

## **BRIOCHE GOURMET « Toasted to Perfection » CONTEST OFFICIAL TERMS AND CONDITIONS**

### **1. Contest Organizer**

LA FOURNÉE DORÉE, a French company organized and incorporated under the laws of France, having its registered office at 6 rue de l'Océan, CS 60014, 85150 LES ACHARDS ("the Promoter"), organizes a free prize draw on its Instagram page « <https://www.instagram.com/briochegourmet.nz/> » from June 16<sup>th</sup> 2026, 12:00 am (New Zealand time), to June 24<sup>th</sup>, 2026, 11:59 pm (New Zealand time), called « **Toasted to Perfection** » ("the Promotion"), in accordance with the Gambling Act 2003 and the exemption applicable to sales promotion schemes where no consideration is required to participate.

### **2. Official Terms and Conditions acceptance**

By entering the Promotion, the Participant accepts these Official Terms and Conditions and Promoter's decisions, which are final and binding in all matters related to the Promotion.

These Official Terms and Conditions are made available by the Promoter to the Participants on its website <https://www.briochegourmet.com/nz/>, whose address will be indicated on the Instagram post and/or story published on its Instagram page « <https://www.instagram.com/briochegourmet.nz/> » related to the Promotion.

The Promoter may modify, suspend or cancel the Promotion where reasonably necessary due to circumstances beyond its reasonable control, legal requirements, fraud, technical failures or other events affecting the proper administration of the Promotion.

The Promoter also reserves the right to shorten, extend, modify or cancel the Promotion in the event of unforeseen circumstances characterizing a situation of force majeure. It cannot be held liable for these changes.

Promoter reserves the right, in its sole discretion, to modify these Official Terms and Conditions for clarification purposes without materially affecting the terms and conditions of the Promotion.

Accordingly, these Official Terms and Conditions are subject to change at any time by the Promoter. Any modification will be the subject of an amendment which will be made available to the Participants as stipulated above. Any amended version of the Official Terms and Conditions will come into force as soon as they are posted online. Only the last updated version of the Official Terms and Conditions will be legally binding between the Promoter and the Participant.

The fact that the Promoter does not enforce a provision of these Official Terms and Conditions at a given time may not be interpreted as a waiver of the right to prevail itself of any of the said conditions at a later date.

The invalidity of a clause of these Official Terms and Conditions does not entail the nullity of the Official Terms and Conditions as a whole.

If there is a conflict between any term of these Official Terms and Conditions and any marketing or other materials used in connection with the Promotion, the terms of these Official Terms and Conditions will govern.

### 3. Promotion period

The Promotion **begins on June 16<sup>th</sup>, 2026, 12:00 am (New Zealand time) and ends on June 24<sup>th</sup>, 2026, 11:59 pm (New Zealand time)** ("Promotion Period"). Entries received outside this period will not be accepted.

### 4. Eligibility

The Promotion is open to all the residents of New Zealand who are eighteen (18) years or older as of the date of entry ("the Participant").

Employees, officers, and directors of Promoter or any of its parents, controlled affiliates, and subsidiaries, or any of their respective representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agents or agencies, website providers, web masters involved in the creation, design, execution, production, or fulfillment of the Promotion, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win.

**Participation is free and no purchase is necessary to enter or win.** A purchase or payment will not increase the chances of winning.

The Promoter reserves the right to request written proof of the Participant's age at any time and to carry out all necessary checks, as well as to disqualify any Participant who has not provided proof of his or her exact age.

Any attempt at fraud on the part of a Participant will lead the Promoter to exclude the participation of the concerned Participant, who will then not be able to claim the benefit of its Prize provided for in this Promotion nor any compensation.

### 5. How to enter

To enter, participants must complete the following steps during the Promotion Period:

- **Follow @briochegourmet.nz on Instagram (if the Participant is not already following);**
- **Like the main @briochegourmet.nz Instagram Promotion post;**
- **And**
- **Tag a friend in the comments.**

The number of Entries per person is not limited. However, no Participant may be awarded more than one Prize over the two available.

No fee, payment, or purchase is required to enter.

Any entry that is incomplete, illegible, falsified, erroneous, fraudulent, does not comply with these Official Terms and Conditions and/or contains inaccurate information and does not meet the conditions of the Promotion or received after the deadline will not be taken into account and will be considered invalid. The Promoter, its sales representatives or distributors cannot be held responsible for this. Any Participant thus disqualified will not be entitled to any Prize or compensation of any kind.

