

ENDEAVOUR PROMOTION TERMS AND CONDITIONS (NEW ZEALAND)

These terms and conditions (**Terms**) consist of the Promotion Details and the Promotion Rules and they must be read together. The Promotional Details prevail to the extent of any inconsistency. Participation in the Promotion constitutes acknowledgement and acceptance of these Terms.

PROMOTION DETAILS

Promotion	Kind Kids – Smiles for Schools Giveaway
Promoter	Endeavour Consumer Health Limited (NZCN 2336947), trading as Red Seal
Promotional Period	From date of public launch on Meta to 11:59pm NZST on 4 May 2026
Prize	Five (5) prizes: Kind Kids Toothpaste supplied to one nominated school, kindergarten, or ECE centre. Quantity determined by enrolment size and logistics.
Who can enter?	New Zealand residents aged 18 years or over. Employees of the Promoter and their immediate families are excluded.
Promotion website	https://www.redseal.co.nz (Kind Kids landing page)
How to enter?	Comment on the official Kind Kids Smiles for Schools post on Facebook or Instagram, tag a NZ school/kindergarten/ECE and provide a short nomination reason. No purchase required.
How to win?	Winners are randomly drawn from all valid entries received during the Promotion Period.
Prize draw	Random draw conducted within a reasonable time after promotion closes.
Notifying prize winners	Winning schools/centres will be contacted directly using publicly available contact details and may be announced on Promoter social channels.
Process if winner doesn't claim Prize or is invalid	If a winner is unable to be contacted or prize is declined, a redraw will occur.
Collection and disclosure of personal information and entry details	Personal information will be used solely for administering the promotion and handled in accordance with the Privacy Act 2020 and Promoter privacy policy.

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PROMOTION RULES

1. Directors, officers, management, and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this Promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother/sister or 1st cousin.
2. Any costs associated with entering the Promotion including associated internet or mobile phone charges are not the responsibility of the Promoter.
3. All prices stated are in New Zealand dollars, represent the recommended retail price ("RRP") and include GST. All references to times and dates are to times and dates in Wellington, which is New Zealand Standard Time (NZST).
4. The Promoter accepts no responsibility for any change in Prize value between now and when the Prize is sent to the winner. If a Prize (or element of a Prize) is unavailable, the Promoter may to the extent permitted by law, substitute it for another item of similar value (a **Substituted Prize**). References to a Prize in these Promotional Rules includes a Substituted Prize (as applicable).
5. Prizes are not transferable or exchangeable and cannot be redeemed for cash.
6. Unless otherwise specified, the Prize/s will only be delivered to addresses in New Zealand. To the extent permitted by law, the Promoter associated agencies and companies will not be liable for any damage to or delay in transit of any Prizes.
7. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prize.
8. No responsibility will be taken by the Promoter for any ineligible, indecipherable, incomplete or lost entries or entries submitted or received by the Promoter after the end of the Promotion Period.
9. If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, to the extent permitted by law, the Promoter reserves the right in its discretion to take any action that may be available, and to cancel, terminate, modify or suspend the Promotion in accordance with applicable laws (including any written direction given by regulatory authorities).
10. The Promoter may, at its discretion, declare any or all entries made by an entrant invalid if the entrant:
 - a. tampers with the entry process, the operation of the Promotion or the Promotion Website, including use of any automated entry software or any other mechanical or electronic means that permit the entrant to automatically enter repeatedly;
 - b. acts in a disruptive manner or is in the Promoter's reasonable opinion offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the Promotion;
 - c. uses, or the Promoter has reasonable grounds to believe that, multiple aliases, household addresses or email addresses;
 - d. fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction or fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - e. fails to comply with the Terms or any applicable law.
11. Nothing in these Terms restricts, excludes or modifies any consumer rights under any law (including the Consumer Guarantees Act). If in the conduct of this Promotion, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the New Zealand Consumer Law or is implied by any other law that cannot be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or Prize won.
12. To the extent permitted by law, the Promoter, its related companies and its agencies will not be liable (including for negligence) for any indirect or consequential loss (including loss of profits, economic loss, loss of data).
13. All entries will be the property of the Promoter and will not be returned.
14. The Promoter will comply with the Privacy Principles and the Privacy Act (2020). The Promoter's Privacy Policy may be viewed at: *[insert]*.
15. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform.