

These are the Terms and Conditions (“Terms”) of entry for the Promotion, conducted by Hachette New Zealand Ltd (“Hachette”), whose registered office is at Level 2, 23 O’Connell St, Auckland. Please read these Terms carefully because by entering the Promotion you are deemed to accept them.

For all enquiries relating to this Promotion please contact Hachette at: marketing@hachette.co.nz

1. Promotion Period

This Promotion opens on 15th August 2023 at 4am (NZST) and closes on 25th September 2023 at 11:59pm (NZST) (the “Promotion Period”).

2. The Prize

- 2.1 Each person who pre-orders *Thicker than Water* by Kerry Washington will be able to attend a virtual Q+A with Kerry Washington and Reese Witherspoon on 24th October 2023.
- 2.2 If an entrant is unable to attend the live event, they will receive a recording
- 2.3 Hachette may withdraw the prize without any penalty or liability whatsoever and as it may determine in its absolute discretion.
- 2.4 Prizes are not transferable or exchangeable (including for cash). Part or parts of the Prize will not be substituted for other benefits or items at the request of winners.

3. Entry into the Promotion

- 3.1 Entrants are responsible for any costs and/or charges they may incur in entering.
- 3.2 Subject to clauses 3.3 and 3.4, the Promotion is only open to individuals who are New Zealand residents.
- 3.3 Notwithstanding clause 3.2, the Promotion is not open to:
 - (a) persons under the age of 18;
 - (b) persons living outside of New Zealand
 - (c) members of the immediate families of employees of Hachette and Affiliates.

4. How to Enter

4.1 Entrants must pre-order *Thicker Than Water* by Kerry Washington in Trade Paperback (ISBN: 9781408730409), eBook (ISBN: 9781408730386) or audiobook (ISBN: 9781405559027) and complete the form at Hachette.co.nz

4.2 Entrants may enter only once.

4.3 The following entries will be invalid:

- (a) entries received outside the Promotion Period;
- (b) incomplete entries;
- (c) entries that Hachette, in its sole discretion, determines fraudulent (including entries that misrepresent the eligibility of the entrant); and

4.4 Hachette may, in its sole discretion, disqualify any entry that in its view is (or is potentially) objectionable, including (without limitation) any entry that:

- (a) is not reasonably comprehensible;
- (b) is obscene, defamatory, insulting, discriminatory and/or inflammatory;
- (c) infringes on the intellectual property rights of any third party;
- (d) constitutes an invasion of privacy; and/or
- (e) is generally damaging to the goodwill and/or reputation of Hachette and/or any sponsor of the Promotion or Prize and/or of any Affiliate.

5. Winner/s

5.1 Everyone who completes the form is eligible to attend the live event with Kerry

Washington and Reese Witherspoon.

5.2 All decisions of Hachette and/or the Promotion judges (including in relation to the selection of a winner or winners) are final and binding on entrants in all respects, and no correspondence will be entered into.

5.3 The winners will be contacted via email at the conclusion of the promotion.

5.4 Publication of the names of the winner by Hachette is not determinative and the Prize will only be awarded subject to confirmation by Hachette that a winner has complied with these Terms.

5.5 Hachette reserves the right to withhold a Prize from any entrant who Hachette, in its absolute discretion, determines:

- (a) has not met any of the criteria set out in these Terms;
- (b) is not in a mental or physical condition to safely use the Prize or attend an Event; and/or
- (c) has engaged in any behaviour that jeopardises the fair and proper conduct of the Promotion

5.6 Hachette reserves the right, in its absolute discretion but subject to relevant law, to cancel the Promotion and not award any Prize:

- (a) (for Promotions that are judged either in whole or in part on the merit of entries) if no entry of sufficient merit is received; and/or
- (b) if Hachette is unable to proceed with the Promotion (including any judging and/or draw) as a result of circumstances beyond its control including, without limitation, vandalism, hacking, computer virus or bugs, server breakdown, acts of terrorism, acts of God, civil unrest, strikes and power failures.

6. Warranties, limitations, releases and consents

6.1 Entrants promise that entries will be original and will not infringe any third-party intellectual property rights (including copyright and trade marks) and will not breach any obligation of confidentiality.

6.2 To the maximum extent permissible by law:

- (a) Hachette takes no responsibility and makes no warranties or representations, express or implied, in relation to any Prize, including but not limited to warranties of reliability, merchantability or fitness for a particular purpose;
- (b) entrants waive any right to claim from Hachette for any disappointment, costs, expenses, loss or damage suffered that arises out of or in connection with the possession or use of a Prize; and
- (c) all liability for any defects whatsoever in or relating to the Prize remains with the relevant supplier or manufacturer or, in the case of an Event, the person or organisation holding or running that Event.

6.3 Hachette, any Affiliate and any operator of any social media platform through which the Promotion is conducted are not and will not be responsible for any lost, late, illegible, incomplete, postage due, misdirected or mutilated mail, any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable connections, or failed incomplete, garbled or delayed computer or mobile phone transmissions (or any other event outside the reasonable control of Hachette, any Affiliate or any social media platform through which the Promotion is conducted) which may limit or prevent an entrant's ability to participate in the Promotion and/or collect, receive or be

notified of any Prize and/or which results in any damage to, delay of or loss of a Prize during or after delivery.

6.4 Hachette, any Affiliate and any operator of any social media platform through which the Promotion is conducted will not be responsible for:

- (a) any Prize lost, damaged or stolen in transit once it has left the possession of Hachette and/or an Affiliate; or
- (b) any failure or inability on the part of a winner to attend an Event.

6.5 Winners are responsible for insuring against their own losses for loss, damage or theft during transit and/or for their inability to attend an Event.

6.6 Entrants release Hachette, Affiliates and any social media platform through which the Promotion is conducted (including all directors, officers, employees, attorneys, agents and representatives) from, and hold harmless for, any damage, injury, death, loss, claim, action, demand or other liability that may arise from:

- (a) the Entrant's acceptance and/or use of a Prize (including any misuse or malfunction); and/or
- (b) the Entrant's participation in this Promotion and/or attendance at an Event.

7. Personal information

7.1 As part of the process of running the Promotion and awarding and delivering a Prize, Hachette may collect personal information of entrants, including name, email address, residential address, contact phone number/s, date of birth and gender ("Personal Information").

7.2 Except as otherwise provided under clause 6, any Personal Information of entrants will be used by Hachette:

- (a) for the purpose of conducting and promoting the Promotion (including verifying eligibility, delivering a Prize and complying with any applicable New Zealand law); but otherwise
- (b) only in accordance with its Privacy Policy

7.3 Any request to access, update and/or correct Personal Information should be directed to Hachette by email to marketing@hachette.co.nz

8. General

8.1 Entrants agree:

- (a) to comply with all reasonable conditions of use of a Prize and any reasonable requirements of any person or organisation that supplies a Prize.
- (b) to conform to all applicable New Zealand laws and regulations; and
- (c) to conform to any relevant website terms and conditions (including any terms and conditions relating to the use of social media where a Promotion is run via a social media platform).

8.2 A failure by Hachette to enforce, or a waiver by Hachette of, any one or all of these Terms will not give rise to any claim or right of action by any person or entrant.

8.3 These Terms constitute the entire agreement between the entrants and Hachette and supersedes and extinguishes any previous agreements, arrangements and understandings between them, whether written or oral, relating to the Promotion or any other subject matter set out in these Terms.

8.4 These Terms are governed by the laws of New Zealand and are subject to the exclusive jurisdiction of the courts in New Zealand.