

## **COMPETITIONS - GENERAL TERMS & CONDITIONS**

By entering any of the Promoters competitions, each Entrant will be deemed to have accepted these terms and conditions and to have agreed to be bound by them.

### **1. Definitions**

The 'Promoter' is Nelson Regional Development Agency / Nelson Tasman NZ.

An 'Entrant' is any individual who submits an entry into one of the Promoters competitions by way of the entry criteria specified for any given competition. This may include commenting on a social media post, sharing a photo, creating a video, filling out a form, participating in a campaign activation or any other method specified through the competition criteria.

A "Prizewinner" is any Entrant whose submission has been selected as a winning entry for one of the Promoters competitions.

### **2. Eligibility**

The Promoter reserves the right to determine in their sole discretion, whether at the time of entry or thereafter, a submission qualifies for entry into the competition and may withdraw an Entrants' submission from the competition at any such time and if applicable, revoke any prizes awarded to the Entrant in relation to their submission. It is at the sole discretion of the Promoter as to whether any submissions made past the competition closing date are accepted.

To be eligible for entry into the Themed Journeys competitions, Entrants must at the time of entry:

- Be 18 years of age or over
- Live or reside in New Zealand

### **3. Content**

The content of any submission into the Promoters competitions cannot:

- be discriminatory, racist, hateful, violent, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane, indecent, offensive, or unlawful
- contain or feature nudity, drugs or cigarettes
- advertise or be designed to sell a product or service or increase traffic to any website other than the promoters official web pages
- be otherwise objectionable, or in poor taste.

### **4. Video and Photo Entries**

Some of the Promoters competitions will require Entrants to submit video or photographic content. In the case of video submissions, these must not:

- include mention or performance of any copyrighted media production, including but not limited to music, film, books, television programming or identifying descriptions of any media property. All music featured in any video must be available to publicise and broadcast on a license-free, no compensation basis
- feature any recognisable person in a private or domestic setting OR any recognisable person on private land OR any recognisable person under the age of 18 unless permission has been granted from the recognisable person or their parent/guardian. The Entrant must be able to

demonstrate they have this permission if requested (e.g., model release, signed permission) otherwise their submission may be deemed ineligible.

The Promoter takes no responsibility for any failure by an Entrant to obtain the necessary authorisations.

## **5. Warranty**

The Promoter accepts no liability for video or image submissions that contain content that is not solely owned by the Entrant. It is an express condition of submission and eligibility that the Entrant warrants and represents that their submission is solely owned by the Entrant and solely created by the Entrant for the purpose of entering this competition, and that no other party has any rights or interest in the content. The Entrant further represents and warrants that the content and any use thereof by the Promoter or any partners, subsidiaries and affiliates in connection with programming, advertising, promotion and publicity, shall not infringe upon any statutory or common law intellectual property right (including, without limitation, any copyright) under NZ and international laws and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of third party.

## **6. Copyright**

Entrants will retain copyright in their work, but in submitting their entry understand that the Promoter may choose to share or include all or part of the Entrants entry on their website, on their social channels, in campaign videos and in their collateral in relation to the Promoters competition for the purpose of future marketing and promotional materials. This also includes distribution via paid advertising across social and media platforms. This does not include the publication or dissemination of any of the Entrant's personal information.

Prizewinners will also retain copyright in their work. However, to receive their prize, each Prizewinner must grant to the Promoter a non-exclusive, worldwide, perpetual, assignable, royalty-free license to publish, reproduce, distribute, display, perform, create derivative works, transmit or disseminate the works in all media or platforms, whether now known or hereafter invented, for any purposes the Promoter may determine without further consideration to the Prizewinner or any third party. The Prizewinner also waives any and all moral rights in the works with respect to any use by the Promoter.

The Entrant understands and acknowledges that they are not entitled to any compensation or other consideration for the Promoter to exercise the above rights in relation to the Entrants' submission once it has been submitted into the competition.

## **7. Privacy**

The personal information of the Entrant will be kept private and confidential, other than for purposes relating to the successful execution of this competition. The Entrant acknowledges that, in accordance with the nature of some of the Promoters competitions, this may include the publication of their entry name, social media handle and submission on the Promoters' website or social channels, in campaign videos and via advertising platforms.

