



Happy as Larry
Terms and conditions

1. 'Happy as Larry' newsletters ('Newsletter') and the website www.happyaslarry.co.nz ('Website') are operated by Xpress Media Limited, a New Zealand registered company ("Xpress Media").
2. Xpress Media may update, change or replace these terms and conditions at any time by posting the new or revised terms and conditions on the Website. Any new or revised terms and conditions will be effective on the date of the next issue of the Newsletter, or if new or revised terms and conditions are posted contemporaneously with the date of a Newsletter, the new or revised terms and conditions will be effective on the date they are posted to the Website.
3. Each Newsletter includes prizes to be won via draws on a specified date. In these terms and conditions, a 'Draw' is a draw for a prize of a product or service featured in a Newsletter. Each Draw is for one of the prizes available to be won as featured on a Newsletter. There is only one prize in each category unless otherwise expressly specified in a Newsletter. Entry to a Draw is submitted to Xpress Media by a click on the relevant picture appearing on the Newsletter. Any conditions notified on the relevant Newsletter, and these terms and conditions (subject to clause 2 above), apply to entry in the Draw and all aspects in connection with the Draw and issue of prizes. No charges apply to entry to a Draw.
4. The terms and conditions of suppliers of the products and services featured in a Newsletter may apply to eligibility for prizes and / or use of prizes. The terms and conditions of any third party supplier take precedence over these terms and conditions in respect of the relevant product, service or prize, to the extent only of any inconsistency between these terms and conditions and the supplier's terms and conditions.
5. There is no need to sign up to receive further issues of the Newsletter in order to be in the draw; signing up is voluntary.
6. Express Media will only accept one entry per prize per person.
7. The following people are not eligible to enter a draw:
 - 7.1 People residing outside of New Zealand, or region outside of that specified on the prize (eg Auckland only)
 - 7.2 directors and employees of Xpress Media and their immediate family members;
 - 7.3 directors and employees of companies offering prizes in a Newsletter (provided that these people are eligible for Draws for which their company is not the supplier of the prize).
8. Each Draw will take place when specified in the relevant Newsletter. The winner of each prize will be drawn at random.
9. Winners will be notified by email at the email address provided by them and can arrange to collect their prize, with proof of identity, from the supplier of the prize. We will also notify the supplier with the winners contact details.
10. Xpress Media will notify the winner of each Draw by email within 10 working days of the Draw being made. If the winner has not contacted the supplier of the prize in regards to redeeming their prize within 30 working days of the email being sent, the

supplier will notify Xpress Media, the first winner will automatically forfeit his/her prize and another winner will be drawn, with the notification and response by winner timings in this clause applying to the second winner. If the second winner does not redeem his/her prize within the 30 day period, the second winner will automatically forfeit his/her prize and no further winners for that prize will be drawn.

11. The winners may be announced on Xpress Media's Website without further permission from winners being required. Winners will co-operate with Xpress Media on any additional publicity reasonably proposed by Xpress Media however Xpress Media will obtain the permission of each winner for any such additional publicity at the time of win notification.
12. Prizes are not redeemable for cash.
13. No responsibility can be accepted for entry registrations lost or mislaid.
14. Prizes are transferable by the winner to any person unless expressly stated otherwise in the relevant Newsletter, and subject to the prize supplier's terms and conditions.
15. Without limiting clause 15 below, neither Xpress Media nor the supplier of a prize has any obligation to substitute a prize or provide the cash equivalent to a Draw winner or any other person for any reason including without limitation for the following reasons:
 - 15.1 if the winner of a prize is not for any reason eligible for that prize by virtue of the supplier's terms and conditions (eg age restriction); [terms and conditions available on link on Newsletter?]
 - 15.2 if the winner of a prize is not available to use a prize or otherwise cannot use the prize;
 - 15.3 if the prize is not for any reason suitable for the winner.
16. In no event does Xpress Media have any obligation to provide a prize to a Draw winner. Except as specified in clause 10 above, once a winner is drawn, the supply, delivery and use of the prize and all related matters in connection with the prize are between the winner and the third party supplier of that prize.
17. Xpress Media reserves the right to discontinue Newsletters at any time and without advance notice.
18. If you choose to forward our Newsletter or link to our Website to others, you must ensure that you have their consent for you to do so; it is your responsibility to comply with the Unsolicited Electronic Messages Act 2007 in doing so.
19. **Linked websites**
- 19.1 Without limiting clause 21 in any way, while Xpress Media uses reasonable endeavours to select websites, or allow websites to be linked to the Newsletters and the Website on the basis that are relevant or may be useful to users of the Newsletters or Website, Xpress Media cannot and does not give any assurance, and accepts no liability, in respect of those websites or any other website linked to the Newsletters or the Website (whether linked directly or via a website that is linked to a Newsletter or the Website) ("Third Party Websites") including without limitation in respect of the following on those Third Party Websites:
 - (a) the privacy practices;
 - (b) the content, including (without limitation) any advertising, products, goods or other materials or services.

19.2 Xpress Media reserves the right to prohibit links to the Newsletters or the Website and you agree to remove or cease any link at our request. You may not frame any part of the Website material by including advertising or other revenue generating material or otherwise.

20. **Privacy**

20.1 Any personal information you may provide to Xpress Media via a Newsletter or the Website will be handled in accordance with Xpress Media's privacy policy which is available on the Website. [[Click here to view our privacy policy](#)]

21. **Intellectual property**

21.1 All copyright, trademarks and all other intellectual property rights ("Intellectual Property") in the Newsletters and on the Website is and will remain Xpress Media's property or the property of Xpress Media's licensors or the property of suppliers of the featured products and services or the property of other third party suppliers as applicable. You are permitted to use the Newsletters and Website only as expressly authorised in the Newsletter and these terms and conditions.

21.2 Nothing contained in a Newsletter, on the Website or in these terms and conditions should be construed as granting to you any licence or right to use any logo or trademark displayed in a Newsletter or on the Website without the prior written permission of Xpress Media or the third party that owns the logo or trademark. Any misuse of the logos or trademarks displayed in a Newsletter or on the Website is strictly prohibited.

22. **Limitation of liability**

22.1 In no event will Xpress Media be liable for any direct, indirect, incidental, special or consequential damages or damages whatsoever resulting from loss, expense or cost suffered or incurred by you or any third party, whether in contract, tort (including in each case negligence), arising from your access to, or use of, the Newsletter or the Website.

22.2 In the event that the exclusions of liability in these terms and conditions are unenforceable, Xpress Media limits its liability to direct loss only and to a maximum of NZD100.

23. **General**

23.1 Xpress Media reserves the right to assign the benefit of the whole or part of any of its rights under these terms and conditions to any third party.

23.2 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

23.3 No delay or failure by Xpress Media to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.

24. **Governing law:** These terms and conditions are governed by and will be construed in accordance with the laws of New Zealand and you and Xpress Media submit to the non-exclusive jurisdiction of the courts of New Zealand.

Contact. If you have any questions regarding these terms and conditions, [please contact us](#).