

Race to Japan – Terms & Conditions 3.0

1. PROMOTER

1.1 The promoter of the **Race to Japan** promotion ("Promotion") is **TotalEnergies Akashic SPE. NZ Limited (983884)** ("Promoter"). The Promoter's address for the purposes of the Promotion is 56 Whakatu Road, Whakatu, Hastings.

1.2 Any enquiries about the Promotion should be directed to emma@tenz.nz

2. DEFINITIONS

2.1 In these Terms & Conditions, unless the context requires otherwise:

- **Entrant** means the individual who submits an entry on behalf of a business.
- **Prize** means the prize described in clause 7.
- **Prize Draw** means the random draw described in clause 10.
- **Promotion Period** means the period described in clause 3.1.
- **Qualifying Invoice** means an invoice issued during the Promotion Period that records one or more Qualifying Purchases and is eligible for entry under these Terms & Conditions.
- **Qualifying Purchase** means a purchase of qualifying TotalEnergies products or accessories that satisfies the eligibility, qualifying spend and entry requirements in these Terms & Conditions.
- **Nominated Travellers** means the two individuals nominated by the Winning Business to use the travel component of the Prize.
- **Participating Authorised Distributor** means an authorised distributor of the Promoter that is participating in the Promotion.
- **Winning Business** means the business associated with the valid entry selected in the Prize Draw.

3. PROMOTION PERIOD

3.1 The Promotion opens at **12:01am NZDT on 1 October 2026** and closes at **11:59am NZDT on 18 December 2026** ("Promotion Period").

3.2 Qualifying Purchases must be made and invoiced during the Promotion Period.

3.3 All entries must be submitted through the official Promotion entry form by **11:59am NZDT on 18 December 2026**. Entries received after this time will not be accepted.

4. ELIGIBILITY

4.1 The Promotion is open to existing and new direct customers of the Promoter, and existing and new customers of Participating Authorised Distributors, provided in each case that the Qualifying Purchase is made through the Promoter or a Participating Authorised Distributor. Customers of resellers are not eligible.

4.2 The Entrant must be **18 years of age or older** and must have authority and permission to enter the Promotion on behalf of the relevant business. The two Nominated Travellers must also each be 18 years of age or older at the time of travel.

4.3 The Prize is awarded to the **Winning Business**, not to the individual who submits the entry form on behalf of that business.

4.4 Employees of the Promoter, participating authorised distributors, and any agencies or suppliers directly involved in administering the Promotion, together with their immediate family members, are not eligible to enter.

4.5 The Promoter reserves the right to verify the eligibility of any entry and the Entrant's authority to enter on behalf of the relevant business.

4.6 To be eligible to receive the Prize, the Winning Business must not have overdue amounts outstanding on its trading credit account with the Promoter at the time of the Prize Draw. If the Winning Business has overdue amounts outstanding at that time, the Promoter may deem that business ineligible and conduct a redraw in accordance with these Terms & Conditions.

5. HOW TO QUALIFY FOR ENTRIES

5.1 During the Promotion Period, eligible customers will qualify for entries into the Prize Draw based on Qualifying Purchases.

5.2 For every **\$500 spent** on Qualifying Purchases, the Entrant will be eligible to receive **one entry** into the Prize Draw. Multiple entries may be earned from a single Qualifying Invoice, based on the total eligible spend recorded on that invoice. For example, a Qualifying Invoice with eligible spend of \$2,000 will entitle the Entrant to four (4) entries into the Prize Draw.

5.3 The qualifying spend must be contained on **one individual Qualifying Invoice**. Multiple invoices cannot be combined to reach the \$500 minimum spend.

5.4 Any amount remaining below the next \$500 threshold does not qualify for an additional entry. For example, a \$2,499 Qualifying Invoice qualifies for four entries only.

5.5 Qualifying spend is calculated by reference to the value of qualifying TotalEnergies products and accessories on the relevant Qualifying Invoice. GST and freight or delivery

charges are included only to the extent they relate to Qualifying Purchases. ELF and Lubmarine products are excluded from the Promotion.

5.6 A Qualifying Purchase does **not automatically enter** a customer into the Prize Draw. The Entrant must manually enter the relevant invoice details using the official Promotion entry form in accordance with clause 6.

6. HOW TO ENTER

6.1 Entries are **not automatic**. To be eligible for the Prize Draw, the Entrant must manually submit an entry via the designated promotional webpage www.tenz.nz/racetojapan and provide the required invoice and Entrant details. The Entrant must submit **one entry form per Qualifying Invoice**.

