

## TERMS & CONDITIONS

### Heart of the City – The City Centre is Happening, 20 Days of Giveaways (the “Promotion”)

- 1 Information about how to participate in the Promotion and each Prize Draw” also forms part of these Terms and Conditions. Entry into a Prize Draw is deemed acceptance of these terms and conditions.
- 2 The Promoter is Heart of the City Incorporated, PO Box 105 331, Auckland, New Zealand. For further information email: [info@heartofthecity.co.nz](mailto:info@heartofthecity.co.nz).
- 3 Participation in the Promotion is only open to New Zealand residents; and any participants under the age of 18 years must obtain the consent of a parent or guardian before uploading an entry form. By taking part in the competition, minors confirm that they have obtained the consent of their parent or guardian. Employees of the Promoter and any Sponsor, and the immediate families of such employees, are not eligible to enter.— The Promotor reserves the right to exclude any person from participating in a Prize Draw and/or the Promotion on reasonable grounds.
- 4 The Promotion runs from 9am on Saturday 12 March to 8.59am on Friday 1 April. The promotion consists of 20 individual Prize Draws that will each run for 24 hours from 9am on the day they go live until 8.59am the following day.
- 5 A new Prize Draw will go live at 9am each morning on the Heart of the City website, with the announcement of the daily prize(s) alongside the webform for that day. Each day’s webform will remain live on the website for the following 24-hour period, before being removed at 8.59am the following day and replaced by the next Prize Draw. Participants are able to enter the Prize Draw by completing that day’s entry form at any time during the specific-24-hour period. Entries received outside of the 24-hour period for that Prize Draw will not be entered into the draw for that day.
- 6 To enter the Prize Draw, as well as completing the web entry form during the relevant Prize Draw 24-hour period, the entrant must provide all required details, the prize draw question, the entrant’s full name, contact address. email and phone number to be eligible.
- 7 Only one entry is allowed per person, per Prize Draw. Participants are entitled to enter into all 20 individual Prize Draws during the Promotion.
- 8 The winner of each Prize Draw will receive the promoted prize for the relevant Prize Draw. Where relevant, the winner is responsible for arranging and paying any costs associated with the Prize that are not explicitly stated in the description of the Prize (e.g. transport, insurance and/or other incidentals).
- 9 Some or all of the components of the Prize may be subject to availability and any government restrictions (e.g. travel or opening restrictions). The Promotor will work in good faith with the winner of each Prize to determine alternatives in the event of any restrictions imposed.
- 10 Each Prize may have additional terms and conditions that apply to the Prize, including restrictions on dates (e.g. during school holidays) or expiry dates for vouchers (e.g. valid for 12 months only). The winner agrees to comply with all such additional terms and conditions.
- 11 The Prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes. The Promotor accepts no responsibility for any variation in the Prize value.
- 12 The Promotor reserves the right to replace the Prize (or any of its components) with an alternative prize of equal or higher value if circumstances beyond the Promotor’s control makes it necessary to do so.
- 13 The winner will be drawn by random draw within 10 days of the closure of the relevant Prize Draw and contacted via the email and/or phone call by the details included within their entry. The winner must respond within 48 hours to maintain eligibility. In the event that an ineligible entry is drawn, or the Promotor, having used reasonable efforts, cannot contact the winner

within 48 hours of the draw, the Promoter may deem that winner's entry is invalid and select a new winner/s.

- 14 To the extent permitted by law, the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Prize Draw and/or the vary these terms and conditions at any time for whatever reason. The decision of the Promoter regarding any aspect of the Prize Draw is final and no correspondence will be entered into.
- 15 The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, servers or providers, or any combination thereof. Nor is it responsible for any incorrect or inaccurate information caused by any of the equipment or programming associated with or utilised in the Prize Draw, or by any technical error that may occur in the course of the administration of the Prize Draw. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission communications line failure, theft or destruction or unauthorised access to alter or alteration of entries.
- 16 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify statutory rights as provided under the Consumer Guarantees Act. Except for any liability which cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any loss or damage or personal injury whatsoever (including but not limited to direct, indirect or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with the Prize Draw or the Prize.
- 17 Entrants acknowledge and agree that:
  - a. if they win, their name will be used by the Promoter, without compensation, for publicity purposes (e.g. to announce the winner on social media pages and the newsletter); and
  - b. the Promoter has not made any representations as to the quality or fitness for purpose of the Prize.
- 18 You understand that you are providing your information to the Promoter. The information you provide will be held and used for the purpose of the Prize Draw including verifying the validity of entries, contacting winners, checking winners' identities and facilitating the provision of the Prize which may include disclosing your information to Sponsors. Please refer to the Promoter's [Privacy Policy](#) regarding access to, and correction and storage of, personal information, and [Terms and Conditions](#).
- 19 All information collected by the Promoter in the course of the Prize Draw becomes the property of the Promoter. Participants can tick to opt in to receive our email communications, but it is not compulsory and anyone who chooses to opt out, their personal information will not be kept by the Promoter.
- 20 The ~~c~~Competition Prize Draw is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. By entering the Prize Draw, each entrant releases Facebook Inc. from any liability in respect of the Prize Draw. Facebook Inc. will not be liable for any loss, damage or personal injury which is suffered or sustained by an entrant as a result of participating in the Prize Draw (including taking/using the Prize), except for any liability which cannot be excluded by law.
- 21 The Sponsors are not involved in or responsible for the organisation or conduct of this Prize Draw. All enquiries should be directed to the Promoter, at the email address set out in paragraph 2 above.