

Stabcraft Marine Limited (NZCN 352221) Terms and Conditions

The Great Stabi Getaway

1. Introduction

1.1 These terms and conditions (**Terms**) apply when Participants participate in the Competition.

1.2 For the purpose of these Terms:

CGA means the Consumer Guarantees Act 1993.

Companions, you or your means up to three individuals nominated by the Final Winner to participate in the Final Prize with the Final Winner.

Competition means the “Great Stabi Getaway” competition run by Stabcraft in accordance with these Terms, where eligible Participants submit a Photo, accompanied by a caption and short description of the Photo, for a chance to win a Weekly Prize or the Final Prize.

Fair Trading Act means the Fair Trading Act 1986.

Final Winner means the Final Winner of the Competition.

Final Prize means a fishing trip for the Final Winner and up to three Companions at a date, time and location in Upper North Island, New Zealand, as determined by Stabcraft.

Participant, you or your means any person participating in the Competition.

Privacy Act means the Privacy Act 2020.

Privacy Policy means Stabcraft’s privacy policy available on the Website, as amended from time to time.

Personal Information has the meaning given to it in the Privacy Act.

Photo means a photograph submitted by a Participant as part of the Competition, which must clearly feature a Stabcraft boat and depict the Participant’s best moment using a Stabcraft boat.

Prize means a fishing trip for the Winner and up to three Companions at a date, time and location in Upper North Island, New Zealand, as determined by Stabcraft.

Stabcraft, us, we or our means Stabcraft Marine Limited, a limited liability company incorporated and registered in New Zealand with company number 352221.

Terms means these terms.

Website means Stabcraft’s website <https://stabcraft.com/> as updated from time to time.

Weekly Prize means a NZD \$100 digital voucher.

2. Acceptance of Terms

2.1 By participating in the Competition, you:

- (a) accept and agree to be bound by these Terms; and
- (b) acknowledge that participation in the Competition is conditional on continued compliance with the Terms.

2.2 The Final Winner is responsible for ensuring that their Companions comply with these Terms. Stabcraft may require each Companion to agree to, and accept these Terms, before participating in the Final Prize.

3. Eligibility

3.1 To be eligible to participate in the Competition, you must:

- 3.2 be a New Zealand resident; and
 - (a) aged 18 years or over.
- 3.3 Professional gamers, ambassadors, and employees of Stabcraft and their immediate families, are ineligible to enter into the Competition.

4. Competition Details

- 4.1 The Competition:
- 4.2 is a game of skill where each Photo is individually judged and Weekly Winners and a Final Winner, are selected based on the merit, originality and overall creativity of the Photo;
 - (a) is available:
 - (i) between 12.01am on 17 April 2026 and 12.01am on 15 May 2026; and/or
 - (ii) unless it is changed, reduced, suspended or withdrawn by Stabcraft;
- 4.3 cannot be combined with any other competitions, promotions or discounts unless otherwise permitted by Stabcraft; and
 - (a) is non-transferrable, non-refundable and cannot be exchanged for cash or credit.
- 4.4 Each Participant is permitted to submit only one Photo. Multiple entries will not be accepted by Stabcraft, and may result in disqualification from the Competition.
- 4.5 Entries must be submitted via the official competition entry form available at <https://gleam.io/XDI8f/win-a-stabcraft-day-out-for-you-and-three-mates> (**Form**). An entry will only be deemed valid once it has been successfully submitted through the Form. For the avoidance of doubt, entries submitted via any other method (including, without limitation, social media posts, comments, messages, email or any other channel) will not constitute a valid entry into the Competition.
- 4.6 Entries will be reviewed and shortlisted by Stabcraft each week (four weeks total), at its sole discretion on the basis of merit, originality and overall creativity of the Photo. Up to five shortlisted entries will then be submitted to a weekly public voting process conducted via Stabcraft's Facebook account (or such other platform as Stabcraft may determine at the time). The shortlisted entry receiving the highest valid number of votes for that week will be that Weekly Winner. Each Weekly Winner will receive a Weekly Prize and automatically qualify as a finalist for the Final Prize.
- 4.7 Stabcraft reserves the right to verify, monitor and audit all voting activity for the Weekly Winner process, and to disregard, exclude or discount any votes which it reasonably suspects to be fraudulent, automated, manipulated or otherwise non-compliant with these Terms. Stabcraft's decision in relation to the Weekly Winners will be final and binding, and no correspondence, discussion or review will be entered into in relation to that decision.
- 4.8 Following completion of all weekly voting rounds, the four Weekly Winners will be submitted to a final public voting process conducted via Stabcraft's Facebook account (or such other platform as Stabcraft may determine at the time) to determine the Final Winner. The Weekly Winner receiving the highest valid number of votes in the final voting round will be the Final Winner.
- 4.9 Stabcraft reserves the right to verify, monitor and audit all voting activity for the Final Winner process, and to disregard, exclude or discount any votes which it reasonably suspects to be fraudulent, automated, manipulated or otherwise non-compliant with these Terms. Stabcraft retains the final discretion to determine the Final Winner where it considers the integrity of the voting process has been compromised. The decision of Stabcraft in relation to the Final Winner will be final and binding, and no correspondence, discussion or review will be entered into in relation to that decision.
- 4.10 The Final Winner will be announced at the Hutchwilco Boatshow event (**Event**) on Saturday, 16 May 2026, on social media and on our digital display stand at the Hutchwilco Boatshow in