The Promoter reserves the right to carry out any necessary checks concerning the identity and address of the Participants. Any false declaration will automatically result in the elimination of the Participant.

Each Participant must be a member of the applicable social media platform on which the Promotion is being operated and the Participant's account must be set to the "public" setting in order to participate. Joining the applicable social media platform used in the Promotion is free. If a Participant deletes Participant's applicable social media account before the end of the Entry Period, that Participant will no longer be entered into the Promotion and must complete another entry before the end of the Entry Period to be re-entered into the Promotion.

## **6. Number of Winners**

Five (5) winners (each "a Winner"). It is expressly stated that no Participant may be awarded more than one Prize over the five available.

## **7. Winner selection**

The Winners will be selected in a random drawing from among all eligible entries received. The odds of winning will depend on the number of eligible entries received during the Promotion Period.

A minimum of 50 participants is required. If an insufficient number of eligible entries are received to award the Prize, Promoter is not obligated to award the Prize.

The random drawing will be conducted by Promoter on June 25, 2026, using a method that ensures fairness and randomness (e.g., certified randomisation software).

The Promoter's decision is final and no correspondence will be entered into.

## **8. Winner notification**

Winners will be contacted via Instagram direct message within three (3) business days following the draw. Winners will be required to provide their full name, mailing address and phone number in order to redeem their Prize.

If after three (3) attempts the Winner cannot be contacted, or fails to claim the Prize or provide the information requested as stated in the above paragraph within three (3) business days of notification, the Prize may be forfeited and the Promoter reserves the right to conduct a further random draw to award the Prize to another eligible Participant.

By participating in the Promotion, the Participant expressly agrees that the Promoter may contact them via the Instagram account used to enter the Promotion and may use their full name, mailing address, and phone number for the purpose of delivering the Prize and, where applicable, for communication purpose pursuant to section 11.

## **9. Prize(s)**

The prize per Winner consists of the following ("the Prize"):

- One (1) Russell Hobbs Sandwich Press (Black) – NZ\$ 159.99
- One (1) e-coupon Brioche Gourmet products – NZ\$ 20.00

The approximate retail value of the Prize per Winner is NZ\$ 179.99.

The approximate retail value of any Prize or any sub-part represents Promoter's good faith determination.

Physical elements of a Prize will be delivered to each Winner, at Promoter's cost and by post or common carrier selected by Promoter, to the address provided by that Winner. Shipped elements of a Prize will not be insured and Promoter is not responsible for lost, damaged or misdirected Prizes or elements thereof.

Each Winner is solely responsible for payment of any applicable federal, state, provincial, territorial, and local taxes, fees (including any import fees), and surcharges imposed on the acceptance of the applicable Prize.

The Prize is non-exchangeable, non-transferable, and cannot be redeemed for cash or any other alternative.

The Promoter will not replace any lost, deleted, seized or stolen Prizes.

In the event of force majeure or exceptional circumstances beyond its control, the Promoter reserves the right to replace the Prize won with a Prize of equivalent value.

If the contact details provided by the Participant (e-mail or postal address) are incorrect or do not correspond to those of the Participant, or if for any other reason related to technical problems that do not allow the Prize to be correctly delivered, the Promoter cannot be held responsible. Similarly, it is not the responsibility of the Promoter to search for the contact details of a Participant who cannot be reached, for any reason whatsoever.

## **10. Responsibility**

The Promoter reserves the right to modify, suspend, or terminate the Promotion if fraud, technical failures, or any other factor beyond its reasonable control affects the integrity or proper functioning of the Promotion.

The Promoter is not responsible for:

- late, lost, misdirected, or corrupted entries,
- any technical or communication failures,
- any loss or damage arising from participation in the Promotion or use of the prize.

Under no circumstances can the Promoter be held responsible for the delay in making the Prize available or in the event that the Winner is unable to receive the Prize for circumstances beyond the control of the Promoter.

The Promoter cannot be held responsible for any incident or prejudice of any kind that may occur, directly or indirectly, to the Participant or to any person, in particular due to the participation of any Participant in the Promotion, the use of the Prize awarded.

The Promoter will not be able to send the Prize and contact the Winner if the Participant gives incorrect information when participating. The Promoter cannot be held responsible in any way. The Participant is invited to check all e-mails, including spam, and postal mail to ensure that the email or letter confirming the Prize won has been received.

