## **Terms and Conditions - South Wairarapa District Council**

## **Road Safety Week Drawing Competition**

Terms and conditions for promotions run through the South Wairarapa District Council social media channels.

- By participating in any competition or giveaway (the "Competition") advertised by South Wairarapa District Council on its Facebook page and/or other social media channels, you confirm that you accept and agree to these competition terms.
- 2. The Promoter of the Competition is the South Wairarapa District Council. The competition is in no way sponsored, endorsed, or administered by or associated with Facebook and/or other social media channels. You completely release Facebook and/or other social media channels from any and all liability associated with this competition.
- 3. Entry is open only to South Wairarapa residents who are residing in the South Wairarapa at the time of the competition. Employees and elected members of the South Wairarapa District Council and their immediate families are ineligible to enter the competition.
- 4. Only one valid entry per entrant will be accepted for each competition.
- 5. Entrants must follow the instructions on the Competition Facebook post and/or other social media channel to be eligible for the associated prize.
- 6. The Competition will begin when the competition post has been uploaded to Facebook and/or other social media channel (the "Competition Period"). The Competition Period will end on the date specified in the competition post.
- 7. The South Wairarapa District Council reserves the right to modify, alter or cancel the contest at any time, for any reason and without prior notification.
- 8. By entering this competition, you agree that any person clearly identified in your entry has given their consent for their photo (personal information) to be shared for the purposes of this competition.
- 9. By entering, each entrant warrants that their entry is original and that their submission does not or will not infringe any third party's intellectual property.
- 10. The South Wairarapa District Council will not accept responsibility for any late submissions, any entries that are not received or any entries or files that are corrupt, damaged, lost or inaccessible.
- 11. Participants must comply with all requirements of South Wairarapa District Council, including requirements specified in these Terms and Conditions. South

Wairarapa District Council may, at its absolute discretion, declare any or all entries made by a participant invalid if the participant:

- fails to establish their entitlement to enter the Competition to South Wairarapa District Council's satisfaction
- tampers with, or benefits from any tampering with, the entry process or the operation of the Competition
- submits an entry that is, in the opinion of the South Wairarapa District Council, not in accordance with these Terms and Conditions
- acts in a disruptive manner or acts with the intent to annoy, abuse, embarrass, threaten, or harass any other person
- in the opinion of South Wairarapa District Council, engages in conduct in entering the Competition that is fraudulent, misleading, deceptive, spamming, or generally damaging to the goodwill or reputation of the Competition and/or South Wairarapa District Council.
- 12. At the end of the Competition Period the South Wairarapa District Council will select a winner or winners for each competition from entries received during the Competition Period.
- 13. The winner(s) will be drawn as specified by the Competition post on Facebook and/or other social media channel. The prize winner(s) will receive the prize that is advertised on either the Facebook Competition post, the Facebook Competition photo and/or other social media channel.
- 14. Prizes are not refundable, exchangeable or redeemable for cash.
- 15. The South Wairarapa District Council will endeavour to notify each of the prize winners via Facebook and/or other social media channel. However, if the winner cannot be reached within five working days of the prize being drawn, the South Wairarapa District Council may redraw a new prize winner without liability to any person. The South Wairarapa District Council reserves the right to contact the selected winners by other means.
- 16. The South Wairarapa District Council is not responsible for any prize that has been lost, stolen, damaged or tampered with in any way before it reaches a winner and after it has been released from the South Wairarapa District Council's custody and control.

- 17. By participating in the Competition, you agree to be bound by the terms and conditions, including all eligibility requirements. You also accept that all decisions made by the South Wairarapa District Council are final and binding in all matters relating to the Competition.
- 18. The South Wairarapa District Council may collect your personal information (name and contact details) for the purpose of administering and processing the Competition only. Any personal information collected as part of this Competition will be held by the South Wairarapa District Council in accordance with its obligations under the Privacy Act 2020. You have the right to access, update and correct any of your personal information. To access or request correction of your personal information please contact <a href="mailto:enquiries@swdc.govt.nz">enquiries@swdc.govt.nz</a>.

Any questions, comments or complaints regarding the competition should be directed to the South Wairarapa District Council by emailing <a href="mailto:enquriries@swdc.govt.nz">enquriries@swdc.govt.nz</a>.

The competition and the terms and conditions will be governed by New Zealand law and subject to the jurisdiction of the courts of New Zealand.