Auckland. The Final Winner is not required to be present at the Event. The Final Winner must claim the Final Prize within seven days of the announcement. If the Final Winner fails to claim the Final Prize within this period, the Final Winner will be deemed to have forfeited the Final Prize and any entitlement to it, and Stabicroft reserves the right, at its discretion, to select an alternative Final Winner in accordance with these Terms.

- 4.11 Subject to availability and at Stabicroft's sole discretion, Stabicroft may arrange to collect the Final Winner and its Companions from Whangārei Heads and transport them to and from the fishing trip location. The Final Winner and its Companions are solely responsible for making their own way to Whangārei Heads and for all costs associated with doing so. Stabicroft reserves the right, at any time and in its sole discretion, to change the pick-up point, departure point, fishing trip location, timing or other logistical arrangements for any reason, including without limitation weather conditions, safety concerns, operational requirements, availability, or any other circumstances outside Stabicroft's reasonable control. Lunch, snacks and non-alcoholic beverages will be provided by Stabicroft during the fishing trip.
- 4.12 Except as expressly stated in these Terms, any expenses incurred as a result of entering into the Competition are the sole responsibility of the Participants. In addition, any expenses incurred by the Final Winner arising from being selected as the Final Winner or from accepting or participating in the Final Prize, including (without limitation) travel, accommodation, meals, incidental expenses, insurance and any other associated costs not expressly included in these Terms, are the sole responsibility of the Final Winner and its Companions (as applicable).

5. Fishing Trip

- 5.1 The fishing trip is subject to weather conditions, sea conditions, safety considerations and operational requirements, and may be varied, rescheduled or cancelled at Stabicroft's sole discretion.
- 5.2 The Final Winner and its Companions:
- (a) must comply with all directions and instructions of the skipper, crew and Stabicroft representatives at all times, including in relation to safe boating and fishing practices. Stabicroft reserves the right to refuse participation or remove anyone who does not comply with such instructions or who behaves in a manner that may endanger themselves or others;
 - (b) acknowledge that fishing and boating activities involve inherent risks, including (without limitation) risks associated with being on the water, handling fishing equipment, hooks and lines, adverse weather conditions, slips, trips and falls, and risk of personal injury and damage to property;
 - (c) must comply with all notified safety requirements, including the use of safety equipment (such as life jackets) where required; and
 - (d) must be physically fit and capable of safely participating in the fishing trip. Stabicroft may refuse participation where it reasonably considers the individual is unable to do so safely.
- 5.3 Stabicroft will provide life jackets, rods, tackle, bait and other equipment necessary for the fishing trip. The Final Winner and its Companions may bring their own equipment, which may be subject to Stabicroft's prior approval. Stabicroft reserves the right to determine, at its discretion, whether any such equipment is suitable for use, including for safety, operational and/or compliance reasons, and may refuse or restrict its use where reasonably necessary. To the extent personal equipment is permitted, the Final Winner and its Companions are responsible for its condition, use and compliance with any applicable requirements, and must follow all directions issued by Stabicroft.

6. Participant Materials

- 6.1 By participating in the Competition, you consent to Stabcraft using the Photo, as well as your name, likeness and any other content or materials you provide (**Participant Materials**) to Stabcraft as part of participating in the Competition, for promotional, marketing, and advertising purposes, without payment or compensation. All intellectual property rights in the Participant Materials shall vest in Stabcraft, and you waive any right to make a claim for compensation in respect of such use.
- 6.2 You warrant and agree that:
- (a) you will not submit any Participant Materials that are unlawful or fraudulent, or that Stabcraft may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18, or otherwise unsuitable for publication;
 - (b) your Participant Materials shall not contain malware or cause injury or harm to any person, entity, and/or the Website;
 - (c) you will obtain prior consent from any person or from the owner(s) of any property that appears in your Participant Materials;
 - (d) the Participant Materials are your original literary work that do not infringe the rights of any third party; and
 - (e) you will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation and privacy.