## **11. Use of personal information and privacy**

Personal data collected for the purposes of this Promotion will be used only for administering the Promotion and for contacting the Winners.

All personal data will be handled in accordance with the New Zealand Privacy Act 2020 and Promoter's Privacy Notice (BriocheGourmet.com).

Participants may request access to, or correction of, their personal information by contacting the Promoter at [dpo@lafourneedoree.fr](mailto:dpo@lafourneedoree.fr).

## **12. Publicity Release**

Except where prohibited by law, each Winner grants to Promoter (which grant will be confirmed in writing on request of Promoter), its subsidiaries, affiliates, retailers, distributors, advertising, and promotional agencies, suppliers, and those acting pursuant to its authority, the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed at any time or times, such Participant's or Winner's name, portrait, picture, voice, likeness, and biographical information ("Likeness") for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast or social media) in connection with the Promotion without additional consideration, compensation, permission, or notification.

Participants and Winners waive any right to inspect or approve uses of their Likeness by Promoter in connection with the Promotion.

## **13. Intellectual Property**

By submitting an Entry, Participant agrees that the Entry or any other post/submission in connection with the Promotion (a "content submission"), including all rights embodied therein, with the exception of personally identifiable information as identified in Promoter's Privacy Notice, are deemed to be non-confidential and non-proprietary and Promoter shall have no obligation of any kind with respect to Participant's content submissions.

Participant hereby grants to Promoter and its legal representatives, successors and assigns, for a period of ten years, an irrevocable, royalty free, fully paid, world-wide license (with the right to sublicense through multiple levels) to edit, modify, display, publish, reproduce, use, disclose, disseminate, distribute and exploit the content submissions to others without limitation in any media now known or not currently known, throughout the world for any purpose without compensation, permission or notification to Participant or any third-party. Promoter is not obligated to use the content submission. If Promoter elects to use content submission for any purpose, all rights under copyright or other intellectual property rights which may result from such use shall be the sole property of Promoter. Participant further agrees that if Promoter elects to use Participant's content submission, Participant will execute any documents requested by Promoter regarding this license.

Participant waives any moral rights Participant may have to the content submission. If Promoter uses the content submission, Participant shall not be entitled to any credit, consideration, notice or payments of any kind.

## **14. Additional Terms**

The Promotion is in no way sponsored, administered or associated with the social media platform provider on which the Promotion is being operated. By entering, Participants release said social media platform(s) of responsibility and agree to the terms of use of said social media platform(s).

This Promotion is subject to all applicable federal, state, provincial, territorial, and local laws, regulations, and ordinances.

If there is a conflict between any term of these Official Terms and Conditions and any marketing or other materials used in connection with the Promotion, the terms of these Official Terms and Conditions will govern.

Any attempt by any Participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and that Participant will be disqualified.

Entries will not be acknowledged or returned. Promoter is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which will be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries by that Participant. In the event of a dispute as to any entry, the authorized account holder of the email address or social media account used to enter will be deemed the Participant as determined by Promoter in its sole discretion.

The Promoter is not responsible for any typographical or other error in the printing of the Promotion materials or the offering or announcement of the Prizes. Promoter reserves the right to cancel or modify the Promotion if fraud, misconduct or technical failures threaten the integrity of the Promotion; or if a computer virus, bug, or other technical problem corrupts the administration or security of the Promotion as determined by Promoter, in their sole discretion. In the event of termination, Promoter will award the prizes in a random drawing from non-suspect, eligible Entries received prior to cancellation as outlined above, provided it is able to do so, and will announce the termination publicly.

Promoter reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Promotion; violates the Official Terms and Conditions; acts in an unsportsmanlike or disruptive manner; or acts in an annoying, abusive, threatening, or harassing manner. If a dispute arises regarding compliance with these Official Terms and Conditions, Promoter may consider, in its sole discretion, data reasonably available to Promoter through information technology systems in Promoter's control, but Promoter will not be obligated to consider any data or other information collected from any other source.

## **15. Governing Law**

The Promotion is conducted in accordance with the **Gambling Act 2003** and falls under the exemption for "**Sales promotion scheme**", as participation is free and no consideration is required to enter (articles 18 and 20(2)(b)).

These Official Terms and Conditions are governed by the laws of **New Zealand**, and any disputes shall be subject to the exclusive jurisdiction of the New Zealand courts.