

# Movin'March Movin'Minds 2021

## Competition Rules

### 1. ACCEPTANCE

1.1. **The Competition:** This Competition is run by Greater Wellington in accordance with the Competition Rules.

1.2. **Deemed Acceptance:** There will be a number of parties that are involved in this Competition. When these parties complete an Entry or otherwise continue to be engaged with or involved in the Competition, they are deemed to have accepted these Competition Rules.

#### 1.3. Minors:

Where a Participant is a child under the age of 18 years:

(a) These Competition Rules must be accepted by the Participant's parent or legal guardian on their behalf.

(b) The Participant, the Representative and/or the relevant Participating School, as context requires, are responsible for ensuring that a Participant's parent or legal guardian is aware of and accept these Competition Rules.

### 2. COMPETITION PERIOD

2.1. **Movin'Minds Challenge:** The Competition will start on Monday, 1 March 2021 and will end on Wednesday, 31 March 2021 (the **Competition Period**).

### 3. ENTRY PROCESS

3.1. **The Entry:** A Participant, or a team of up to four Participants attending the same Participating School (a **Team**), will create a Production that meets the Requirements within the Competition Period (the **Entry**).

3.2. **Submission:** The Representative must submit an Entry to us:

(a) following the instructions relating to the Competition on the Website;

(b) on or before the Entry Deadline;

(c) with the name of the Participating School attended by the Participant or Team; and

(d) with the Representative's name and email address (the **Contact Details**).

#### 3.3. One Entry Only:

(a) A Participant or a Team may only create one Entry.

(b) For the avoidance of doubt, this means that a Representative cannot submit two Entries for any Participant or Team including where one Entry is submitted for a single Participant and one as a member of a Team.

3.4. **Disqualified Participants.** Disqualified Participants may not enter the Competition.

3.5. **Validity:** Only Entries that meet the Requirements, comply with clauses 3.1 to 3.4, and are not otherwise disqualified under clause 8.2, will be considered valid Entries.

3.6. **Verification:** We may, at any time, verify the validity of any Entry including, without limitation, confirming:

(a) the date and time the Production was created;

(b) that all relevant authorisations and permissions have been obtained; and

(c) that the Production constituting an Entry meets all Requirements.

### 4. WINNING THE PRIZES

4.1. **The Winners:** The winners of the Competition will be selected by us as set out in clause 4.2. Our determination is final and no correspondence will be entered into.

4.2. **The Draw:** On or before 4 May 2021 we will select up to three winning Entries from the Wellington Region (each a **Winning Entry**).

4.3. **Prize:** The Participant or Team, as context requires, that created a Winning Entry will receive a Weta Prize Pack.

4.4. **Only One Prize:** For the avoidance of doubt there is only one Prize for each Winning Entry. This means that if the Winning Entry was created by a Team, the Team as a whole will receive only one Prize.

**4.5. Prize Conditions:**

- (a) There only seven places available on each of the Weta Cave Workshop Tours included in the three Weta Prize Packs for a maximum of 21 places.
- (b) At least one supervising adult must attend each of the Weta Cave Workshop Tours.

**4.6. Contact:** On or before Friday, 14 May 2021 we will:

- (a) contact the Representatives of the Winning Entries using the Contact Details to advise the Representatives of the win, to seek the names of the Participants (or each of the Team members) that created the Winning Entries, and to obtain an address to deliver the transport passes;
- (b) upload the Productions constituting the Winning Entries on to the Facebook Page with the first name of the Participant or Participants (if part of a Team) that created the Winning Entry (the **Winning Participants**) and the name of the relevant Participating School.

**4.7. Confirmation of Acceptance:**

- (a) Prior to 'delivering' the Prize in accordance with clause 4.8, we may require that the Representative or Participating School obtain written confirmation of the acceptance of these Competition Rules from each Winning Participant's parent or legal guardian;
- (b) If that written acceptance is not provided, the relevant Participant or Participants forfeit their right to receive or participate in any part of the Prize but the remaining Participants in a Team (if any) may continue to do so.

**4.8. Delivery:** We will:

- (a) assist the Representative to arrange the Weta Cave Workshop Tour at a time that is convenient for Weta and all attendees including how the attendees will identify themselves as the Prize winners;

(b) We will arrange for appropriate transport passes and courier these to the Representative.

(c) Other than expressly agreed at (a) and (b), we have no further responsibility to the Winning Participants including, without limitation, in relation to:

- (i) their use or failure to use the Prize's component;
- (ii) the management of the Weta Cave Workshop Tours.

**4.9. Forfeit:** In the event that:

- (a) we are unable to contact the Representative of a Winning Entry after three attempts;
- (b) a Weta Cave Workshop Tour is not booked and completed within two months of successfully contacting a Representative;
- (c) all Winning Participants with the right to a Prize fail to provide written acceptance under clause 4.7 if requested,

the Prize will be regarded as forfeit.

**4.8. Redraw:** In the event that Prize is forfeit we may, at our sole discretion, undertake a redraw.

**4.10. No Transfer:** A Prize cannot be transferred, exchanged or redeemed for cash.

**4.11. Unavailability:** If a Prize is unavailable for whatever reason, we may substitute that Prize for a prize of an equivalent value.