6.2 The entry form will require the Entrant to provide the Entrant's full name and contact details, the business name, the business or Participating Authorised Distributor through which the Qualifying Purchase was made, the relevant invoice number, the total eligible spend shown on the Qualifying Invoice, and active confirmation, by tick box, that the Entrant has read and accepts these Terms & Conditions and is authorised to enter on behalf of the business.

6.3 Each Qualifying Invoice may only be submitted once. Duplicate submissions of the same invoice may be rejected, consolidated or otherwise invalidated by the Promoter.

6.4 Where a Qualifying Invoice qualifies for multiple entries, the number of entries allocated will be calculated by the Promoter's entry system by dividing the eligible spend on that invoice by **\$500** and applying the applicable whole-number calculation. Any remaining amount below \$500 will not qualify for an additional entry and cannot be combined with spend from another invoice.

6.5 The Promoter may request evidence of purchase, including a copy of the relevant Qualifying Invoice, at any time for the purpose of verifying an entry. The Promoter reserves the right to invalidate any entry where the eligibility of the purchase or the information provided cannot be satisfactorily verified.

6.6 Entries are deemed to be received only when received into the Promoter's competition database, not at the time of transmission by the Entrant.

6.7 An entry may be rejected if the information provided is incomplete, inaccurate, fraudulent, duplicated, unable to be verified, or does not comply with these Terms & Conditions.

6.8 The Promoter accepts no responsibility for entries not received, delayed, corrupted, incorrectly submitted or incapable of being processed because of transmission, technical or other system failure.

6.9 The Promoter reserves the right to disqualify any entry where the Qualifying Purchase is subsequently cancelled, credited, refunded, rebated, discounted, disputed, reversed or otherwise adjusted in a way that means the purchase no longer qualifies, or no longer qualifies for the number of entries allocated.

7. THE PRIZE

7.1 **One** eligible business will be selected as the Winning Business and will receive one Prize for two Nominated Travellers. The approximate total value of the Prize is NZD \$25,000. The actual value may vary depending on travel dates, routing, supplier pricing and availability.

7.2 The Prize consists exclusively of:

- **Two (2) premium economy return flights to Tokyo, Japan**, selected by the Promoter, acting reasonably, having regard to availability, routing and booking requirements;
- Five (5) nights' accommodation for two Nominated Travellers in a four-star hotel selected by the Promoter, acting reasonably, subject to availability;
- Two (2) general admission tickets to the Formula E event in Tokyo scheduled for 24 and 25 July 2027;
- Domestic transfers within New Zealand associated with the international travel;
- **NZD \$1,000 spending money per person**, being NZD \$2,000 in total; and
- travel insurance for the two Nominated Travellers, as selected by the Promoter acting reasonably, subject to the insurer's terms, conditions, exclusions and eligibility criteria.

7.3 The Prize is awarded to the Winning Business. The Winning Business must nominate the two Nominated Travellers who will use the travel component of the Prize within 7 days after being notified that it is the selected winner, or within any further reasonable period allowed by the Promoter. Any Nominated Traveller is subject to the Promoter's reasonable approval for eligibility, compliance, booking, documentation or administration reasons and must satisfy these Terms & Conditions.

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7.4 The Prize is **not transferable, exchangeable or redeemable for cash**. The Promoter's decision on the Prize Draw and Prize administration is final, subject to applicable law.

7.5 The Prize must be taken as arranged by the Promoter and cannot be split, substituted or transferred by the winner, except to the extent a substitution is expressly permitted under these Terms & Conditions.

7.6 Flights, accommodation, Formula E tickets and other travel components are subject to availability and may be subject to airline, hotel, event or travel provider terms and conditions.

7.7 Unless expressly included in clause 7.2, all ancillary costs associated with the Prize are excluded and are the responsibility of the Winning Business and/or the Nominated Travellers. This includes, without limitation, passport application or renewal costs, visa or immigration costs, meals, beverages, travel upgrades, excess baggage, airport parking, insurance excesses, roaming charges, hotel incidentals, personal transport not expressly included, additional accommodation, taxes, levies, duties, personal expenses and any spending beyond the stated spending money allowance.

8. TRAVEL REQUIREMENTS

8.1 The Nominated Travellers must each hold a **valid passport** and must independently satisfy all requirements for entry into Japan.

