

Terms and Conditions- Greater Hurricanes Giveaway

1 ACCEPTANCE

1.1 **The Competition:** This Competition is run by Greater Wellington in accordance with these competition rules.

1.2 **Deemed acceptance:** When a person submits an Entry, they are deemed to have accepted these Competition Rules.

1.3 **Minors:** Persons under the age of 18 are not able to Participate in the Competition.

2 ENTRY PROCESS

2.1 **The Entry:** On or before the Entry Deadline, a Participant must comment on the Competition Post responding to the question posed in the Competition Post (an Entry).

2.2 **One entry only:** A Participant may only complete one Entry and may only win one Prize.

2.3 **Validity:** Only Entries that comply with clause 2.1 and are not otherwise disqualified under clause 6.3 will be considered valid Entries.

2.4 **Verification:** We may verify the validity of the Winning Entry including confirming the information specified at clause 4.5(b).

2.5 **Disqualified participants:** Disqualified Participants may not enter the Competition.

3 ENTRY DEADLINE

3.1 **Competition period:** The Competition will start on Monday 3 June 2024 and will end on Friday 14 June 2024 (the Competition Period).

3.2 **Deadline:** All Entries must be submitted no later than 5pm on Wednesday 15 May 2024 (the Entry Deadline).

4 WINNING THE PRIZES

4.1 **The Winner:** The winner 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 Draw:** On or before 5 pm on Thursday 16 May 2024 we will select 1 entry at random, from all the valid entries (see clause 2.3) by the Entry Deadline.

4.3 **Prizes:** The Winning Participant will receive one Prize.

4.4 **Contact:** We will respond to the comment made by the Winning Participant advising them:

- a) That they have won a Prize;
- b) How to contact us to claim their Prize;

4.5 **Claiming a Prize:**

- a) The Winning Participant must contact us in the specified way with the requested information on or before 5pm on the Thursday falling one week after the announcement at clause 4.1 (Claim Deadline) to claim their Prize and to arrange for its collection or delivery.
- b) The requested information will include confirmation of the Winning Participant's name, that the account they used to post the comment is their own, whether they

are over 18 years of age, if they wish to collect the Prize or have it delivered. If the Winning Participant wishes to have the Prize delivered, in addition to the requested information, we will request a physical address for delivery of the Prize and a contact phone number.

- 4.6 **Redraw:** If the Winning Participant does not make contact by the Claim Deadline, we will re-draw another Winning Entry.
- 4.7 **Delivery:** The Winning Participant may elect to have the Prize delivered by courier or collected from us.
- 4.8 **Confirmation of acceptance:**
- 4.8.1 Prior to releasing the Prizes, we may request written confirmation of the acceptance of these Competition Rules from the Winner.
- 4.8.2 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.
- 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 use.
- 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 on the GW Facebook Page - <https://www.facebook.com/GreaterWellington>.
- 6.3 **Disqualification:** We may, in our sole discretion:
- 6.3.1 Disqualify any Entry that:
- a) Is not made in accordance with these Competition Rules;
 - b) We consider to be unsolicited electronic communications and/or advertising;
 - c) We reasonably consider breaches any law; or
 - d) We reasonably consider is otherwise inappropriate;
- 6.3.2 Refuse to award the Prize to a Winning Participant where:
- a) They have failed or refused to provide written confirmation under clause 4.8;
 - b) We consider that they 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 due to incorrect contact details, invalid, unclear or illegible Entries, equipment or technical malfunctions, busy lines, inadvertent disconnection, Force Majeure or otherwise.
- 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 **Facebook:**
- 6.8.1 In entering or participating in this Competition you will be using Facebook.
- 6.8.2 This competition is in no way sponsored, endorsed or administered by or associated with Facebook.
- 6.8.3 Greater Wellington will comply with all its obligations to you in relation to use of Facebook.
- 6.8.4 You are, however, solely responsible for ensuring that you are aware of and comply with your obligations in relation to Facebook.
- 6.9 **Greater Wellington Contact:** If you have any questions in relation to this Competition, please contact sarah.mildon@gw.govt.nz

7 Definitions

Competition: The Greater Wellington Greater Hurricanes Giveaway is designed to incentivise competitors to understand Greater Wellington's involvement with the Wellington Regional Stadium.

Competition Post: The Post on the Greater Wellington Facebook account that poses the question to be answered as an Entry to the Competition.

Disqualified Participant: Any of the following people:

- (a) Greater Wellington personnel (including contractors) and their Immediate Family
- (b) Any person under 18 years old
- (c) Any person living outside of the Wellington Region.

Entry has the meaning given in clause 2.1.

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

Immediate Family: Spouses, grandparents, parents, children, and grandchildren, whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

Personal Information: Any information about an identifiable person collected by or on behalf of Greater Wellington and includes, without limitation, name, age group, physical address, and (if needed) written confirmation of acceptance of these Competition Rules from the Winning Participant (which shall include that person's name).

Participant: A Participant is anyone 18 years or older living in the Wellington Region that holds a Facebook account and is not a Disqualified Participant.

Winning Participant: The Participant selected as the winner of the competition in accordance with clause 4.1.

Prize: an official Hurricanes merchandise jersey that is signed by members of the 2024 Hurricanes squad.