

Movin'March Art Challenge 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 including the Educational Institutions and Alternative Education providers and their members of staff. When these parties download an Entry from the Website or otherwise continue to be engaged involved in any way in the Competition, they are deemed to have accepted these Competition rules.

1.3. Minors:

(a) As the Participants in the Competition are children under the age of 18 years, these Competition Rules must be accepted by the Participant's parent or legal guardian.

(b) The Participant's Educational Institution or Alternative Education provider is responsible for ensuring that the Participant's parent or legal guardians are aware of and accept these Competition Rules.

2. ENTRY PROCESS

2.1. **The Entry:** A Participant will either colour, or colour and free-draw, on the colouring-in sheet designed by Ali Teo for Movin'March 2021, either downloaded from the Website or provide to you in hardcopy format, and clearly enter all the requested information on the Entry (the **Entry**).

2.2. **Educational Institution Entries:** Where the Participant attends an Educational Institution:

(a) the Participant will hand in their Entry to their Educational Institution;

(b) the Educational Institution will select one Entry (**Selected Entry**) from each of the Participant Categories for which it has received a valid Entry; and

(c) following the instructions on the Website, the Educational Institution

must then submit the Selected Entries to Greater Wellington before the Entry Deadline.

2.3. Alternative Education Entries:

(a) Where the Participant receives an Alternative Education, the related Entry (**Alternative Education Entry**) must be submitted by the Participant's teacher directly to Greater Wellington following the instructions on Website before the Entry Deadline.

(b) We will then sort the valid Alternative Education Entries into their respective Participant Categories for judging.

2.4. **One Entry Only:** A Participant may only complete one Entry.

2.5. **Disqualified Participant:** A Disqualified Participant may not enter the Competition.

2.6. **Validity:** Only Entries that comply with all the entry processes set out at clauses 2.1 to 2.5 and are not otherwise disqualified under clause 8.3 will be considered to be valid Entries.

2.7. **Verification:** Greater Wellington may, at any time, verify the validity of any Entry including confirming the Participant's name, age, Educational Institution, and/or Alternative Education provider.

3. ENTRY DEADLINE

3.1. **Art Challenge:** The Movin'March 2021 Art Challenge will start on Monday, 1 March 2021 and will end on Wednesday, 31 March 2021 (**Art Challenge Period**).

3.2. **Deadline:** All Selected Entries and Alternative Education Entries must be received by Greater Wellington before the Entry Deadline.

4. WINNING THE PRIZES

4.1. **The 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 Draw.** On or before Tuesday, 4 May 2021 we will select:

- (a) one winning Entry from each of the four Participant Categories in each of the six Districts (each a **Winner**) for a maximum of 24 Winners;
- (b) one supreme Winner from the pool of Winners within each of the four Participant Categories (**Supreme Winner**) for a maximum of 4 Supreme Winners.

4.3. **Prizes:** Each of the:

- (a) 4 Supreme Winners will receive a Major Prize;
- (b) remaining Winners (a maximum of 20 Winners) will receive a Minor Prize.

4.4. **Only One Prize:** For the avoidance of doubt, the Supreme Winners are not entitled to a Minor Prize and will only receive a Major Prize.

4.5. **Contact:** On or before Friday, 7 May 2021 we will contact a Winner's or Supreme Winner's Educational Institution or Alternative Education provider advising it of the win and arranging for the delivery of the relevant Prize to the Educational Institution or Alternative Education provider to forward on to each Winner or Supreme Winner.

4.6. **Forfeiture:**

- (a) If an Educational Institution or Alternative Education provider cannot contact a Winner or a Supreme Winner within two weeks of being advised of the win under clause 4.5:
 - (i) the Prize is forfeit;
 - (ii) the Educational Institution or Alternative Education teacher must immediately advise Greater Wellington; and
 - (iii) if the Educational Institution or Alternative Education provider has already received the Prize, return the Prize to Greater Wellington.
- (b) If an Educational Institution or Alternative Education provider has successfully contacted a Winner or a Supreme Winner but the Prize is not

collected within two months of that contact, the Prize is forfeit and the Educational Institution or Alternative Education teacher must return the Prize to Greater Wellington.

