

Competition and Prize Draw Terms

These Standard Competition and Prize Draw Terms and Conditions (**Terms**) will explain:

- How we will manage the award of any Prize awarded as part of an Eligible Promotion
- How we will protect your personal information collected as part of an Eligible Promotion

Your participation in an Eligible Promotion is deemed acceptance of these Terms (as amended from time to time) and any Promotion Specific Terms. These Terms provide Participants with a base set of guidelines under which Eligible Promotions are held and by which entry is governed. Please note that there will be specific terms for each Eligible Promotion and full details will be supplied in the promotional material.

GLOSSARY	
Competition Promotion	means a promotion which requires a Participant to apply a level of thought and/or skill to their entry, and where the Winner is determined based on the method set out in the Promotion Specific Terms
Draw	means a randomised selection of a Participant's details from qualifying submissions that meet the criteria specified in an Eligible Promotion
Eligible Promotion	means either a Competition Promotion or Prize Draw Promotion offered by us to you which includes a Prize incentive and is subject to these Terms together with the Promotion Specific Terms
Participant or "You"	means any individual who participates in an Eligible Promotion
Prize	means the prize, reward or benefit awarded to the Winner as part of the Eligible Promotion as described in the Promotion Specific Terms
Prize Draw Promotion	means a promotion where the Winner is determined by chance through a Draw
Promoter or "we" or "our" or "QLDC"	Means Queenstown Lakes District Council of 10 Gorge Road, Queenstown 9300 or an agent acting on its behalf who manages the Eligible Promotion
Promotion Period	means the time and date period in which a Participant may enter the Eligible Promotion as set out in the Promotion Specific Terms
Promotion Specific Terms	means any terms and conditions specific to the Eligible Promotion that apply in addition to these Terms and are published as part of the Eligible Promotion
Winner	means the Participant who is eligible to receive a Prize based on the criteria in these Terms and any Promotion Specific Terms

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ENTRY

1. **Entry subject to Eligibility** The Participant enters the Eligible Promotion in accordance with these Terms and any Promotion Specific Terms.
2. **Age to Enter** To participate in the Eligible Promotion, the Participant must:
 - a. **Adult** be aged 18 years or older (as at the commencement of the Promotion Period); or
 - b. **Youth** if the promotion is a 'youth' promotion, must be aged younger than 18 years of age and have permission of their legal parent or guardian to enter the Eligible Promotion.
3. **Resident of Queenstown Lakes District** To participate in the Eligible Promotion, the Participant must be:
 - a. **Resident in Queenstown Lakes District** resident in the Queenstown Lakes District; and
 - b. **Meet Promotion Specific Terms** meet any other conditions or requirements set out in the Promotion Specific Terms.
4. **Entries Limited to One Entry** Unless otherwise stated in the Promotion Specific Terms, the Participant may only enter the Eligible Promotion once and additional entries submitted by the Participant will be deemed invalid.
5. **Entry Receipt** Entries for the Eligible Promotion must be received by the Promoter within the Promotion Period. The Promotion Period will close at 23:59 on the specified end date.
6. **Entries and Time Stamps** Entries are accepted at the time of receipt by the Promoter. The Promoter is not liable for any entries not received for any reason or for any delay in transmission across a social media platform, email server, post or other method of submission.
7. **Late Entries** Any entry that:
 - a. is received outside of the Promotion Period; and/or
 - b. has not been submitted in accordance with these Terms and Promotion Specific Terms; and/or
 - c. is otherwise incomplete, incorrect, or illegible

will be deemed invalid and late entries shall not be accepted unless at the absolute discretion of the Promoter.
8. **Errors, Omissions and Delays** The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
9. **Employees and Council Officers of QLDC Not Eligible** Employees, directors and contractors of the

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Promoter, its related companies or any agencies participating in the Eligible Promotion and their immediate families cannot be a Participant.

- 10. Inconsistency in Terms** In the event of any inconsistency between these Terms and any Promotion Specific Terms, the Promotion Specific Terms shall prevail to the extent of the inconsistency. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

PRIZE AWARD

- 1. Prize Specified** The Prize (including its total value) will be described in the Promotion Specific Terms. The Promoter is not responsible for any variation in the value of a Prize.
- 2. Determining the Winner** Where the Promotion Specific Terms identify the Eligible Promotion as a:
 - a. Competition Promotion** the Winner shall be determined in the manner set out in the Promotion Specific Terms; and
 - b. Prize Draw Promotion** the Winner shall be determined by a Draw (the details, including the time and date of the draw, shall be set out in the Promotion Specific Terms).
- 3. Contacting the Winner** The Winner shall be contacted via the contact details provided at the time of entry.
- 4. Re-Draws** The Promoter reserves the right to determine a new Winner where:
 - a.** after three (3) attempts (within 10 business days of the Winner being determined), the Promoter has been unable to contact the Winner; and/or
 - b.** contact details are incomplete, missing or illegible,
- 5. Prize May Not Be Exchanged or Redeemed for Cash** The Prize must be taken as offered, cannot be redeemed for cash and is neither transferable nor exchangeable, except at the Promoter's sole discretion.
- 6. Substitution of Prize** Subject to any applicable law, if for whatever reason a Prize is unavailable, the Promoter reserves the right to substitute it for a prize of equal or greater value.
- 7. Winner Declines to Accept Prize** If the Winner does not accept the Prize, the Prize will be forfeited, and the Promoter reserves the right to determine a new Winner.
- 8. Interference with Prize** The Promoter is not liable for any Prize that may be lost, stolen, forged, damaged, or tampered with in any way after it leaves our possession.

