

Reflective gear survey 2024 prize draw

Competition Rules

1. ACCEPTANCE

- 1.1. **The Competition:** This Competition is run by Greater Wellington Regional Council in accordance with these competition rules.
- 1.2. **Deemed Acceptance:** When a Participant completes an Entry, they are deemed to have accepted these Competition Rules.
- 1.3. **Minors:** A Participant must be 18 years or older.

2. COMPETITION PERIODS

- 2.1. **Competition Period:** The Competition will start at 12:00AM on Monday 20 May 2024, and end at 11.59pm on Sunday, 11 August 2024 (the **Competition Period**).

3. ENTRY PROCESS

- 3.1. **Entry:** On or before the Entry Deadline, a Participant must submit a survey via the link emailed to them, ensuring they click the checkbox in the survey to indicate they want to enter this Competition (an Entry).
- 3.2. **Only One Prize:** A Participant may only win one Prize.
- 3.3. **Validity:** Only Entries that comply with clause 3.1 and are not otherwise disqualified under clause 3.4 will be considered valid Entries.
- 3.4. **Disqualified Participants.** Disqualified Participants may not enter the Competition.

4. WINNING THE PRIZES

- 4.1. **Winners:** The winners of the Competition will be selected by us as set out in these Competition Rules. Our determination is final, and no correspondence will be entered into.
- 4.2. **The Draws:** On Monday, 12 August 2024, after the end of the Competition Period we will select three (3) Entries at random from all the valid Entries received by the Entry Deadline (each a **Winning Entry**).
- 4.3. **Prizes:** The Participants that submitted a Winning Entry (each a Winning Participant) will each receive one of the Prizes.
- 4.4. **Contact:** Using the email address provided with the Entry, on or before Friday, 16 August 2024, we will contact each Winning Participant to advise them of the win.
- 4.5. **Claiming a Prize:** A Winning Participant must contact us via email within one week after receiving the email in accordance with clause 4.4 TO claim their Prize (**Claim Deadline**).
- 4.6. **Redraw:** If the Winning Participant does not respond by the Claim Deadline, the Prize becomes forfeit, and we may in our sole discretion, undertake a redraw of the winner.
- 4.7. **Delivery:** We will arrange for the Prize to be delivered via email to the email address of the Winning Participant.
- 4.8. **Confirmation of acceptance:**
 - (a) Prior to releasing the Prizes, we may request written confirmation of the acceptance of these Competition Rules from the Winning Participant.

- (b) If written confirmation is not provided after such as request, the Prize will be forfeit and we will undertake a redraw.

4.9. **No Transfer:** The Prize cannot be transferred, exchanged or redeemed for cash.

4.10. **Unavailability:** If the Prize or any part of the Prize is unavailable for whatever reason, we may substitute a prize of an equivalent value.

5. PRIVACY

5.1. **Permission:** By submitting an Entry, you warrant to us that you have obtained all relevant permissions to enter this Competition.

5.2. **Purpose:** We may collect, store and use Personal Information provided with or within an Entry, or in connection with the Competition, as set out in (and in accordance with) the Competition's privacy statement.

6. GENERAL

6.1. **Associated terms:** You accept the Prize subject to any associated terms and conditions of us.

6.2. **Change:** We may suspend, amend, vary, extend or discontinue this Competition at any stage for any reason. Any such action will be notified via email.

6.3. **Disqualification:** We may, in our sole discretion:

- (a) disqualify any Entry that:

- (i) is not made in accordance with these Competition Rules;
- (ii) breaches any terms and conditions of Third Party sites as they relate to competitions run on those platforms;
- (iii) we consider to be unsolicited electronic communications and/or advertising;
- (iv) we reasonably consider breaches any law; and
- (v) we reasonably consider is otherwise inappropriate;

- (b) refuse to award a Prize where:

- (i) they have failed or refused to provide written confirmation under clause 4.8(a)
- (ii) we consider that a Participant or any other person who has entered on their behalf has violated the Competition Rules in any way, gained unfair advantage in participating in the Competition or has won using fraudulent means.

6.4. **Governing Law:** These Competition Rules shall be governed by the laws of New Zealand and subject to the non-exclusive jurisdiction of the courts of New Zealand.

6.5. **Late or Invalid Entries:** Greater Wellington takes no responsibility for any inability to enter, complete, continue or conclude the Competition for any reason including:

- (a) incorrect contact details;
- (b) invalid, unclear or illegible Entries;
- (c) equipment or technical malfunctions;
- (d) busy lines or internet failures;
- (e) inadvertent disconnection; and
- (f) Force Majeure.

- 6.6. **No Liability:** Subject to any applicable laws which cannot be excluded, Greater Wellington, its employees and agents will not be liable for any loss, damage or injury of any nature incurred or suffered by any person (including but not limited to indirect or consequential loss or loss arising from negligence) arising directly or indirectly from or in connection with, this Competition or with winning, redeeming or benefiting from a Prize.
- 6.7. **No Waiver:** Failure by Greater Wellington to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.8. **Mailchimp:**
- (a) In entering or participating in this Competition you will be using Mailchimp.
 - (b) Greater Wellington will comply with all its obligations to you in relation to Mailchimp.
- 6.9. **Greater Wellington Contact:** If you have any questions in relation to this Competition, please contact sustainabletravel@gw.govt.nz.

7. DEFINITIONS

Competition: The reflective gear survey 2024 prize draw, an email-based incentive for Participants who complete a second survey response on free reflective gear giveaways.

Disqualified Participant. Any of the following people:

- (a) employee, contractor, or other personnel whose primary place of employment is Greater Wellington Regional Council.
- (b) any person living outside New Zealand

Entry has the meaning given to it in clause 2.1.

Greater Wellington Regional Council, we, us or our: The Wellington Regional Council, a regional council in accordance the Local Government Act 2002, with its physical address at 100 Cuba Street, Te Aro, Wellington.

Mailchimp the email and marketing automation platform used to provide a link to the survey to the Participant.

Personal Information: Any information about an identifiable person collected by or on behalf of Greater Wellington and includes, without limitation, names, ages, email address, and photographs.

Participant: A person submitting an Entry excluding a Disqualified Participant.

Prize: There are a total of 3 prizes to be won. Each Prize is a \$100 supermarket voucher. The supermarket will be chosen by us.