

Zephyr Referral Programme

Terms & Conditions



Sponsored by Zephyr Consulting Limited (Zephyr), the Zephyr Referral Programme (The Programme) has been created to encourage participants to refer potential clients of Zephyr's services. Where a referred organisation enters into a qualifying contract for services with Zephyr, the participant receives a \$250 pressy card and a 1 in 5 chance of winning a major prize.

Participants referring potential organisations into The Programme will be deemed to have accepted these Terms and Conditions.

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| Entry Eligibility | <p>The Programme is open to residents of New Zealand who are 18 years of age or older. To enter, the participant must refer a potential client organisation to Zephyr and have that referral acknowledged in writing/email by Zephyr. The participant must have the potential client's permission to be referred.</p> <p>The referred client must not be an existing client of Zephyr at the time of referral and must be an active client of Zephyr (utilising the Qualifying Contract) with their account payment status current at the time of the major prize draw.</p> <p>The owners of Zephyr, their agents, employees, and directors are prohibited from entering The Programme.</p> |
| Qualifying Contract | <p>For a participant to enter the draw for the major prize, the referred client must enter into a minimum 12-month SiteCare agreement for 10+ supported staff within 3 months of being referred.</p> |
| Prize(s) | <p>The 5 entrants into the major prize draw will receive a \$250 pressy card. These will be issued by Zephyr quarterly to participants whose referred client remains an active client of Zephyr (utilising the Qualifying Contract) with their account payment status current at the time of the issuance.</p> <p>The major prize will be either (at the choice of the winner) a weekend (2 day) getaway to Wharekauhau Country Estate or two E-Bike's valued up to \$5000. The major prize will be awarded to one (1) winner. The approximate value of each prize is \$5,000.00, and travel is not included.</p> <p>If the prize cannot be awarded for any reason, Zephyr reserves the right to substitute such prize with another prize of equal or greater value, as determined by Zephyr in its sole discretion.</p> |

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| Programme Period | <p>The Programme period will begin on 1 April 2023 and continue until five referrals have signed on to a minimum 1-year SiteCare contract. One winner will be chosen from a random draw of five entries received per these Terms and Conditions. The draw will be performed by a random computer process.</p> |
| Promotional Activity | <p>The winner may be required to take part in promotional activity related to the major prize draw and the winner shall participate in such activity on Zephyr's reasonable request.</p> <p>The winner consents to the use by Zephyr and its related entities, both before and after the closing date of the major prize draw for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by Zephyr and its related entities) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the major prize draw, all entrants consent to the same.</p> <p>By entering the major prize draw, you agree to the collection, retention, usage, and distribution of your personal information to process and contact you about your major prize draw entry and for the purposes outlined above.</p> |
| Modification/Termination | <p>Zephyr reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Programme with or without prior notice. The decision of Zephyr in all matters regarding The Programme is final and binding, and no correspondence will be entered into. Zephyr reserves the right to change the conditions of The Programme at any time without notice.</p> |
| Acceptance of Prize | <p>By accepting any prize, the recipient agrees to the prize conditions and must sign a release to be eligible to receive the prize and hereby agrees:</p> <ul style="list-style-type: none">(i) that all decisions of Zephyr with respect to The Programme are final and binding;(ii) to release Zephyr and its associated entities, officers, owners, directors, employees, agents, and licensees from any and all claims in connection with The Programme and the award or use of the prizes;(iii) to allow Zephyr to use their names, voices, photographs, and likenesses, in any advertising or broadcasting material relating to this Programme, without additional financial or other compensation; |

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ZEPHYR CONSULTING
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(iv) all other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of the prize winner. Zephyr is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact, or law, relating to any prizes regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition, or fitness for a purpose.

(v) Zephyr will not have any further obligation to prize recipients. All taxes, upgrades and any other expenses not specifically identified in these Terms and Conditions as included in the prize are the responsibility of the winner.

(vi) Zephyr reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Zephyr shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, earthquake, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation, or any other circumstances amounting to force majeure.

Tampering

Zephyr, in its sole discretion, reserves the right to disqualify and prohibit from participating any person who Zephyr Consulting determines (in its discretion) is or is attempting to:

- (i) tamper with any part of The Programme;
- (ii) attempting to undermine the legitimate operation of the Programme by cheating, deception, or other unfair playing practices
- (iii) intending to annoy, abuse, threaten or harass any other participants, agents or representatives of Zephyr;
- (iv) otherwise violating these Terms and Conditions.

Questions/Complaints

Zephyr Consulting is administering The Programme. Please direct any questions, comments, or complaints regarding The Programme to the company director: Graeme McInteer (graeme.mcinteer@zephyr.co.nz).