

Greater Wellington Harbours Safer Boating Competition - Spring 2022

Competition Rules

1. ACCEPTANCE

- 1.1. **The Competition:** This Competition is run by Greater Wellington in accordance with these Competition Rules.
- 1.2. **Minors:** If a Participant in the Competition is under the age of 18 years, these Competition Rules must be accepted by the Participant's parent or legal guardian on their behalf.
- 1.3. **Deemed acceptance:** When a person submits an Entry, they are deemed to have either accepted these Competition Rules or, if you are under 18 years of age, to have obtained that acceptance from your parent or legal guardian.

2. ENTRY PROCESS

- 2.1. **The Entry:** On or before the Entry Deadline, a Participant must attempt to answer all questions of the Safer Boating Quiz and provide their name, valid email address, and phone number (an **Entry**).
- 2.2. **One entry only:** A Participant may only complete one Entry and may only win one Prize.
- 2.3. **Validity:** Only Entries that comply with clause 2.1 and are not otherwise disqualified under clause 6.3 will be considered valid Entries.
- 2.4. **Verification:** We may, at any time, verify the validity of the Entry including confirming the Participant's name and age.
- 2.5. **Disqualified participants.** Disqualified Participants may not enter the Competition.

3. **ENTRY DEADLINE****Competition period:** The Competition will start on 19 September 2022 and will end on 14 October 2022 (the **Competition Period**).

3.2. **Deadline:** All Entries must be submitted no later than 5pm on 14 October 2022 (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 5 pm on 21 October 2022 we will select two Entries at random from all the valid Entries received before the Entry Deadline (each a **Winning Entry**).
- 4.3. **Prizes:** The Participants that submitted a Winning Entry (each a **Winning Participant**) will each receive one of the Prizes.
- 4.4. **Contact:** Using the email address, or phone number provided with the Entry, we will contact each winning Participant to advise them of the win and may request a physical address to which we will send the Prize.
- 4.5. **Redraw:** If after three attempts we are unable to contact the winning Participant or they do not respond, we will re-draw another Winning Entry.
- 4.6. **Delivery:** We will arrange the most convenient delivery of the Prize by courier or by pre-arrangement with preferred Prize provider.
- 4.7. **Confirmation of acceptance:**
 - (a) Prior to releasing the Prizes, we may request written confirmation of the acceptance of these Competition Rules from the Winning Participant or, if we believe the Winning Participant is under 18 years of age, from their parent or legal guardian. Where the latter applies, this written confirmation will include the parent's or legal guardian's name.
 - (b) If written confirmation is not provided after such as request,

the Prize will be forfeit and we will undertake a redraw.

- 4.8. **Alternative award:** Where a Winning Participant is under 18 years of age, we may elect to award the Prize to their parent or legal guardian.
- 4.9. **No transfer:** The Prize cannot be transferred, exchanged or redeemed for cash.
- 4.10. **Unavailability:** If a Prize is unavailable for whatever reason, we may substitute a prize of an equivalent value.

5. PRIVACY AND PERSONAL INFORMATION

- 5.1. **Permission:** By submitting an Entry, you warrant to us that you have obtained all relevant permissions to enter this Competition.
- 5.2. **Purpose:** We may collect, store and use Personal Information provided with or within an Entry, or in connection with the Competition, for the following purposes:
- (a) To run the Competition;
 - (b) To communicate with each Winning Participant and, where relevant, their parent(s) or legal guardian(s);
 - (c) To verify the validity of an Entry, including confirming the Winning Participant's name and age
 - (d) Otherwise as set out in (and in accordance with) the Competition's 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 1 September 2023 after which it will be removed from our systems or otherwise safely disposed.

6. GENERAL

- 6.1. **Associated terms:** You accept the Prize subject to any associated terms and conditions of use.

- 6.2. **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 GW Facebook Page - <https://www.facebook.com/GreaterWellington>.

- 6.3. **Disqualification:** We may, in our sole discretion:

- (a) Disqualify any Entry that:
 - (i) Is not made in accordance with these Competition Rules;
 - (ii) We consider to be unsolicited electronic communications and/or advertising;
 - (iii) We reasonably consider breaches any law; or
 - (iv) We reasonably consider is otherwise inappropriate;
- (b) Refuse to award the Prize to a Winning Participant where:
 - (i) They have failed or refused to provide written confirmation under clause 4.7(A);
 - (ii) We consider that they 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.

- 6.4. **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.

- 6.5. **Late or Invalid Entries:** Greater Wellington takes no responsibility for any inability to enter, complete, continue or conclude the Competition due to incorrect contact details, invalid,

unclear or illegible Entries, equipment or technical malfunctions, busy lines, inadvertent disconnection, Force Majeure or otherwise.

- 6.6. **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.
- 6.7. **No Waiver:** Failure by Greater Wellington to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.8. **Third Party Sites:**
- (a) In entering or participating in this Competition you may be using Third Party Sites.
 - (b) Greater Wellington will comply with all its obligations to you in relation to the Third Party Sites.
 - (c) You are, however, solely responsible for ensuring that you are aware of and comply with your obligations in relation to these Third Party Sites.
- 6.9. **Greater Wellington Contact:** If you have any questions in relation to this Competition, please contact harbours@gw.govt.nz.

7. Definitions

Competition: The Greater Wellington Harbours Summer Safety Competition 2022 designed to incentivise attendees to complete the Safer Boating Quiz on Forms

Disqualified Participant. Greater Wellington personnel (including contractors) and their Immediate Family and any person under 13 years old

Entry has the meaning given in clause 2.1

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, children, 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, name, age, email address, physical address, phone number, and (if needed) written confirmation of acceptance of these Competition Rules from the Winning Participant or, if they are under 18 years of age, from their parent or legal guardian (which shall include that person's name).

Participant: Any person submitting the Entry excluding Disqualified Participants.

Prize: Two individual prizes valued at \$700 each. Winners will choose where they would like their boat to be serviced and Greater Wellington will arrange payment.

Summer Safety Spring 2022 Quiz: The Forms survey about safer boating –

<https://forms.office.com/r/ucNYXG8KSA>

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