



**Westgold X Man Can Cook  
Win a Year's supply of Westgold Butter.  
Terms & Conditions**

No purchase or payment is necessary in order to participate in the "Win a years' worth of Westgold Butter" (the "Contest") operated by Westland Dairy Company Limited ("Westgold").

**HOW TO WIN**

The "Win a year's supply of Westgold Butter" giveaway prize consists of the following:

USA Residents - 40x Westgold 227g/8oz salted or unsalted butter.

Australia Residents – 40x Westgold 500g salted or unsalted butter.

New Zealand Residents – 40x Westgold 400g salted or unsalted butter.

The winner of "Win a year's supply of Westgold Butter" from Wednesday, November 6, 2024. to Monday, December 2, 2024, will be chosen as follows:

- Winner will be selected randomly from all eligible entries collected from Man Can Cook's (Daniel Rankin) participating social media channels.
- Contest closes on Monday December 2, 2024, at 12pm NZT
- Winner will be selected on Monday December 2, 2024, at 12pm NZT
- Prize must be accepted as awarded and may not be exchanged or sold. Prize has no cash value. Winner must respond to Man Can Cook's outreach by Friday 6<sup>th</sup> December.

Following the draw Man Can Cook (Daniel Rankin) will attempt to contact the interim winner via Instagram/TikTok DM. If a selected winner cannot be contacted, or is ineligible, the prize will be forfeited, and an alternate winner may be selected from remaining eligible entries.

**ELIGIBILITY**



The Contest is only open to individuals who are residents of the United States of America, Australia & New Zealand and are 18 years or older. Only one prize per person (contestant). The Contest is not open to directors, officers or employees of Westland Dairy Company Ltd, or other employees working within other capacities associated with Westgold (including any employees of any retailers, their respective affiliates, advertising or promotion agencies, or other representatives or agents, successors or assignees, members of those individual's respective immediate families, or anyone with whom any of those individuals are domiciled. Odds of winning depend on the number of eligible entries received.

This Contest is void outside of the geographic area described above and wherever else prohibited by law.

No use of any use of robotic, automatic, programmed or the like entry methods will be allowed as well as incomplete entries. Entries from persons who are not eligible to win per these official rules will be disqualified.

### **WINNER'S OBLIGATIONS**

If Westgold e-messages or contacts the selected winner and the winner are not reachable, Westgold will attempt to leave two messages. If the winner does not respond to the messages by 11:59 p.m. on Wednesday August 21, 2024, at 11:59pm PT., a new winner will be selected. The winner will be required to sign:

- (a) a declaration or affidavit of compliance with these Rules;
- (b) a certificate accepting the prize;
- (c) a release of Westgold and Westland Milk Products from any and all liability in connection with the Contest;
- (d) a consent to the announcement of his or her name and the use of his or her name, city of residence, photograph, likenesses, biographical information, voice and statements by Westgold for advertising and promotional purposes without any expectation of remuneration or compensation;

If the selected entrant does not comply with these Rules, then at Westgold's sole discretion the prize initially awarded to the selected entrant may be forfeited without any liability to the selected entrant or any other person, and another entrant may, at Westgold's sole discretion, be selected by random draw in accordance with these Rules.

## **CONSENT TO PERSONAL INFORMATION USE AND DISCLOSURE**

By entering the Contest, entrants' consent to Westgold's collection, use and disclosure of the personal information provided in contest entries for the administration of the Contest and in aggregated form in order to create reports regarding Contest entrant demographics, which reports Westgold may disclose to others.

The winner(s) will be contacted to collect their shipping information to send the prize upon receiving consent to collect the information. Appropriate technical and organizational measures are used to protect the personal information that is collected and processed. The measures used are designed to provide a level of security appropriate to the risk of processing winners' personal information.

## **OTHER RULES**

Westgold & Man Can Cook (Daniel Rankin) are not responsible or liable, jointly or severally, for any of the following:

- (a) erroneous, damaged, destroyed, lost, late, incomplete, illegible, incorrectly addressed or misdirected entries, regardless of the cause;
- (b) failure for any reason whatsoever of selected entrants to receive a prize notification;
- (c) changes in entrants' telephone, address, or email after entries are submitted;
- (d) computer, online, telephone, communication, or technical malfunctions or errors that may occur, regardless of the cause; or

damage or loss, including any loss of use, loss of production, loss of profits (anticipated or otherwise), loss of markets, economic loss, special, indirect or consequential loss or damage or punitive damages, whether in contract, tort or under any other theory of law or equity, arising from, connected with, or relating to the Contest, or the submission of entries to the Contest, or participation in the Contest, or the prize, and regardless of the cause or any negligence by any of Westgold, or any person or entity for whom any of them are responsible, and notwithstanding that any of those entities or persons may have been advised of the possibility of such loss or damage being incurred. If for any reason Westgold determines, at its sole discretion, that the Contest is not capable of being conducted as intended by Westgold for any reason whatsoever, including tampering, unauthorized intervention, fraud or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Contest, Westgold may in its sole discretion disqualify any entrant responsible for such misconduct and withdraw, cancel, terminate, modify, or suspend all or any part of the Contest by publishing a notice on the



Westgold Website. Decisions of the contest judge appointed by Westgold regarding any and all aspects of the Contest are final and binding on all entrants.

Confirmed contest winners may not exchange prizes for cash or any other merchandise or services. If for any reason the advertised prize is unavailable, Westgold reserves the right to substitute a prize of equal or greater value. Westgold will not replace any lost or stolen prizes. Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to prizes. Prizes are offered "as is" with no written, express, or implied warranty.

The Contest is subject to all applicable laws and regulations, and is void where prohibited by law. If any provision of these Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.

The Contest is controlled by Westgold owned by Westland Dairy Company Limited from Hokitika, New Zealand. The Contest and all related matters are governed solely by the laws of California, USA and applicable federal laws of USA, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute between Westgold and you or any other person arising from, connected with or relating to the Contest, the submission of entries to the Contest, participation in the Contest, the Contest prizes or any related matters ("Disputes") must be resolved before the Courts of California sitting in the City of Los Angeles, California, USA, and by entering this Contest, hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in the City of Los Angeles, California, USA, within six (6) months after the Dispute arises, after which time any and all proceedings regarding the Dispute are barred. The names of the contest winners may be obtained by sending a self-addressed stamped envelope to " Win a years' worth of Westgold Butter Social Media Giveaway ", c/o Westland Dairy Company Ltd, 56 Livingstone Street, Hokitika, New Zealand 7810 after December 15, 2022. Participation in the Contest constitutes acceptance and agreement to these Rules.

*Westgold™*