8.2 The Nominated Travellers are responsible for obtaining and maintaining any passports, visas, permits or other travel documentation required for their travel.

8.3 The Promoter is not responsible if the Winning Business or either Nominated Traveller is unable to take or complete the travel component of the Prize because of passport, visa, immigration, border-control, health, sanctions, legal compliance or other travel eligibility requirements.

8.4 If either Nominated Traveller is unable to satisfy the applicable travel requirements, the Promoter may require the Winning Business to nominate an alternative traveller who meets those requirements, within a reasonable timeframe specified by the Promoter.

8.5 If the Winning Business cannot provide two eligible Nominated Travellers within the timeframe reasonably required by the Promoter for booking or administration purposes, the Promoter may redraw the Prize.

8.6 The Prize involves travel, accommodation, event admission and other services supplied by third parties. To the extent reasonably outside the Promoter's control, the Promoter is not responsible for airline, hotel, event organiser or other supplier acts or omissions, service quality, cancellation, postponement, insolvency, failure to honour arrangements, or other disruption affecting a Prize component.

9. FORMULA E EVENT AND THIRD-PARTY SUPPLIERS

9.1 The Prize includes two general admission tickets to the Formula E event in Tokyo.

9.2 The general admission tickets are subject to availability and the applicable terms and conditions of the event organiser.

9.3 If any Prize component, including the Formula E event tickets, flights, accommodation or associated travel arrangements, is unavailable, cancelled, postponed, materially changed, relocated or cannot reasonably be supplied for reasons beyond the Promoter's reasonable control, the Promoter may substitute that component with another component of equal or greater value where reasonably necessary.

9.4 Without limiting clauses 8.6 and 16.3, the Promoter is not responsible for the acts, omissions, quality, cancellations, insolvency or failures of any airline, hotel, event organiser, ticketing provider or other third-party supplier involved in supplying the Prize, to the extent reasonably outside the Promoter's control.

10. PRIZE DRAW

10.1 The winner will be selected by random electronic draw under the supervision of an independent adjudicator.

10.2 The Prize Draw will take place on 17 February 2027. If the Promoter reasonably needs to change that date for administrative reasons, including adjudicator or supervisor availability, the Promoter may do so on reasonable notice to Entrants through appropriate customer-facing channels.

10.3 Each valid entry allocated to an eligible invoice will have an equal chance of being selected.

10.4 The winner will be announced publicly online and contacted directly using the contact details provided on the official entry form.

10.5 The Promoter may request reasonable evidence from the selected winner to confirm:

- the identity of the entrant;
- the identity of the business;
- the qualifying purchase;
- the invoice details;
- the entrant's authority to enter on behalf of the business; and
- compliance with these Terms & Conditions.

10.6 The selected winner must provide any information or documents reasonably requested under clause 10.5 within 7 days after the request, or within any further reasonable period allowed by the Promoter.

11. WINNER RESPONSE AND REDRAW

11.1 The selected winner must respond to the Promoter within **14 days** after the Promoter's first attempt to contact them.

11.2 If the selected winner cannot be contacted, does not respond within the required period, does not provide requested verification documents within the timeframe required under clause 10.6, is found to be ineligible, has submitted an invalid entry, or is otherwise unable to accept the Prize in accordance with these Terms & Conditions, the Promoter may conduct a further random draw.

11.3 The replacement winner will be subject to the same eligibility and verification requirements.

11.4 The Promoter may continue to conduct redraws until a valid winner is identified and accepts the Prize. Any redraw may be conducted on a date reasonably determined by the Promoter.

12. WINNER PUBLICITY

12.1 By accepting the Prize, the winning business agrees that the Promoter may announce and publish the business name and basic winner information in connection with the Promotion.

12.2 The Promoter may request the winning business and/or nominated travellers to participate in reasonable promotional activity relating to the Promotion and the Prize.

12.3 Any use of photographs, video or other identifying material relating to individual travellers or representatives is subject to their separate consent or release, if the Promoter wishes to use that material beyond ordinary winner announcement and Prize administration.

