

Design a CityLink Bus Back Competition 2023 – Terms and Conditions

1. ACCEPTANCE

1.1 The Competition: This Competition is run by Northland Regional Council (NRC) in accordance with the Competition Rules.

1.2 Deemed acceptance: When a person submits an entry or otherwise continues to be engaged in any way in this Competition, they are deemed to have accepted these Competition Rules.

1.3 Minors: For each Participant in the Competition between 5 – 11 years of age, Competition Rules must be accepted by the Participant's parent or legal guardian.

2. ENTRY PROCESS

2.1 The Entry: A Participant will either colour, or colour and free-draw, on the Design a CityLink Bus Competition entry sheets designed by NRC for the Competition, either downloaded from the Website or provided to the Participant in hardcopy format, and clearly enter all the requested information on the Entry (the Entry).

2.2 Entry process: A Participant will submit an Entry as follows:

(a) Handing in their Entry at NRC's Reception at 36 Water Street, Whangārei

(b) Mailing their Entry to NRC at NRC, Private Bag 9021, Te Mai, Whangārei 0143

(c) Emailing their Entry to citylink@nrc.govt.nz or by using the Form on the Citylink website at www.citylinkwhangarei.co.nz.

(d) Returning their Entry via Enviroschools channels/Facilitators in conjunction with their school.

If yours is a Winning Entry, you will need to provide us with a hard copy of your winning entry sheet.

2.3 Multiple Entries allowed: A Participant may submit multiple Entries but is only eligible to win one prize.

2.4 Disqualified Participant: A Disqualified Participant may not enter the Competition.

2.5 Validity: Only Entries that comply with all the entry processes set out at clauses 2.1 to 2.4, and clause 3 (and are not otherwise disqualified under clause 8.3) will be considered valid Entries.

2.6 Verification: NRC may, at any time, verify the validity of any Entry including confirming the Participant's name, age, and Educational Provider.

2.7 Restrictions: The Competition is not open to Northland Regional Council and CityLink staff or Ritchies staff, or members of their immediate families.

3. ENTRY DEADLINE

3.1 Design a CityLink Bus Competition:

The Competition will start on Friday 22 September 2023 and will end on Friday 27 October 2023 (Competition Period).

3.2 Deadline: An Entry must be received by NRC by 5pm Friday 27 October 2023 (Entry Deadline).

4. WINNING THE PRIZE

4.1 The Draw

a) Within ten working days of the closing time and date we will select one Winning and two

Highly Commended Entries from all the valid Entries received (each a Winning Entry)

b) Our determination as to what constitutes a Winning Entry is at our discretion, is final and no correspondence will be entered into.

4.2 Prize:

a) The Winning Entry will win a Citylink bus wrapping design (that includes their first name and age) based on their design in the Winning Entry. The Winning Entry will also receive a \$100 Prezzy card.

b) The Highly Commended Entries will each receive a \$50 Prezzy card.

c) There is no fixed time within which a wrapping will be removed from the relevant bus. The Winning Entry design (including the first name and age of the Participant) will remain on the relevant buses until replaced by NRC at its discretion.

4.3 Only Three Prizes: NRC will give away only three Prizes in the Competition.

4.4 Contact: Within ten working days of the closing time and date we will contact the parent or legal guardian of the Participants that submitted the Winning Entries using the contact details provided in the Winning Entry, to reconfirm their acceptance of these Competition Rules.

4.5 Forfeiture:

(a) The Prize is forfeit if

i.) NRC is not able to contact the winning Participant's parent or legal guardian after three attempts;

ii.) The parent or legal guardian of the winning Participant does not reconfirm their acceptance of these Competition Rules if so requested.

(b) The Prize may be forfeit if consent to the condition in clause 7.2 is not accepted.

4.6 Reselect: In the event the Prize is forfeit under these Competition Rules, NRC (at its sole discretion) will reselect a Winning Entry.

4.7 No Transfer: The Prize cannot be Transferred, exchanged or redeemed for cash.

5. MANAGEMENT OF PERSONAL INFORMATION

5.1 Purpose: We may collect, store and use Personal Information provided with an Entry for the following purposes:

(a) To run the Competition, including selecting the Winning Entries;

(b) To communicate with winning Participant's parent or legal guardian about the Competition;

(c) To verify the validity of, or to decide to disqualify, an Entry;

(d) To place the first name, and/or age on the bus wrapping;

(f) To promote the Design a CityLink Bus Competition in accordance with clause 7; and

(g) Otherwise as set out in (and in accordance with) the Design a Citylink Bus Competition 2023 Privacy Statement.