JUDGING COMPETITION PROMOTIONS

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- 9. Judging Criteria** The Promoter may set the judging criteria at its sole discretion.
- 10. Judging Panel** The judging panel may consist of QLDC officers, employees or may be a third-party, all at the sole discretion of the Promoter.
- 11. Promoter Decision is Final** The Promoter's decision is final and binding, and no correspondence will be entered into.

PREZZY CARD PRIZES

- 12. No Endorsement** The Participant acknowledges that the Eligible Promotion is in no way sponsored, endorsed, or administered by, or associated with Prezy Card® or any retail service provider. 'Prezy Card®' is a registered trademark of Kiwibank Limited. Standard Prezy Card® terms and conditions apply, see prezycard.co.nz/terms-and-conditions for more details.

ELIGIBLE PROMOTIONS RUN VIA SOCIAL MEDIA PLATFORMS

- 13. No Endorsement from Social Media Platforms** If the Eligible Promotion is promoted on or requires entry via the Promoter's Facebook, Instagram, Twitter and/or LinkedIn page, the Participant:
 - a. acknowledges that the Eligible Promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, Twitter and/or LinkedIn; and
 - b. completely releases Facebook, Instagram, Twitter and/or LinkedIn from any and all liability associated with the Eligible Promotion.

TRANSMISSION OF ENTRIES

- 14. No Liability for Failure to Transmit** The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to a Participant's or any other person's mobile handset, or computer related to, or resulting from, participation in the Promotion or the downloading of any materials related to the Promotion

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15. Uploading Entry Materials If the Eligible Promotion requires the Participant to submit and or send materials as part of an entry (including, but not limited to comments, recordings, and images) (**Entry Content**), the following applies:

- a. **Licence to the Promoter** The Participant licences and grants to the Promoter a non-exclusive, royalty-free perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish, and display such Entry Content for any purpose related to the Eligible Promotion, in any media, without compensation, restriction on use, attribution or liability.
- b. **Moral Rights Waived** The Participant agrees to waive any moral rights that exist in the Entry Content.
- c. **Participant Responsible for Entry Content** The Participant (or legal guardian where Participant is aged under 18 years of age) agrees that they are fully responsible for the Entry Content they submit and will not submit any Entry Content that is unlawful, fraudulent, or otherwise unsuitable for publication.
- d. **Warranty to Rights to Entry Content** The Participant warrants that it has the full authority to grant the rights contemplated by this clause and has obtained prior consent from any person that appears in the Entry Content.

16. Right to Refuse Entry Content The Promoter reserves all rights to refuse to accept Entry Content that it deems (in its sole discretion) to be in breach of any intellectual property rights of a third party, is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin, culture, or gender or is not suitable for children under 13 years of age.

USE OF PERSONAL INFORMATION AND CONSENT TO PUBLICITY

17. Use of Personal Information By entering an Eligible Promotion, the Participant agrees that the Promoter may use the Participant's personal information:

- a. **Carry out Promotion** to carry out the Competition Promotion or Prize Draw Promotion, including determining and notifying the Winner(s);
- b. **Disclose Personal Information to Prize Supplier** to provide the Prize to the Winner, including, where required, disclosing that information to the supplier or sponsor of the Prize and/or regulatory authorities; and
- c. **Marketing and Publicity** for future marketing, promotional, publicity, research, and profiling purposes.

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The above list is not exhaustive and is subject to the Privacy Policy located on QLDC's website.

18. Publication of Name and Photograph By submitting an Entry, the Participant accepts and acknowledges the following:

- a. **Consent to Publish** to his/hers/their name, region and/or photograph being used for such publicity purposes as reasonably determined by the Promoter, including publication on the QLDC website and/or social media accounts; and
- b. **Available for Comment** to make themselves reasonably available for comment on being a Winner.

19. Storage of Personal Information All personal information will be collected and stored in accordance with the Privacy Act 2020 and the QLDC Privacy Policy located on our website.

GENERAL

20. Verify Entries The Promoter reserves the right, at any time, and in its sole discretion to:

- a. **Validity** verify the validity of an entry and/or Participant; and/or
- b. **Proof of Residence** require a Participant to provide proof of residence in the Queenstown Lakes District; and/or

21. Disqualification of Entries The Promoter reserves the right, at any time, to disqualify any Participant who the Promoter has reason to believe has breached any of these terms & conditions or engaged in any unlawful or other improper conduct or any conduct calculated to jeopardise the fair and proper conduct of the Eligible Promotion.

22. Cancellation, Suspension or Termination of Eligible Promotion If for any reason the Eligible Promotion is not capable of running as planned the Promoter reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Eligible Promotion.

23. Promoter Not Liable To the extent permitted by law, the Promoter:

- a. **Warranties Excluded** excludes all warranties in relation to the quality, suitability, or merchantability of a Prize except where such exclusion cannot apply at law;
- b. **Not Liable for Loss** will not be liable for any loss (including indirect and consequential loss) or damage or personal injury suffered or sustained in connection with the Eligible Promotion including the supply of goods or services by any person to the Winner, and where applicable to any persons accompanying the Winner; and
- c. **No Tax Liability** accepts no responsibility for any tax liabilities that may arise from winning the

Prize.

24. Governing Law These Terms and the Promotion Specific Terms are governed by the laws of New Zealand.

END OF TERMS