

**Greater Wellington Regional Council Movin'March Movin'Minds Competition 2020**  
**Terms and Conditions**

**Due to COVID-19 disruptions impacting on schools being open, the Movin'Minds Competition Period has been extended.**

GWRC is using its right to amend the Terms and Conditions associated with the Movin'March Movin'Minds Competition as follows:

1. The duration of the Movin'Minds Competition is extended to Friday 5<sup>th</sup> June 2020.
2. All entries received to date by GWRC will remain a valid Entry.
3. GWRC will make the draw within 19 working days of the End date.
4. Winners will be announced no later than 6 July 2020.
5. All other terms remain the same.

1. The Movin'March Movin'Minds Competition (**Competition**) is run by Greater Wellington Regional Council of 15 Walter Street, Te Aro, Wellington 6011 (**GWRC**). The Competition will be governed by these Terms and Conditions and by entering this Competition, you (**you, your or Eligible Entrant**) are deemed to have accepted these Terms and Conditions.
2. The Competition is open to any child in years 4 to 8 attending a school in the Wellington region including Wairarapa, Upper Hutt, Hutt Valley, Wellington central, Porirua and Kapiti, (the **Region**) that is registered on the Movin'March website [www.movinmarch.com](http://www.movinmarch.com) (the **Website**) with the exception of immediate family members of the GWRC Travel Choice team (**Eligible Entrant**).
3. If you are younger than 18 years of age, you must have the consent of your parent or legal guardian to enter this Competition.

#### **Competition Period**

4. The Competition will commence at 12:01am on Monday 2<sup>nd</sup> March 2020 and end at 11:59pm on Friday, 3 April 2020 (**Competition Period**).

#### **Entry**

5. An Eligible Entrant is able to enter the Competition individually or as part of a team of up to four Eligible Entrants (**Eligible Team**).
6. To enter the Competition, an Eligible Entrant or Eligible Team must:
  - (a) Provide a teacher or guardian name, email address and school name to GWRC on the Website to act as the representative of the Eligible Entrant or Eligible Team (**Representative**);
  - (b) Upload a slide show or mini-movie (a **Show**) conforming to the requirements at clause 7 to the Website,before the end of the Competition Period (each, an **Entry**).

7. The Show must:
  - (a) use images and/or animations that persuade students of the benefits of walking or wheeling (biking, scootering) to school for themselves, their school community or the planet (choosing one, both or all three);
  - (b) be five minutes long or less;
  - (c) be in any of the following formats:
    - i. .MOV
    - ii. .MPEG4
    - iii. .MP4
    - iv. .AVI
    - v. .WMV
    - vi. .MPEGPS
  - (d) be no more than 15mb in size.
8. Each Eligible Entrant or Eligible Team may only submit one Entry during the Competition Period and each Eligible Entrant or Eligible Team can only win one prize.
9. You are responsible for ensuring that any information provided as part of an Entry is complete and correct.
10. The following Entries will be deemed invalid and disqualified from the Competition:
  - (a) Incomplete, incorrect, indecipherable, illegible or late Entries;
  - (b) Entries that promote violence, threats and illegal acts or contain pornography, obscene, hate or racist material;
  - (c) Entries that infringe any intellectual property rights or other rights of any person, corporation or entity;
  - (d) Entries that are, in GWRC's opinion, considered as unsolicited electronic commercial messages including overly repetitive messages, or repeatedly raises issues that have previously been addressed, that do not in GWRC's opinion relate to the promotion of healthy and sustainable transport choices to school, or are non-consensual advertisements.
11. By submitting an Entry, each Eligible Entrant warrants that they have the authority of all persons (or if relevant, from their parent or legal guardian) appearing in the Show forming part of the Entry. The Eligible Entrant or one or more of the Eligible Entrants in an Eligible Team must be the person that captured and submitted the Show as part of an Entry.
12. An Entry and any copyright subsisting in an Entry irrevocably becomes, at the time of Entry, the property of GWRC.
13. GWRC reserves the right, at any time and for any reason whatsoever, to verify the validity of Entries and entrants and disqualify any entrant who submits an Entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