**5. MANAGEMENT OF PERSONAL INFORMATION**

**5.1. Permission:** By submitting an Entry, the Representative warrants to us that permission from each person (or where relevant, from their parent or legal guardian) appearing in the Production to submit the Production in the Competition.

**5.2 Purpose:** We may collect, store and use Personal Information provided with or within an Entry for the following purposes:

- (a) To run the Competition, including selecting the Winning Entries;
- (b) To communicate with Representatives or Participating Schools about the Competition;

- (c) To verify the validity of, or to decide to disqualify, an Entry;
- (d) otherwise as set out in (and in accordance with) the Movin'March Privacy Statement.

5.3 **Disposal:** Subject to any laws that require us to hold the Personal Information for longer, we will only store Personal Information until 31 March 2022 after which it will be removed from our systems or otherwise safely disposed.

## 6. INTELLECTUAL PROPERTY

6.2 **Warranty and Licence:** By submitting an Entry, the Representative, each Participant (or their parent or legal guardian) and each Participating School (as context requires):

- (a) warrant to us that:
  - (iii) the Entry complies with the Requirements;
  - (iv) they have all necessary rights, including Intellectual Property Rights, and/or permissions to use the Production in the Competition.
- (b) grant to us a non-revocable and royalty-free licence to use the Entry and any Intellectual Property in or associated with the Production as allowed under these Competition Rules.

6.3 **Infringement:** Entries that infringe any third party Intellectual Property Rights or other rights of any person, corporation or entity, will be deemed to be invalid.

## 7. OTHER USES

7.1. **Future use:** We may wish to use a Production submitted as an Entry for promotional purposes other than as specified in these Competition Rules.

7.2. **Permission:** Should we wish to use a Production for any purpose other than as specified in these Competition Rules, we will approach the Representative to obtain permission to do so in advance of such use and will not use the Production unless that permission is received.

## 8. GENERAL

8.1. **Associated Terms.** The Prize is accepted subject to and must be used in accordance with any associated terms and conditions.

8.2 **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 Website or Facebook Page.

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

- (a) disqualify any Entry that:
  - (i) is not made in accordance with these Competition Rules, including not having all the permissions required under clause 5.1;
  - (ii) breaches Facebook's terms and conditions of use as these relate to competitions run on that platform;
  - (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 we consider that a Participant (or any other person who enters this Competition on their behalf), Representative, Participating School, or any other person acting in their behalf has violated the Competition Rules in any way, gained unfair advantage in participating in the Competition or has won using fraudulent means.

8.3 **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.

8.3. **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;
- (e) inadvertent disconnection; and
- (f) Force Majeure.

8.4 **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.

8.5 **No Waiver:** Failure by Greater Wellington to enforce any of its rights at any stage does not constitute a waiver of those rights.

8.6 **Greater Wellington Contact:** If you have any questions in relation to this Competition, please contact Kirsty Barr at [kirsty.barr@gw.govt.nz](mailto:kirsty.barr@gw.govt.nz).

## 9 Definitions

**Competition:** The Movin'March Movin'Minds 2021 competition for children that meet the Participant criteria where they produce a mini-movie or slide show designed to convince the viewer of the benefits of walking or wheeling (biking, scootering) to school for themselves, their school community, or the planet.

**District.** Means one of the six following districts or cities - Wairarapa, Upper Hutt City, Hutt City, Wellington City, Porirua City and Kāpiti.

**Disqualified Participant:** A child of any personnel (including contractors) within Greater Wellington's Travel Choice team and/or a child of that personnel's Immediate Family.

**Entry Deadline:** Midnight, Friday 9 April 2021.

**Facebook Page:** The Movin'March Facebook page at <https://www.facebook.com/movinmarch/>.

**Greater Wellington, we 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.

**Immediate Family:** Spouses, parents, and children 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, address, recordings and photos.

**Participant:** A child in year 0 to 8 (inclusive) attending a Participating School that is not a Disqualified Participant.

**Participating School:** Any school in the Wellington Region that is registered as a participating school on the Website.

**Production:** A slide show or mini-movie that conforms to the Requirements.

**Representative:** A parent, legal guardian, or teacher at the Participating School of the Participant, or one of the Participants in the Team, that created the Production.

**Requirements:** The Production must be:

- (a) original as that term is defined by the New Zealand Copyright Act 1994 and associated case law;
- (b) created by one or more Participants;
- (c) designed to persuade children of the benefits of Active Journeys to school for themselves, their school community, or the planet (choosing one, both or all three);
- (b) if a mini-movie, no more than 15mb in size, three minutes in length, and in any of the following formats:
  - (i) .MOV
  - (ii) .MPEG4
  - (iii) .MP4
  - (iv) .AVI
  - (v) .WMV
  - (vi) .MPEGPS.
- (b) if a slide show, 10 slides or less, no more than 25mb in size and in any of the following formats:
  - (i) .PDF
  - (ii) .PPT/PPTX
  - (iii) .ODP (Open Office).

**Weta Prize Pack:** A pass to attend a Weta Cave Workshop Tour along with Metlink Explorer day passes for train and bus fares with a maximum total value (both Tour and fares) of NZD399 per group.

**Website:** The website at <https://www.movinmarch.com/movinminds>.

**Wellington Region:** The area comprising the six Districts.