13. DISQUALIFICATION

13.1 The Promoter reserves the right to disqualify any entrant or invalidate any entry where the Promoter reasonably believes that:

- the entrant does not meet the eligibility requirements;
- the entrant does not have authority to enter on behalf of the business;
- the entry contains false, misleading or inaccurate information;
- the qualifying invoice cannot be verified;
- the qualifying purchase has been cancelled, refunded, credited or reversed;
- the same qualifying invoice has been submitted more than once;
- the entry has been generated by automated means or through improper system use;
- the entrant has attempted to manipulate or interfere with the Promotion;
- the entrant has tampered with the entry process or attempted to manipulate the outcome of the Promotion;
- the entrant has made a false declaration in connection with the Promotion;
- the entrant has submitted an entry in breach of these Terms & Conditions; or
- the entrant has otherwise acted fraudulently or improperly in connection with the Promotion.

14. PRIVACY

14.1 Personal information submitted as part of the Promotion will be collected and used by the Promoter for the purposes of administering the Promotion, verifying entries, contacting the winner and arranging delivery and fulfilment of the Prize.

14.2 The Promoter may disclose relevant information to third-party service providers involved in administering the Promotion and arranging the Prize, where reasonably necessary for those purposes.

14.3 Entrants should refer to the Promoter's Privacy Policy for further information about how personal information is collected, held, used and disclosed.

14.4 Any consent to receive future marketing communications should be obtained separately and on an optional basis, and should not be a condition of entry. Personal information will be managed in accordance with the Privacy Act 2020.

14.5 Before the Prize is awarded and booked, each nominated traveller must confirm acceptance of these Terms & Conditions, to the extent applicable to that traveller, any applicable privacy requirements, and any reasonable travel or supplier terms notified by the Promoter, and must provide any information reasonably required by the

Promoter to administer and fulfil the Prize. This may include personal information required for booking flights, accommodation, event tickets and other travel arrangements.

14.6 By providing that information, each nominated traveller consents to the Promoter collecting, using and disclosing that personal information to the extent reasonably necessary to administer the Promotion and arrange and fulfil the Prize, in accordance with the Promoter's applicable Privacy Policy.

15. CHANGES TO THE PROMOTION

15.1 The Promoter reserves the right, where reasonably necessary and subject to applicable New Zealand law, to amend, suspend or cancel the Promotion or amend these Terms & Conditions where circumstances outside the Promoter's reasonable control make this necessary.

15.2 The Promoter will not make any change that unfairly disadvantages eligible entrants who have already participated in the Promotion.

15.3 Any material change to the Promotion, including any change to the Prize Draw date under clause 10.2, will be communicated through appropriate customer-facing channels, including the website, email and social media channels used for the Promotion.

16. GENERAL CONDITIONS

16.1 The Prize cannot be exchanged for cash or transferred to another business or person, except as expressly permitted by these Terms & Conditions.

16.2 Any component of the Prize that is unused, declined or not taken by the winner will be forfeited unless the Promoter agrees otherwise.

16.3 To the maximum extent permitted by law, the Promoter and its related entities, directors, officers, employees, agents and contractors are not liable for any loss, damage, cost, expense, personal injury or delay suffered or incurred by any Entrant, Winning Business, Nominated Traveller or other person in connection with the Promotion, any entry, the Prize, travel, attendance at the Formula E event, or any variation, postponement, cancellation, supplier failure or third-party act or omission, except to the extent caused by the Promoter's fraud, wilful misconduct, or liability that cannot lawfully be excluded. Without limitation, and to the maximum extent permitted by law, the Promoter is not responsible for late, lost, delayed, corrupted or non-received entries, transmission or technical failures, verification issues caused by incorrect information supplied by an Entrant, airline or hotel changes, event organiser

changes, border restrictions, missed connections, supplier or service-provider failure, supplier insolvency, service quality issues, or ancillary costs not expressly included in the Prize.

16.4 The Winning Business and each Nominated Traveller are responsible for complying with applicable supplier, airline, hotel, ticketing and event terms relating to the Prize. The Winning Business is responsible for, and indemnifies the Promoter against, any loss, cost or expense suffered or incurred by the Promoter arising from damage caused by the Winning Business or a Nominated Traveller to accommodation or other property, breach by them of applicable supplier or event terms, or fines, penalties, fees or additional charges attributable to their acts or omissions in connection with the Prize.

16.5 Nothing in these Terms & Conditions excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, restricted or modified under New Zealand law.

16.6 The Promotion is governed by the laws of New Zealand.

16.7 By submitting an entry, the entrant confirms that they have read, understood and agreed to these Terms & Conditions and that they are authorised to enter on behalf of the business associated with the qualifying purchase.