7. Privacy

- 7.1 If you choose to participate in the Competition, Stabcraft may collect the following Personal Information from you:
- (a) full name;
 - (b) email address;
 - (c) age; and/or
 - (d) any other Personal Information provided to Stabcraft through your communications with Stabcraft.
- 7.2 If you refuse to provide us with the Personal Information, we ask for, you may be unable to participate in the Competition.
- 7.3 When providing your Personal Information as part of this Competition, Stabcraft may collect and disclose your Personal Information for the following purposes:
- (a) confirming your eligibility to participate in the Competition;
 - (b) administering, running and managing the Competition;
 - (c) selecting and notifying the Weekly Winners and arranging fulfilment of the Weekly Prizes;
 - (d) selecting and notifying the Final Winner and arranging fulfilment of the Final Prize;
 - (e) conducting any police, criminal history or background checks for the Final Winner and its Companions;
 - (f) contacting Participants about the Competition;
 - (g) publishing and/or announcing the Weekly Winners and the Final Winner;
 - (h) maintaining records relating to the Competition;
 - (i) marketing and/or promotional purposes related to the Competition, as well as any

future competitions, promotions and/or offers;

- (j) complying with Stabcraft's legal and/or regulatory obligations; and/or
- (k) any other purpose set out in its Privacy Policy and/or the Privacy Act.

7.4 Stabcraft will take all reasonable steps to ensure that the Personal Information is collected, used, disclosed and stored in accordance with the Privacy Act, and its Privacy Policy as updated from time to time and available on the Website.

8. Disqualification of Participants

8.1 Stabcraft reserves the right, in its sole discretion, to disqualify any Participant that has, or is suspected by Stabcraft to have:

- (a) breached any of these Terms;
- (b) tampered with the entry process or the Competition;
- (c) engaged in any unlawful and/or dishonest conduct; and/or
- (d) engaged in any other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition and/or the reputation of Stabcraft, including but not limited to the Stabcraft brand.

9. Disqualification of Final Winner and Companions

9.1 Selection as the Final Winner, and the right to receive or participate in the Final Prize, is conditional upon the Final Winner and each Companion successfully completing any police, criminal history or background checks reasonably required by Stabcraft (to the extent permitted by law).

9.2 The Final Winner and each Companion must promptly provide all information, consents and assistance reasonably required for that purpose. If the Final Winner or any Companion fails to provide the required information or consent, does not pass the check to Stabcraft's reasonable satisfaction, or is otherwise considered unsuitable having regard to safety, reputational or operational considerations, Stabcraft may, in its sole discretion, disqualify the Final Winner, refuse participation by the relevant Companion, withdraw the Final Prize, or select an alternative Final Winner in accordance with these Terms.

10. Termination

10.1 Stabcraft may, in its absolute discretion, modify, cancel, terminate, suspend or recommence the Competition. While Stabcraft may notify you of cancellations via the Website, it is not obliged to provide direct notifications.

10.2 Stabcraft may administer this Competition in the manner that it considers appropriate in accordance with New Zealand law, including where the Competition is not capable of running as planned due to causes beyond the control of Stabcraft.

11. Liability

11.1 Except for any rights you may have under the CGA or the FTA (which cannot be excluded by law), all warranties, conditions, and representations (whether express, implied, statutory, or otherwise) relating to the Competition are excluded.

11.2 To the maximum extent permitted by law, Stabcraft is not responsible for any losses, damage, costs, expenses, damages, injury or harm (whether direct, indirect, incidental or consequential) arising from your participation in the Competition, including but not limited to:

- (a) your failure to comply with these Terms;
- (b) modification, cancellation, suspension or recommencing of the Competition;
- (c) electronic or human error which may occur in the administration of the Competition;

- (d) any technical malfunction, interruption, or delay (including but not limited to internet, network, or system failures) affecting participation in the Competition;
- (e) collecting and using a Weekly Prize and/or the Final Prize; and/or
- (f) any circumstances or events beyond Stabicraft's reasonable control.

12. General

- 12.1 Stabicraft may amend these Terms at any time, and for any reason. Any changes will take effect immediately upon posting on the Website. It is your responsibility to review the most recent version of the Terms on the Website before participating in the Competition.
- 12.2 All content, intellectual property and materials used by Stabicraft in connection with the Competition (**Stabicraft Materials**), remain the exclusive property of Stabicraft and/or its licensors. You may not use any Stabicraft Materials without Stabicraft's prior written consent.
- 12.3 If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect.
- 12.4 Failure by Stabicraft to enforce any of its rights under these Terms, does not constitute a waiver of those rights.
- 12.5 These Terms, and any claims arising out of or in connection with these Terms, are governed by and construed in accordance with the laws of New Zealand, and the parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.
- 12.6 For any questions about this Competition, please contact Stabicraft at Marketing@Stabicraft.com.