5.2 Disposal: Subject to clause 4.2(b) and any laws that require us to hold the Personal Information for longer, we will only store Personal Information until 1 January 2025, after which it will be removed from our systems and/or otherwise safely disposed.

6. INTELLECTUAL PROPERTY

6.1 Ownership:

(a) We own and will continue to own all Intellectual Property Rights in the Design a CityLink Bus Competition entry sheets designed by NRC for Design a Citylink Bus Competition 2023;

(b) When an Entry is submitted to NRC, the Participant assigns to us all Intellectual Property Rights in the Entry and, subject to the removal of any Personal Information, NRC may accordingly use the artwork within the Entry as it sees fit.

7. PROMOTION

7.1 Promotion:

NRC intends to promote the outcome of this Competition by using the following outputs on NRC marketing channels, which include CityLink marketing channels:

(a) A photograph of the artwork within the Winning Entries;

(b) A photograph of the winning Participants and their families alongside their wrapped bus; and

(c) the Winner's first name, and/or age, and/or the name of their Education Provider (subject to receiving separate consent from the Education Provider).

7.2 Next Year's Competition: In the event that NRC runs a similar design competition in 2024, the Winning Entries, including Personal Information, may be used to advertise and promote that competition.

7.3 Consent: By submitting an Entry, you agree that NRC may promote the Competition in accordance with clause 7.1 and 7.2.

7.4 Additional Uses:

a) NRC may wish to use the Personal Information collected during this Competition, and any promotional material outlined in clause 7, for additional purposes.

b) NRC will seek permission from the parent or legal guardian of each Participant to do so and will not make use of Personal Information unless that consent is received.

8. GENERAL

8.1 Associated Terms.

Acceptance of the Prize is subject to terms and conditions associated with that Prize (if any).

8.2 Change: We may suspend, amend, vary, extend or discontinue this Competition at any stage for any reason. Any such action will be notified on the Website.

8.3 Disqualification and Refusal:

We may, in our sole discretion:

(a) Disqualify any Entry that is not made in accordance with these Competition Rules;

(b) Disqualify any Entry that is not received by NRC on or before the Entry Deadline.

(c) Refuse to award the Prize to a Participant where we consider that the Participant or any party that has submitted an Entry on a Participant's behalf has violated the Competition Rules in any way, gained unfair advantage in participating in the Competition or has won using fraudulent means.

8.4 Governing Law: These Competition Rules shall be governed by the laws of New Zealand and subject to the non-exclusive jurisdiction of the courts of New Zealand.

8.5 Late or Invalid Entries: NRC takes no responsibility for any inability to enter,

complete, continue or conclude the Competition for any reason including (without limitation):

- (a) Incorrect contact details;
- (b) An invalid, unclear or illegible Entry;
- (c) Equipment or technical malfunctions;
- (d) Busy lines;
- (e) Inadvertent disconnection;
- (f) Force Majeure.

8.6 No Liability:

Subject to any applicable laws which cannot be excluded, NRC, its employees and agents will not be liable for any loss, damage or injury of any nature incurred or suffered by any person (including but not limited to indirect or consequential loss or loss arising from negligence) arising directly or indirectly from or in connection with, this Competition or with winning, redeeming or benefiting from a Prize.

8.7 No Waiver: Failure by NRC to enforce any of its rights at any stage does not constitute a waiver of those rights.

8.8 NRC Contact: If you have any questions in relation to this Competition, please contact CityLink at citylink@nrc.govt.nz

9. DEFINITIONS

Competition: The Design a CityLink Bus Competition 2023, a design competition for people aged between 5 – 11 years old that meet the Participant criteria using the Design a CityLink Bus Competition entry sheets designed by NRC downloaded from the CityLink Website.

District: Whangārei District

Disqualified Participant: An immediate family member of the Competition's judging panel.

Education Provider: Any of the following:

- (a) Any type of primary school; within the Northland region

NRC, we, us or our: The Northland Regional Council, a regional council in accordance the Local Government Act 2002, with its physical address at Water Street, Whangārei.

Intellectual Property Rights: All patents, copyright, trademarks, design rights, trade secrets, eligible layout, or other industrial or intellectual property rights enforceable anywhere in the world.

Personal Information: Any information about an identifiable person collected by or on behalf of NRC in relation to the Competition and includes, without limitation, first name, age, Educational Provider, email address, or phone number, and photographs under clause 7.

Participant: A person aged between 5 – 11 years of age (inclusive) who is not a Disqualified Participant.

Prize: A CityLink bus wrapping design based on the Winning Entry.

Website: the website at www.citylinkwhangarei.co.nz