

Promotion or Competition Entry Terms and Conditions

Definitions

Business means any business operation within the Council defined Business Improvement District (BID) managed by MEVI. The map can be viewed on the Auckland Council WEB site

www.aucklandcouncil.govt.nz

Committee Member means any person approved to be on the Committee of MEVI

Immediate Families include spouses, grandparents, parents, children, and grandchildren, whether by marriage or other family extension

Judge means any Committee Member or person designated by the MEVI committee

MEVI means Mt Eden Village Incorporated trading as Mt Eden Village Business Association.

Participant means a person that has entered the promotion or competition.

Prize means the prize or prizes awarded for this **promotion or competition**.

Promotion means any promotion or competition organised by MEVI

Rules means the promotion or competition entry terms and conditions plus any specific rules of the promotion or competition

Winner means a winner of a Prize from the promotion or competition.

Rules

Entry

- 1) These Promotion Rules apply to all Promotions. These Rules may change from time to time.
- 2) If a particular Promotion has specific rules or terms those specific rules will apply if there is any inconsistency with the Rules
- 3) Disqualified Participants are:
- 4) All Committee Members and their immediate families
- 5) All people under the age of 18 years at the time the competition draw is made where the Prize incorporates air travel or any other Prize which would be illegal to supply to person under the age of 18 years
- 6) Unless otherwise stated, entry is by making a purchase from any participating Business during the duration of this competition. Entry forms to be left the Business where the purchase was made unless otherwise instructed.
- 7) Where multiple entries are allowed, each entry must be made separately.
- 8) Entry into the Promotion is deemed to be acceptance of these Rules and the Participant has the necessary authority to enter the Promotion.
- 9) MEVI reserves the right to exclude any person from participating in the Promotion on reasonable ground.
- 10) MEVI reserves the right to refuse to award any Prize to a Participant who MEVI in its sole discretion, decides has violated the Rules, gained an unfair advantage in participating in the Promotion or won by fraudulent means.
- 11) MEVI will not use the Participants name and contact information except for the purpose of contacting the Participant when awarding a Prize.
- 12) MEVI will seek permission from the Participant to promote their win in electronic, social, or written media.

Winning the Prize

- 13) Only the person who originally entered the Promotion can be awarded the Prize.
- 14) The Winner will be determined by MEVI who shall for this purpose be deemed 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 phone or email. Where the Winner cannot be contacted by phone (Note: 3 attempts over 24 hours) or does not respond to an email within 24 hours, then the Judge will select another winner.
- 17) The Prize is not redeemable for cash or transferable.
- 18) If the Prize specified becomes unavailable for any reason, then MEVI may substitute a Prize of like equal value.
- 19) Where the Winner is required to claim the Prize in person, they must provide proper identification (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 prior written consent for the Prize to be awarded.
- 20) The Winner takes the Prize entirely at his/her sole risk and indemnifies MEVI 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 restriction,

Travel Prize

- 21) Where the Prize includes air travel and/or accommodation, either international or domestic (the **'Travel Prize'**):
 - a) 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.
 - b) 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).
 - c) The Winner and their travelling companion (if applicable) must always travel together. The Winner is responsible for transport from their residence to their nearest domestic or international airport for flight departure and from their nearest domestic or international airport to their residence on their return.
 - d) Flight tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos, and government restrictions. The flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule.
 - e) 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.
 - f) 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.

- g) 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.
- h) MEVI makes no representation as to safety, conditions and other issues that may exist at any destination. Domestic and 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, and Ministry of Health in some circumstances. The winner accepts the Travel Prize at their own risk.
- i) 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 MEVI in its absolute discretion, if requested by the MEVI.

MEVI Responsibility

- 22) MEVI reserves the right to amend, vary, extend, or discontinue a Promotion at any stage, for any reason.
- 23) MEVI takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, Force Majeure or otherwise.
- 24) To the fullest extent permitted by law MEVI 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.
- 25) Where the Prize is to be supplied by an entity outside MEVI control and that entity fails, for whatever reason, to supply the Prize, MEVI 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

- 26) Participation in the Promotion is deemed acceptance of these Terms and Conditions.
- 27) If the Winner does not accept these Terms and Conditions the Prize will be forfeited.