

TERMS AND CONDITIONS FOR

“Te Paepae – Ageing positively Strategy survey”

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.

ELIGIBILITY

2. The promotion is open to New Zealand residents. Employees of the Promoter and any agency involved with this promotion, and the immediate families of such employees, are not eligible to enter. Immediate family includes the spouse, defacto spouse, child, parent or sibling.

PROMOTION PERIOD

3. The promotion commences at **9.00am on 1st December 2023** and closes at **12.00pm 28 February 2024** (“Promotional Period”).

HOW TO ENTER

4. To enter the promotion, eligible individuals must, during the Promotion Period, complete the following steps:
 - Complete the survey and enter online at www.yoursay.co.nz or scan the printed QR code.
 - Incomplete entries will be deemed invalid.
 - Each completed entry goes in the draw to win:
 - o \$250 voucher for Scorpio books
 - o 3 month subscription (fortnightly delivery) to Vege box from Untamed Earth Organic farm
 - o \$50 voucher for a selected Selwyn café (which we have relationship with) of Prize Winners Choice.
5. There will be three draws in total. Winners will be drawn at the end of the Promotion Period. The draw will take place on 15 March 2024.

WINNER NOTIFICATION

6. The provisional winner(s) will be advised by email or phone call. A provisional winner will only be deemed a winner once verified by the Promoter.

GENERAL

7. The prize is not transferable, changeable or redeemable for cash.
8. In the event that the prize is not collected within 10 days of the winner(s) being contacted, the Promoter reserves the right to redraw the prize under the original terms of the prize draw.
9. Once awarded, the Promoter is not liable for any part of the prize that has been lost, stolen, forged, damaged or tampered with in anyway.

10. In the event that the prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative prize.
11. Neither the Promoter nor any other entity associated with this promotion will be responsible for any late, lost, misdirected, corrupted, incomplete or incorrectly submitted entries, including but not limited to entries not received due to technical problems or human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.
12. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
13. The Promoter may share entrant information, including name and contact details, with other persons or entities that assist in running the promotion.
14. The Promoter reserves the right, at any time, to verify the validity of entries and determine the eligibility of entrants (including an entrant's identity and age) and to disqualify an entry or refuse to award a prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
15. By entering this Promotion, entrants agree to the use of their names, photographs, and likeness for promotional/advertising purposes without charge, and agree to make themselves reasonable available for this purpose. The ensuing copyright will rest with the Promotor, without any claim to compensation from the entrants.
16. The prize(s) will be presented at a time and place arranged by the Promoter. Arrangement may, at the discretion of the Promoter, be made to deliver the prize to an address in New Zealand.
17. Entrants acknowledge and agree that he or she will comply with all instructions given by employees of the Promoter and other agencies associated with this promotion and agree not to do anything that may bring the Promotor into disrepute.
18. Entrants agree that as a condition of receiving the prize, he or she may be required to execute a waiver and indemnity in the form provided by the Promoter.
19. If an entrant cannot accept the prize for any reason, that prize will be void and no compensation will be payable.
20. Failure by the Promoter, to enforce any of its rights at any stage does not constitute a waiver of those rights.

21. All decisions made by the Promoter, its employees or agents are final and no correspondence will be entered into.
22. The Promoter may amend, suspend or cancel any aspect of the promotion (including any prize/gift) at any time at its sole discretion.
23. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected; (d) any variation in the prize; any tax liability incurred by a claimant or entrant; or (f) use of a prize.
24. As a condition of participating in the promotion, the entrants indemnify the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with the promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which an entrant may incur arising out of their participation in the promotion and/or the travel and tour associated with it, howsoever caused.
25. The Promoter collects and holds personal information provided by entrants for the purposes of this promotion.

PRIVACY

26. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to Selwyn Aquatic Center. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Te Paepae – Ageing Positively Database.
27. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed or updated, please email or write to the Digital Marketing Manager, Selwyn District Council, 2 Norman Kirk Drive, Rolleston, New Zealand. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view the Privacy Policy, please visit [Selwyn District Council - Privacy Policy](#). All entries remain the property of the Promoter.
28. The Promoter is Selwyn District Council, 2 Norman Kirk Drive, Rolleston, New Zealand.