

Movin'March Whānau Photo Competition 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 as Participants in this Competition. When these Participants 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 is responsible for ensuring that their parents or legal guardians are aware of and accept these Competition Rules.

2. COMPETITION PERIODS

2.1. **Competition Period:** The Movin'March promotion will start at 0000hrs on Monday, 1 March 2021 and end at 2359hrs on Wednesday, 31 March 2021 (the **Competition Period**).

2.2. **Competition Week:** Within the Competition Period, there are five weeks, each starting at 0000hrs on a Monday and ending at 2359hrs on the following Sunday, except the last week of the Competition Period which will end at 2359hrs on Wednesday, 31 March 2021 (each a **Competition Week**).

3. ENTRY PROCESS

3.1. The Weekly Theme:

(a) Before the Monday of each Competition Week, Greater

Wellington will post a weekly theme or question on the Facebook Page (the **Weekly Theme**).

(b) There will be five Weekly Themes, one for each Competition Week, during the Competition Period.

3.2. **The Entry:** Within a Competition Week, a Participant must post or share a photograph (that meets the Requirements) in the comments below the Weekly Theme post on the Facebook Page (an **Entry**).

3.3. **Validity:** Only Entries that comply with all the Requirements and clause 3.2 and are not otherwise invalidated under clause 8.3 will be considered valid Entries.

3.4. **Only One Prize:** A Participant may submit as many valid Entries as they like but may only win one Prize.

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

(a) the date and time of posting or sharing on the Facebook Page;

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

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

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

4. WINNING THE PRIZES

4.1. **The Winners:** The winners 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 9 April 2021, we will:
- (a) select three winning Entries for each Weekly Theme posted or shared within the associated Competition Week (each a **Winner**) for a maximum of 15 Winners;
 - (b) select five supreme Winners, one from each Competition Week, from these Winners (each a **Supreme Winner**).
- 4.3. **Prizes:** Each of the:
- (a) Five Supreme Winners will receive the Scooter Prize Pack associated with the Competition Week for which they are the Supreme Winner;
 - (b) Ten remaining Winners will receive the Destination Prize.
- 4.4. **Only One Prize:** For the avoidance of doubt, each Supreme Winner is not entitled to a Destination Prize and will only receive the Scooter Prize Pack.
- 4.5. **Announcing Winners:** On or before 9 April 2021, we will:
- (a) announce the Winners and Supreme Winners on the Facebook Page;
 - (b) post the winning Entries on the Facebook Page; and
 - (c) reply to the comment in which the original Entry was posted or shared advising the Participant that they are a Winner or Supreme Winner; and
 - (d) invite the Winner or Supreme Winner to contact us at to claim their Prize.
- 4.6. **Claiming a Prize:**
- (a) A Winner or Supreme Winner must contact us on or before 5pm Monday, 3 May 2021 (**Claim Deadline**) in order to claim their Prize and to arrange for its collection or delivery.
 - (b) If a Winner or Supreme Winner fails to claim their Prize by the Claim Deadline, the Prize will be forfeit.
- 4.8. **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 parents or legal guardians.
 - (b) If written confirmation is requested and then not provided within a week of the request, the Prize will be considered forfeit.
- 4.9. **Redraw:** In the event a Prize becomes forfeit, we may in our sole discretion, undertake a redraw for that Prize.
- 4.7. **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. **Permission:** By submitting an Entry, you warrant to us that you have obtained permission from each person (or where relevant, from their parent or legal guardian) appearing in the photograph to use that person's image in the photograph to enter 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 Winners and Supreme Winners;
 - (b) To communicate with Participants or, where relevant, their parents or legal guardians about the Competition;

- (c) To verify the validity of, or disqualify an Entry;
- (d) To contact Winners or Supreme Winners or their parents or legal guardians;
- (e) To promote the Competition or 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.

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

6. INTELLECTUAL PROPERTY

6.1. **Warranty:** When you submit an Entry, you warrant to us that you have complied with the Requirements for the photograph and that you have all necessary rights to use the Entry in this Competition.

6.2. **Licence:** When you submit an Entry, you grant us a non-revocable and royalty-free licence to use the Entry and any Intellectual Property in or associated with the Entry 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 photograph within an Entry for promotional purposes other than as specified in these Competition Rules.

7.2. **Permission:** Should we wish to use a photograph in an Entry for any purpose other than as specified in these Competition Rules, we will seek permission from the relevant Participant

in advance of such use and will not use the photograph unless that permission is received.

8. GENERAL

8.1. **Associated Terms.** The Prize is accepted subject to 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 and the Facebook Page.

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

- (a) disqualify any Entry that:
 - (i) is not made in accordance with these Competition Rules;
 - (ii) breaches Facebook's terms and conditions of use as they relate to competitions run on the 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 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.

8.4. **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.

8.5. **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.

8.6. **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.

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

8.8. **Third Party Sites:**

- (a) In entering or participating in this Competition the Participant may be using Third Party Sites.
- (b) The Competition is not sponsored, endorsed, administered, or associated, with the Third Party Sites.
- (c) Greater Wellington does not sponsor, endorse, administer, or associate with, the Third Party Sites.
- (d) Greater Wellington will comply with all its obligations to the Participant in relation to the Third Party Sites.
- (e) The Participant is, however, solely responsible for ensuring that they are aware of and comply with

their obligations in relation to these Third Party Sites.

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

Active Journey: Any form of non-motorised transport including walking, cycling and scootering.

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

Competition: The Movin'March Whānau Photo Competition 2021, a social media based promotion where Participants post Entries containing images on the Facebook Page that are inspired by or respond to, a Weekly Theme.

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

Disqualified Participant. Any member of Greater Wellington's Travel Choice team (including contractors) and their Immediate Family.

Educational Institution: Any of the following:

- (a) from year 0 to year 8 (inclusive) of 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.

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, grandparents, parents or legal guardians, children, extended family (cousins, aunts and uncles) 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, names, ages, email address, information on Educational Institution attended or Alternative Education provider, and photos.

Participant: A member of the Immediate Family of a child between the ages of 2 and 13 (inclusive):

- (a) that attends an Educational Institution; or
- (b) receives an Alternative Education, that holds a Facebook account and is not a Disqualified Participant.

Prize: The Scooter Prize Pack and/or Destination Prize as context requires.

Requirements: The photograph must:

- (a) be original as that term is defined by the New Zealand Copyright Act 1994 and associated case law;
- (b) be taken or created by a Participant or a member of their Immediate Family;
- (c) capture or represent an Active Journey; and

- (d) be inspired by, or answer, the Weekly Theme for the relevant Competition Week.

Scooter Prize Pack:

- (a) For Competition Weeks 1 and 3 a child's Micro scooter to the value of \$379.90;
- (b) For Competition Weeks 2 and 4 an adult's Micro scooter to the value of \$719.90;
- (c) For Competition Week 5, a child's scooter helmet to the value of \$89.95.

Third Party Sites: Any website other than those managed or controlled by Greater Wellington, software as a service (SaaS) application, social media application or similar.

Website: The website at www.movinmarch.com/photocomp.

Wellington Region: The area comprising the six Districts.