

## **Competition Terms and Conditions**

By entering a competition or promotion each entrant will be deemed to have accepted these terms and conditions and to have agreed to be bound by them.

- 1. Failure to supply all requested personal information at the time of submitting an entry might result on the entry being invalid.
- 2. All entrant personal details must be valid and up to date and will be held by VisionPromo and may be used for the purpose of the Promotion and for future promotion and marketing purposes in accordance with VisionPromo's <u>Privacy Policy</u>.
- 3. Personal information provided at the time of entry is presumed to be true and, in the case of text or email notification active, through to and beyond the date of the Promotion's completion.
- 4. Entries can only be accepted as per the competition advertisement.
- 5. Entry is open to New Zealand residents only. Employees of VisionPromo or their 'Immediate Families', this includes spouses, grandparents, parents, children, and grandchildren, whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.
- 6. VisionPromo reserves the right to exclude any person from participating in the Promotion on reasonable grounds.
- 7. VisionPromo reserves the right to refuse to award any prize to an entrant who VisionPromo decides (in its sole discretion) has violated the Rules, gained unfair advantage in participating in the Promotion or won using fraudulent means.
- 8. By participating, entrants grant VisionPromo exclusive permission to use their names, characters, photographs, videos, voices and likeness in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use.
- 9. The prizes are not transferable or exchangeable and cannot be redeemed for cash.
- 10. VisionPromo is not liable for damage to prizes sent by post or courier.
- 11. Only entries received by the closing date specified in the advertisement will be accepted.
- 12. No purchase is necessary to win or participate in the Promotion, unless specified in the Specific Rules.
- 13. Winners will be drawn by VisionPromo, through a random selection method.
- 14. Only the person who originally entered the Promotion can be awarded the prize (the 'Winner').
- 15. Winners will be notified as specified in the advertisement.
- 16. The Winner will be notified by email, phone (voice or text), social media, or in person and must be available for the preparation of all publicity that may be required by VisionPromo.
- 17. If the prize winner cannot be contacted within 3 days, that winner will forfeit the prize with no right of compensation and the prize will be redrawn.
- 18. If, after successful notification, the prize is not collected within two months of being announced it will be regarded as forfeit.
- 19. Where the Winner is required to claim the prize in person, they must provide proper identification (eg driver's licence, passport, birth certificate). If the Winner is under the age of 18 years their parent or legal guardian must accompany the Winner or give their prior written consent to the award of the Prize.
- 20. The decision of judges in relation to any aspect of the competition is final and no correspondence will be entered into.
- 21. The Winner takes the Prize entirely at his/her own risk and indemnifies VisionPromo in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the prize. The Winner is responsible for all insurance, tax or other costs that may be associated with the Prize. Where the Prize has associated terms and conditions the Winner accepts the Prize subject to those terms and conditions and restrictions.



- 22. No responsibility will be taken for late/lost/misdirected mail, incomplete entries or entries with incorrect postage. Entries will be deemed to be void if stolen, forged, mutilated or tampered with in any way.
- 23. All entries become the property of VisionPromo and may be used for promotional and marketing purposes or passed onto a third party involved in the promotion for their marketing purposes.
- 24. Under the Privacy Act 1993, all individuals have the right to access and correct their personal information by <u>contacting VisionPromo</u> in writing.
- 25. By agreeing to receive a subscription to VisionPromos newsletter, recipients are deemed to have given VisionPromo consent to contact them for marketing purposes.
- 26. VisionPromo reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
- 27. VisionPromo takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, busy lines, inadvertent disconnection, texts with a misspelt keyword, texts to an incorrect shortcode, Force Majeure or otherwise.
- 28. To the fullest extent permitted by law VisionPromo will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or for personal injury as a result of Promotion entry or winning the prize.
- 29. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
- 30. If the Winner does not accept these Terms and Conditions the prize will be forfeited.