## Taste Selwyn Social Media Competition 17-30 May 2024

## **Terms and Conditions**

- 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.
- 2. The competition is open to New Zealand residents 18 years and over. Employees of the Promoter (Selwyn District Council, 'SDC') 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.
- 3. The competition commences at 12pm on Friday 17 May 2024 and closes at 12pm on Thursday 30 May 2024. ("Promotional Period").
- 4. To go into the prize draw, during the promotional period the entrant must comment on the Selwyn NZ facebook post about the competition with their favourite Taste Selwyn dish. For a second entry, they must take a pic of the dish and include it with their comment.
- 5. By entering the prize draw, you agree to be contacted by Selwyn District Council.
- All entrants who comment go in the prize draw to win one of these prizes. Four winners will be selected at random who meet the competition criteria. Specific expiry dates will be on each voucher.
  - a. 2 x Mrs Ferg Burger's at Dalethorpe House the cafe
  - b. \$50 voucher to try Mushroom on the Stock at Langdale Vineyard Restaurant
  - c. \$100 voucher to try Go Out on a Lamb at Thirsty Acres
  - d. Voucher for pizza, chips and beer tasting tray (valued at \$49) at The Laboratory
  - e. 2 free scoops of Gelato ice cream at Helado Gelato & Coffee Garden
- 7. The prize is not transferable, changeable or redeemable for cash.
- 8. The draw will take place on Friday 31 May and winners will be advised by direct message on facebook and instagram.
- 9. In the event that the prizes are not collected by Wednesday 12 June, the Promoter reserves the right to redraw the prizes under the original terms of the prize draw.

- 10. Once awarded, the Promoter is not liable for any part of the prize that has been lost, stolen, forged, damaged or tampered with in any way.
- 11. 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.
- 12. Participants must (a) fully release and hold Meta harmless from liability, and (b) acknowledge that the promotion is in no way sponsored, endorsed, administered by, or associated with Meta.
- 13. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <a href="www.facebook.com/terms.php">www.facebook.com/terms.php</a>. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
- 14. 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.
- 15. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
- 16. The Promoter may share entrant information, including name and contact details, with other persons or entities that assist in running the promotion.
- 17. 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.

- 18. 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.
- 19. 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.
- 20. 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.
- 21. If an entrant cannot accept the prize for any reason, that prize will be void and no compensation will be payable.
- 22. Failure by the Promoter, to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 23. All decisions made by the Promoter, its employees or agents are final and no correspondence will be entered into.
- 24. The Promotor may amend, suspend or cancel any aspect of the promotion (including any prize/gift) at any time at its sole discretion.
- 25. Except for any liability that cannot be excluded by law, the Promotor (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.
- 26. 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.

- 27. The Promoter collects and holds personal information provided by entrants for the purposes of this promotion.
- 28. The Promoter is Selwyn District Council, 2 Norman Kirk Drive, Rolleston, New Zealand.