14. Disqualification or invalidation of an Entry will also constitute grounds on which to prevent or prohibit the upload of a Show to the Website or to remove a Show already uploaded.
15. A failure by GWRC to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### **Draw**

16. Within 17 business days of the end of the Competition Period, GWRC Travel Choice Co-ordinators who are judging entries will choose one winning Entry for each of the six Wellington districts, being Wairarapa, Upper Hutt, Hutt Valley, Wellington central, Porirua and Kāpiti) from all of the valid Entries received during the Competition Period. This will result in a maximum of six winning Entries (each, a **District Winning Entry** and each winning entrant or member of a winning team a **Winning Entrant**).
17. GWRC will use its best endeavours to contact the Representative of the Winning Entrant by using the contact details supplied with the District Winning Entry within 5 business days from the prize decision. However, if GWRC cannot contact the Representative within a reasonable time, GWRC may redraw for the relevant prize.
18. Where any Winning Entrant is younger than 18 years of age, GWRC may award the prize to a Winning Entrant's parent or legal guardian (or in the case of a winning team, one of the parents or legal guardians). GWRC may require the winner's parent or legal guardian to sign acceptance of these Terms and Conditions prior to claiming a prize.
- ~~19.~~ The winner may be announced on the GWRC Movin'March Facebook page on or before Friday 8<sup>th</sup> May 2020.
20. All decisions regarding this Competition by GWRC will be final and no correspondence will be entered into.

#### **Prize**

21. The prize for the Competition for each District will be a Group Pass (2 adults, 4 children) to Matiu/Somes Island via East West Ferries and including Metlink Explorer day passes for train and bus fares with a maximum individual value of \$177.
22. The prize cannot be transferred, exchanged or redeemed for cash.
23. GWRC will only offer one prize per District. For the avoidance of doubt, this means that a Winning Entrant that is a team will only receive one prize for the team.
24. GWRC will use its best endeavours to provide the prize set out in these Terms and Conditions. If the prize is unavailable for whatever reason, GWRC reserves the right to substitute the prize for a prize of an equivalent value.

#### **Privacy, Publicity and Information Sharing**

25. When you enter the Competition, you understand and agree that you may be providing personal information about yourself and any other party referred to in the Show connected to your Entry

(**personal information**) to GWRC. You warrant to GWRC that you have authority from any party referred to within your Show (or if relevant, from their parent or legal guardian) to use and disclose any of their personal information.

26. By entering into this Competition, you (or your parent or guardian as relevant):
- (a) agree that the personal information you provide will be collected, stored and used only for the purposes of the Competition, to promote the Movin'March campaign and healthy and sustainable transport choices, and as otherwise set out in (and in accordance with) GWRC's Privacy Policy);
  - (b) agree to GWRC using your personal information or the personal information of the Representative supplied to contact you if you are a prize winner;
  - (c) agree to participate in publicity organised by GWRC;
  - (d) agree that GWRC may use the Show and its contents, your name, likeness and image for publicity and promotional purposes for an unlimited period in any media, without compensation;
  - (e) warrant to GWRC that you have obtained the authority of your Representative and any person appearing within a Show to the relevant conditions set out above.
27. The media referred to in clause 28 above includes, but is not limited to, social media and event websites and media releases. You understand and agree that any terms and conditions imposed by the providers of social media services and websites indicated in this clause including any privacy, confidentiality and intellectual property terms, will also apply to information shared through this media.

## **General**

28. GWRC is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in this Competition.
29. Subject to any applicable laws which cannot be excluded, GWRC, 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 out of or in connection with this Competition or with winning, redeeming or benefiting from the prize.
30. GWRC, in its sole discretion, reserves the right to cancel, suspend, terminate or modify the Competition if fraud, technical failures or any other factor beyond GWRC's reasonable control adversely affects GWRC's ability to conduct the Competition as contemplated in these terms and conditions, subject to any written directions from any regulatory authority. Any such termination or modification will be notified on the Movin'March website.

31. These Terms and Conditions shall be governed by the laws of New Zealand and each Entrant agrees to submit to the non-exclusive jurisdiction of the courts of New Zealand.
32. 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).