All user email addresses that are provided as part of entry into the Promoters competitions will be included in the Nelson Regional Development Agency's marketing database and Entrants acknowledge that they may be sent marketing communications from the Promoter over the campaign period, and beyond. These communications can be unsubscribed from at any time.

Prizewinners acknowledge that their personal information (such as name and contact details) may be shared with trusted third parties solely for the purpose of administration and prize fulfilment.

The Promoter will not sell, rent, transfer or otherwise disclose your personal information to any third party other than as described above herein.

The collection, use and disclosure of personal information by the Promoter is dealt with in accordance with the Privacy Act 2020. An Entrant has the right to access and seek correction of personal information held by the Promoter, and the right of review to the Promoter or the Privacy Commissioner about a breach of the Privacy Act or any registered code under the Privacy Act that binds the Promoter.

## **8. Competition Details and Prizes**

The Themed Journeys campaign includes three competitions.

The Themed Journeys campaign competitions will go live at 9am, Tuesday 11 April, 2023 and will run until 9am, Tuesday 2 May, 2023. Prizes will be drawn at the end of the campaign competition period and all prizes for the Themed Journeys competitions will be awarded by Wednesday 3 May, 2023.

The 'Wellness & Trails' prize package includes:

- 1 x two nights '[Reconnect with Nature](#)' package for two people at Maruia River Retreat
- 1 x day of bike or e-bike hire for two people with Gentle Cycling
- 1 x one night accommodation in a double room for two people, including breakfast at Rutherford Hotel Nelson

T&C's for this package: Accommodation stays for the Reconnect with Nature package at Maruia River Retreat are valid between 16<sup>th</sup> September 2023 and 30<sup>th</sup> March 2024 only, and exclude public holidays. All prizes are valid until 30<sup>th</sup> March 2024 and are subject to availability.

The 'Makers, Creators & Curators' prize package includes:

- 1 x one night accommodation in a Deluxe room for two people, including breakfast at Ratanui Lodge
- 1 x \$100 voucher to spend at Mussel Inn
- 1 x voucher to catch two salmon and have them smoked or cut into sashimi at Anatoki Salmon
- 3 x 200ml gins of choice from Dancing Sands Distillery

T&C's for this package: Accommodation stay valid between 1<sup>st</sup> October 2023 and 30<sup>th</sup> March 2024 only, and excludes stays between 23<sup>rd</sup> December 2023 and 28<sup>th</sup> February 2024, public holidays and Saturdays. Dancing Sands prize must be redeemed prior to November 30<sup>th</sup> 2023. All other prizes are valid until 30<sup>th</sup> March 2024. All prizes are subject to availability.

The 'Light Footprint' prize package includes:

- 1 x one night accommodation for two people at Abel Tasman Lodge
- 1x 'Gourmet Platter' kayaking day trip for two, including lunch with AbelTasman.com
- 1x \$100 voucher to spend at Toad Hall

T&C's for this package: Accommodation prize must be redeemed prior to October 30<sup>th</sup> 2023. All other prizes are valid until 30<sup>th</sup> March 2024. All prizes are subject to availability and minimum numbers apply for the kayaking day trip.

#### Other conditions:

- Each prize and prize package from the Themed Journeys campaign competitions has its own unique terms and conditions relating to availability, exclusions, number of people, expiry dates and blackout dates. These will be specified to Prizewinners as prizes are released.
- Prize is provided “as is” without warranty of any kind.
- The prize winner cannot assign or transfer the prize to another person, except at the discretion of the Promoter.
- Prizes are not exchangeable or redeemable for cash.
- No prize substitution or changes are allowed except at the discretion of the Promoter.
- The prize winner is responsible for any loss of the prize or portion of the prize after it has been awarded.
- The Promoter is not responsible if any prize cannot be awarded due to travel cancellations, delays, or interruptions due to acts of god, acts of war, natural disasters, weather or terrorism.

