

Competition Entry – Waikato Show 2023

Definitions

“Promoters” means Waikato Winter Show Association Incorporated (WWSA) and Showing Waikato Ltd (SWL)

“Operator” business or persons providing the prizes

“Event” means the Waikato Show, to be held at the Venue on March 31 – April 2 2023

“Venue” means the venue at which the Event is held, including grounds and carpark areas associated with the venue

“Promotion” means the Registration Giveaway

“FLICKET” means FLICKET, they will process and facilitate the ticketing website and collect the details of competition entrants ‘Immediate Families’ include spouses, grandparents, parents, children, and grandchildren, whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

‘Disqualified Participants’ are:

(a) all WWSA & SWL employees, contractors of WWSA & SWL, and their Immediate Families and flatmates. All owners, directors, shareholders or employees of Operators, participating sponsors or promoters and/or advertising agencies;

(b) all people under the age of 17 years except where there is an element of competition or a prize of competition which would be illegal to supply to a person under the age of 18 years then all people under the age of 18 years;

Entry

1. These Competition Rules (‘the **Rules**’) apply to all WWSA Promotions conducted by means of any medium – online , radio, print, or a connected device.
2. If a particular Promotion has specific rules or terms in the Schedule to the Rules (‘the ‘ **Specific Rules**’) those Specific Rules will prevail if there is any inconsistency with the Rules.
3. Unless otherwise stated in the Specific Rules registration, entry is limited to 1 per person. Where multiple registrations, entries or votes are acceptable, each must be made separately.
4. Entry into the Promotion is deemed to be acceptance of the Rules and the Specific Rules and confirmation that the entrant has the necessary authority (for example from the bill payer or owner of a telephone) to enter the Promotion and is not a Disqualified Participant.
5. No purchase is necessary to win or participate in the Promotion, unless specified in the Specific Rules.
6. The Promotion is open to New Zealand Residents only. Disqualified Participants may not enter the Promotion.
7. The Promoters reserve the right to exclude any person from participating in the Promotion on reasonable grounds at the Promoters sole discretion and it’s decision will be final.
8. The Promoters reserve the right to refuse to award any prize to an entrant who the Promoters decide (at their sole discretion) has violated the Rules (including the Specific Rules), gained unfair advantage in participating in the Promotion or won using fraudulent means.
9. By participating, entrants grant the Promoters exclusive irrevocable 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.
10. All entrant personal details must be valid and up to date and will be held by the Promoter and may be used for the purpose of the Promotion and for future promotion and marketing purposes in

accordance with the Promoters Privacy Policy (see www.waikatoshow.co.nz) in the case of use by WWSA.

11. 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.

Winning the Prize

13. Only the person who originally entered the Promotion can be awarded the prize (the '**Winner**').

14. The Winner will be determined in the manner set out in the Rules or the Specific Rules – if not specified then as determined by the Promoter who shall for this purpose be deemed the judge (the '**Judge**').

15. The Judge's determination of the Winner will be final, and no correspondence will be entered into.

16. The Winner will be notified by email, phone (voice or text), mail or in person and must be available for the preparation of all publicity that may be required by the Promoter. Where attempts to contact the Winner fail (eg when the Winner cannot be contacted by phone after three attempts or mail sent is returned) the Judge will select another winner. If, after successful notification, the prize is not collected within two months of being announced it will be regarded as forfeit. (Note: 3 attempts to contact the Winner will include individual calls to any numbers provided at the time of entry.)

17. The Prize is not redeemable for cash or transferable. No other family members, friends, office associates or any other person will be able to participate on the Winner's behalf. In the event that the Prize specified in the Competition becomes unavailable for any reason the Promoter may substitute a prize of like or equal value.

18. 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.

19. The Winner takes the Prize entirely at his/her own risk and indemnifies the Promoter 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.

20. Where the Prize includes air travel and/or accommodation, either international or domestic (the '**Travel Prize**')

(1) the Winner **MUST** have valid documentation, including but not limited to valid passports and Visas, which meet the requirements of immigration and other government authorities at every destination.

(a) Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities (including any costs associated with delay, will be the sole responsibility of the Winner).

(2) Any changes to travel dates or additional accommodation outside the travel period specified in the Travel Prize details, made by the winner, which incur additional costs, are to be paid by the Travel Prize Winner.

(3) Unless explicitly stated in the Specific Rules, the Winner will be responsible for expenses including, but not limited to, spending money, meals, drinks, transport, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the Travel Prize), gratuities, services charges, passports, visas, travel insurance and all other ancillary costs associated with redeeming the Travel Prize. The Winner must obtain travel insurance to protect themselves against additional costs incurred in the event of unforeseen circumstances.

(4) The Travel Prize is not transferable or exchangeable and cannot be redeemed for cash. The Travel Prize must be taken as stated in the Specific Rules and no compensation will be payable if the Winner is unable to use the Travel Prize as stated. For the avoidance of doubt, if the Winner is, for whatever reason, unable to travel on a nominated date during this period, whether the failure was due to reasons beyond the Winner's control or otherwise, then the Winner will forfeit the Travel Prize.

