purposes;
- 10.5.4. their Entry does not contain content that has any viruses, trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information;
- 10.5.5. during the course of creating their Entry, their conduct was not illegal, contrary to any laws, indecent, obscene, threatening, discriminatory or harassing to any person;
- 10.5.6. they agree that if their Entry is accepted by the Promoter, it may be made available on the Promoter's website(s), any one of the promoter's other company and product websites, promoter's social media and other promotional and communication media for public viewing and may be used by the Promoter in any media and in any form for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising and/or marketing the Competition (including any outcome) and/or promoting any products and services manufactured, distributed days and/or supplied by the promoter and/or the promoter and generally;
- 10.5.7. they are complying with the terms of the social platform in submitting their Entry (if applicable); and
- 10.5.8. That they have appropriate parental/guardian consent to enter (if applicable).
- 10.5.9.

11. Disclaimers

- 11.1. To the extent permitted by law, the Entrant (and parent/guardian of each Entrant, if applicable) indemnifies, and must defend and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all losses arising from:
 - 11.1.1. a breach by the Entrant of any of these conditions of Entry;
 - 11.1.2. any third party claim arising directly or indirectly from a breach by the Entrant of any of these conditions of Entry;
 - 11.1.3. a negligent, wilful or otherwise wrongful act or omission of the Entrant;
 - 11.1.4. fraudulent or dishonest acts or omissions by the Entrant;
 - 11.1.5. any breach by the Entrant of any applicable laws;
 - 11.1.6. any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Entrant entering the Competition;
 - 11.1.7. the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Entrant; and
 - 11.1.8. any claim or allegation that the Entrant's Entry infringes a third party's intellectual property rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.
- 11.2. If the Prize or element of the Prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value to the Prize Value will be awarded in lieu.
- 11.3. If the Competition is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), pandemic, epidemic, border closures, travel restrictions, health emergencies, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition and/or if necessary to provide alternative Prize(s) to the same value as the Prize Value.

- 11.4. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Consumer Law in the Jurisdiction), for any direct or indirect injury, loss and/or damage arising in any way out of the Competition. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Competition and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Competition as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, Prize claims or prize(s); and/or (iv) acceptance and/or use of any Prize.
- 11.5. Unless stated otherwise, this competition is in no way sponsored, endorsed or administered by, or associated with any social platform. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.
- 11.6. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

12. Privacy

- 12.1. The promoter will deal with and retain such information in accordance with its Privacy Statement
- 12.2. The Promoter collects, uses and discloses information in accordance with its Privacy Statement at and as stated in these Conditions of Entry.
- 12.3. The Promoter collects Personal Information about an Entrant to include the Entrant in the Competition, award the Prize/s (where appropriate) and use the information to assist in improving the goods and services of the Promoter. If the Personal Information requested is not provided, the Entrant cannot participate in the Competition and is deemed ineligible.
- 12.4. An Entrant also agrees that the Promoter may, in the event that the Entrant is a winning Entrant, publish or cause to be published, the Entrant winning Entrant's name and locality in any media, as may be required under the relevant legislation.
- 12.5. The Promoter will provide to each Entrant, at time of Entry into the Competition (or as soon as reasonably practicable thereafter), a collection statement that details the Personal Information being collected, the purposes of its collection, where the Personal Information will be stored and

how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under relevant privacy legislation.

- 12.6. Entrants' personal information may be disclosed to recipients in countries such as Australia, New Zealand, the United Kingdom, and the United States in accordance with the Promoter's Privacy Statement. The Privacy Statement includes information about:
 - 12.6.1. how a person can seek access to the personal information the Promoter holds and seek the correction of such information; and
 - 12.6.2. how a person can complain about a breach of privacy and how the Promoter will deal with such a complaint.
- 12.7. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

APPENDIX – TERRITORIES

- New Zealand