If a prize or any portion of a prize cannot be awarded due to circumstances beyond the control of the Promoter (e.g. conflict between seasonal operations and the Prizewinners selected travel dates, business closure, force majeure etc), a substitute prize at an equal or lesser value may be awarded at the discretion of the Promoter; provided, however, that if prizes are awarded but unclaimed/forfeited by the Prizewinner, the prize may not be re-awarded.

#### **9. Process of Selecting and Notifying Prize Winners**

- The Promoter will select prizewinners using a Google random generator.
- Entrants submissions will be checked for eligibility before they are confirmed as a Prizewinner.
- Should the Entrant be deemed as ineligible to become a Prizewinner at the Promoters discretion, then the prize will be redrawn and awarded to another Entrant.
- This process will be undertaken between the time a competition within the Themed Journeys campaign has been determined to close and the time in which all prizes must be awarded, as set out above.
- There will be a total of three Prizewinners across the three Themed Journeys campaign competitions.
- Only one prize package will be awarded per Prizewinner. In the event that an Entrant is selected as a Prizewinner for more than one of the Themed Journeys campaign competitions, a re-draw will take place.
- In the event that evidence is provided suggesting a Prizewinner does not meet the eligibility criteria, the Promoter reserves the right to revoke the prize at any time and re-award it to another Entrant.
- The Promoters decisions in relation to the prize draw are final and no correspondence or discussion will be entered into regarding the judging process, or any outcomes reached.
- Prizewinners will be notified via email, depending on the nature of the Promoters competition. The Prizewinner will be required to respond to the email within 7 working days and to provide any requested documents and/or files (if applicable) within 10 working days. Failure to respond within this time frame or to provide the required documents may result in forfeiture of the prize and, in such case, the Promoter will, at their discretion, select an alternate Prizewinner.

- The Promoter shall not be obligated to award any prize that relates to or arises out of improper or mistaken prize notification, operation or function of this competition.

## **10. Release of Liability**

To the fullest extent permitted by law, the Promoter (and its' respective employees, shareholders, officers and directors) excludes all liability for any losses, damages and costs suffered or incurred by an Entrant, including any liability for personal injury or death or loss of business opportunity or liability due to negligence of the Promoter or its personnel, whether direct, indirect, special or consequential, arising in connection with these competition terms or the conduct of the competition. In addition, each entrant releases and holds the Promoter (and its' respective employees, shareholders, officers and directors) harmless from:

- i. late, lost, delayed, damaged, incomplete, ineligible, misdirected or otherwise undeliverable mail, attempts to enter or other correspondence
- ii. any condition caused by events beyond the control of the promoter that may cause the competition to be disrupted or corrupted
- iii. any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the competition
- iv. any and all injuries, losses, damages, rights, claims and action of any kind, including personal injury or death, or property damage, resulting in whole or part, directly or indirectly, from acceptance, possession, misuse or use of the prize, entry or participation in this competition or in any competition-related activity
- v. claims based on publicity rights, defamation or invasion of privacy.

The Promoter reserves the right, in its sole discretion, to suspend or cancel any of the Promoters competitions at any time in the event that the administration, security or proper conduct of the competition will be compromised if it were to continue.

The Promoters competition may also be promoted by a third party or parties. The Entrant shall indemnify and hold harmless the Promoter, any third parties, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, agents and representatives from and against any and all liability, claims, loss, damage, injury or expense, including reasonable solicitors' fees, arising in connection with any third party action arising out of a breach or allegation which if true would constitute a breach, of any Entrant's representations, warranties or obligations herein.

The opinions expressed by Entrants are not necessarily (and in some cases not at all) those of the Promoter. The Promoter is not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of the creation of this content. The Promoter is not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in the content and makes no warranties, express or implied, as to the content or the accuracy or reliability of any information provided by an Entrant. All statements and opinions made by Entrants are those of the Entrant only, and the Promoter neither endorses nor shall be held responsible for the reliability or accuracy of same.

The Promoter is not responsible for the content or practices of other third-party websites and social media platforms that may be linked to the competition. It is expected that the Entrant will comply with their terms of service when hosting content on these platforms.