(5) The Promoter makes no representation as to safety, conditions and other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the New Zealand Ministry of Foreign Affairs and Trade. The winner accepts the Travel Prize at their own risk.

(6) All travel is subject to the terms, conditions and restrictions of the Travel Prize service providers. Any travelling companion included in the Travel Prize (if applicable) accepts the Travel Prize subject to these terms, conditions and restrictions as if references to the Winner in the relevant clauses were to the travelling companion. The Winner and their travelling companion must sign a legal release, in a form acceptable to the Promoter in its absolute discretion, if requested by the Promoter.

The Promoters Responsibility

21. The Promoters reserve the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.

22 The Promoters take 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.

23. To the fullest extent permitted by law the Promoters 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.

24. Where the Prize is to be supplied by an entity outside the Promoters control and that entity fails, for whatever reason, to supply the prize, the Promotor has no responsibility for the provision of the Prize and is not obliged to provide an alternative prize or to take legal action to require the Prize supplier to provide the Prize.

Acceptance

25. Participation in the Promotion is deemed acceptance of these Terms and Conditions.

If the Winner does not accept these Terms and Conditions the prize will be forfeited.

Schedule –Specific Rules

Registration Giveaway Terms and Conditions

1. HEADLINE DETAILS

1.1. Promotion entrants must be:

1.1.1. Residents of: New Zealand.

1.1.2. Minimum age: 17 years.

1.2. Start time and date: 10am NZST on 31 March 2023. All tickets brought prior are eligible.

1.3. Closing time and date: 4pm NZST on 2 April 2023.

2. PRIZES

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- 2.1. There will be 4 winning entrants (**Winning Entrant**) in total. One for each of the Hamilton Waikato Tourism vouchers.
- 2.2. The Winning Entrant's Nominee will receive vouchers as provided by the Operators for the prizes as listed.
- 2.3. The prize is not exchangeable and cannot be redeemed for cash from the Promoter.
- 2.4. The prizes will be delivered in person to the Winning Entrant's Nominee within 14 days of Selection Date.

3. PROMOTION ENTRY

- 3.1. By participating, the entrant agrees to be bound by these conditions.
- 3.2. The promotion starts at the time and date specified in condition 1.2. Entries must be received by the time and date specified in condition 1.3
- 3.3. To enter the promotion, the entrant must, during the Promotion Period:

3.3.1. Scan the QR Code and complete and submit the entry form

- 3.4. By entering the promotion, the entrant consents to:

3.4.1. receipt of any communication regarding the promotion and other communication which informs the entrant of the Promoter's products, services and events; and

3.4.2. the Promoter using the entrant's name, likeness, image, testimony or submission to the promotion in any media for an unlimited period without remuneration for the purpose of advertising and marketing this promotion (including any outcome), the Promoter's products and services or the Promoter more generally.

- 3.6. The Promoter reserves the right to:

3.6.1. verify the validity of entries, entrants and Nominees;

3.6.2. disqualify any Nominees who do not agree to these terms and conditions;

- 3.6.3. disqualify any entrant who submits an entry that is not in accordance with these conditions;

3.7. Incomplete, indecipherable, or illegible entries will be deemed invalid. If there is a dispute as to the identity of an entrant or Nominee, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or Nominee.

4. SELECTION OF WINNING ENTRANTS

- 4.1. Winners draw will take place by Wednesday 5th April at 2pm at the promoters office.
- 4.2. The Winning Entrants will be drawn electronically through a random winner generator.
- 4.3. The Winning Entrants is conditional on the Winning Entrant's Nominee agreeing to these terms and providing the specific consents set out in clause 3.4 as if they were an 'entrant'. If the Winning Entrant's Nominee does not agree to the terms or provide such consents the Winning Entrant will be disqualified and the prize will be forfeited.
- 4.4. The Promoter's decision is final and no correspondence will be entered into.
- 4.5. Entries are limited to one per entrant.

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4.6. Subject to the unclaimed prize selection at condition 4.7, if for any reason a Winning Entrant's Nominee does not take the prize within 14 days of the Selection Date, then that prize will be forfeited.

4.7. If a prize is forfeited or unclaimed a subsequent judging and selection of a replacement winning entrant may take place no later than 30 days following the Selection Date at the same time and place as the original selection, subject to any directions from a regulatory authority.

5. WINNING ENTRANTS' NOTIFICATION AND PUBLICATION

5.1. The Winning Entrant and Winning Entrant's Nominee will be notified within 14 working days of the Selection Date in person or by phone.

5.2. The Winning Entrant and Winning Entrant's Nominee will be published via the Waikato Show Facebook page and website.

6. OTHER INFORMATION

6.1 The Promoters value your privacy. Please visit our Privacy Disclosure Statement (<https://waikatoshow.co.nz/data-protection-policy/>) for more information on how we collect, use and disclose your Personal Information.

6.2 If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, unforeseen legal or commercial circumstances or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion, to cancel, terminate, modify, delay or suspend the competition, or disqualify any entrant, as appropriate.

6.3 By entering the competition, each entrant releases Instagram / Facebook / Twitter / LinkedIn from all liability in relation to the competition and acknowledges that the competition is in no way sponsored, endorsed or administered by, or associated with, Instagram / Facebook / Twitter / LinkedIn.