4.7. **Confirmation of Acceptance:**

- (a) Prior to releasing a Prize, we may require written confirmation of the acceptance of these Competition Rules from the Winner's or Supreme Winner's parent or legal guardian.
- (b) If that written confirmation is not provided, the Prize will be considered forfeit.

4.8. **Redraw:** In the event that a Prize is forfeit under these Competition Rules, Greater Wellington may, at its sole discretion, reselect a Winner or Supreme Winner.

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

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

5. MANAGEMENT OF PERSONAL INFORMATION

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

- (a) To run the Competition, including selecting any Winner or Supreme Winner in each Participant Category;
- (b) To communicate with a Participant's Educational Institution or the Alternative Education provider and any of their members of staff about the Competition;
- (c) To verify the validity of, or to decide to disqualify, an Entry;
- (d) To contact an Educational Institution or Alternative Education provider to advise of any Winners or Supreme Winners;
- (e) To promote the Movin'March campaign in accordance with clause 7; and

- (f) Otherwise as set out in (and in accordance with) the Movin'March Privacy Statement.

5.2. **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 and/or otherwise safely disposed.

6. INTELLECTUAL PROPERTY

6.1. **Ownership:** We own and will continue to own all Intellectual Property Rights in the colouring-in sheet designed by Ali Teo for Movin'March 2021 and all completed Entries submitted to us.

7. PROMOTION

7.1. **Consent:** The submission of an Entry into this Competition constitutes agreement that Greater Wellington may post the following on the Movin'March Facebook page at www.facebook.com/movinmarch/:

- (a) a photograph of the artwork within the winning Entry; and
- (b) the Winner's or Supreme Winner's first name, Educational Institution or Alternative Education provider, and Participant Category.

7.2. **Promotion:** Any party submitting an Entry on behalf of a Participant must ensure that they have received the relevant Participant's parent's or legal guardian's consent to clause 7.1.

8. GENERAL

8.1. **Associated Terms.** Acceptance of the Prize is subject to any terms and conditions associated with that Prize.

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.

8.3. **Disqualification and refusal:** We may, in our sole discretion:

- (a) disqualify any Entry that is not made in accordance with these Competition Rules;
- (b) refuse to award a Prize to a Participant where we consider that the Participant or any party that has submitted an Entry on a Participant's

behalf has violated the Competition Rules in any way, gained unfair advantage in participating in the Competition or has won using fraudulent means.

8.4. **Entry Deadline:** Friday, 16 April 2021.

8.5. **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.

8.6. **Late or Invalid Entries:** Greater Wellington takes no responsibility for any inability to enter, complete, continue or conclude the Competition for any reason including (without limitation):

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

8.7. **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.

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

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

9. DEFINITIONS

Alternative Education: An education authorised by the Ministry of Education other than at or through an Educational Institution.

Competition: The Movin'March 2021 Art Challenge, a colouring and/or free drawing competition for children that meet the Participant criteria using a colouring-in

sheet designed by Ali Teo for Movin' March 2021 downloaded from the Website.

District: 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.

Educational Institution: Any of the following:

- (a) any type of school;
- (b) early childhood centres including Playcentres and kindergartens, day-care and respite institutions, and organised community playgroups and similar organisations;
- (c) before and after school care organisations including informal, parent-led, school-operated or commercially-operated organisations,

within the Wellington Region.

Greater Wellington, 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.

Major Prize: A 'Prezzy Card' to the value of NZD100.

Minor Prize: An item selected by Greater Wellington to the value of NZD30.

Participant Categories:

- (a) 5 to 6 years;
- (b) 7 to 8 years;
- (c) 9 to 10 years; and
- (d) and Special Education.

Personal Information: Any information about an identifiable person collected by or on behalf of Greater Wellington in relation to the Competition and includes, without limitation, name, age, class, and Educational Institution or Alternative Education provider.

Participant:

- (a) A child between the ages of 5 and 10 (inclusive):

- (i) that attends an Educational Institution; or
- (ii) receives an Alternative Education,

and is not a Disqualified Participant.

Prize: The Major and/or Minor Prizes as context requires.

Special Education: Education to address specific learning disabilities.

Website: the website at www.movinmarch.com/art.

Wellington Region: The area comprising the six Districts.