

Movin'March Whānau Photo Competition 2023

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 12.00am (midnight) on Wednesday, 1 March 2023 and end at 11.59pm on Friday, 31 March 2023 (the **Competition Period**).

2.2. **Competition Week:** Within the Competition Period, there are five weeks, each starting at 12.00am (midnight) on a Monday and ending at 11.59pm on the following Sunday, except the first week which will start at 12.00am (midnight) on the Wednesday and the last week which will end at 11.59pm on the **Friday** (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. **Entry:** Within the relevant Competition Week, a Participant will upload a photograph that meets the Requirements:

(a) on their own Facebook or Instagram account ensuring that they make a comment with the photograph and tag @movinmarch in the comment; or

(b) to the MM Facebook Page ensuring that they make a comment with the photograph,

(each an **Entry**).

3.3. **Validity:** Only Entries that comply with clause 3.2 and are not otherwise invalidated under clause 9.2 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 the Entry;

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

(c) that the 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 Draws:** On the Monday immediately after the end of the relevant Competition Week we will select three winning Entries for each Weekly Theme posted or shared within the relevant Competition Week (each a **Winner**) for a maximum of 15 Winners for the Competition Period.

4.3. **Announcing and Contacting Winners:** On the same Monday as the draw, we will:

- (a) announce the Winners for the relevant Competition Week on the MM Facebook Page; and
- (b) private message the Winner advising them:
 - (i) how to contact us to claim their Prize;
 - (ii) the information they must provide to us in order to verify the validity of the winning Entry and/or acceptance of these Terms and Conditions.

4.4. **Claiming a Prize:**

- (a) A Winner must contact us in the specified way with the requested information on or before 5pm on the Wednesday falling one week after the announcement at clause 4.3 (**Claim Deadline**) to claim their Prize and to arrange for its collection or delivery.
- (b) The requested information will include the Winner's full name, age, an email address, and a physical address (for delivery of a

Prize) and, where the Winner is under 18 years of age, the name and contact details of their parents or legal guardians.

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

4.10. **Unavailability:** If the Prize or any part of the Prize is unavailable for whatever reason, we may substitute 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 an Entry 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, or in correspondence with Winners in the Prize claim process at clause 4.3(b) for the following purposes:

- (a) To run the Competition including selecting the Winners;
- (b) To communicate with Participants or, where relevant, their parents or legal guardians about the Competition or any promotions;
- (c) To verify the validity of, or disqualify an Entry;
- (d) To communicate with Winners or their parents or legal guardians;
- (e) To seek and confirm acceptance of these terms and conditions by a Winner or their parents or legal guardians;
- (f) To promote the Competition or the Movin'March campaign in accordance with clause 8; and
- (g) 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 2024 after which it will be removed from our systems or otherwise safely disposed of.

6. FORFEITURE OF PRIZE

6.1. **Forfeiture:** A Prize will be considered forfeit if a Winner or their parent or legal guardian (as appropriate) fails to:

- (a) claim their Prize prior to the Claim Deadline;
- (b) provide the information sought in clause 4.4; or
- (c) provide written acceptance of these terms or conditions on request,

by the Claim Deadline.

6.2. **Redraw:** In the event a Prize becomes forfeit, we may in our sole discretion, undertake a redraw of the Winner.

7. INTELLECTUAL PROPERTY

7.1. **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.

7.2. **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.

7.3. **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.

8. PROMOTION AND OTHER USES

8.1. **Future use:** We may wish to use a photograph within an Entry for promotional purposes other than as specified in these Competition Rules.

8.2. **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 (or their parent or legal guardian where the Participant is a child under 18 years) in advance of such use and will not use the photograph unless that permission is received.

9. GENERAL

9.1. **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.

9.2. **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.

9.3. **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.

9.4. **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 or internet failures;
- (e) inadvertent disconnection; and
- (f) Force Majeure.

9.5. **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.

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

9.7. **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.

9.8. **Greater Wellington Contact:** If you have any questions in relation to this Competition, please contact Maddy McVie at maddy.mcvie@gw.govt.nz

10. DEFINITIONS

Active Journey: Any form of non-motorised transport including walking, cycling and scootering to or from an Educational Institution within the District.

Competition: The Movin'March Whānau Photo Competition 2023, a social media based promotion where Participants post Entries 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) 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 Districts.

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: Grandparents, parents or legal guardians, siblings, and extended family (cousins, aunts and uncles) whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

MM Facebook Page: The Movin' March Facebook page at <https://www.facebook.com/movinmarch/>.

Personal Information: Any information about an identifiable person collected by or on behalf of Greater Wellington and includes, without limitation, names, ages, email address, photographs.

Participant: Any person 13 years or older with a Facebook or Instagram account that is not a Disqualified Participant.

Prize: Either an adult or children's Micro scooter, as selected by the Winner, and a helmet to a maximum value of \$1079.85.

Requirements: The photograph must:

- (d) be original as that term is defined by the New Zealand Copyright Act 1994 and associated case law;
- (e) be taken or created by a Participant;
- (f) capture or represent an Active Journey; and
- (g) be inspired by, or answer, the Weekly Theme for the relevant Competition Week.

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 <https://schooltravel.gw.govt.nz/walk-or-wheel-programmes/movinmarch/tools-for->

[teachers-to-run-movinmarch/whanau-photo-competition/](https://schooltravel.gw.govt.nz/walk-or-wheel-programmes/movinmarch/whanau-photo-competition/).

Wellington Region: The area comprising the six Districts.