

## Earth Beat Festival Competition

Tātaki Auckland Unlimited Limited (“**Tātaki Auckland Unlimited**”) welcomes entries to the Earth Beat Festival Competition (the “**Competition**”). By entering this Competition, entrants are deemed to have read, understood, and accepted the following terms and conditions.

### **A. Competition**

1. To enter, entrants must comment on what they like about Earth Beat Festival. The answers must be written on the related competition post by the 'What's On In Auckland' Facebook Page.
2. The Competition commences on 8 Mar 2023 at 13:00 and ends on 10 Mar 2023 at 12:00. Entries received after this time will not be accepted. All entries are deemed received at the time of receipt by Tātaki Auckland Unlimited of the entry and NOT at the time of transmission by the entrant. Late, misdirected, illegal, incomplete, or illegible entries are invalid. Tātaki Auckland Unlimited is not responsible for such entries nor for any error, technical malfunction, loss, omission, communications delay, or failure.
3. Every entrant warrants that all information submitted is true, current, and complete. Tātaki Auckland Unlimited reserves the right to disqualify any entrant who does not comply with these terms and conditions.
4. Entry is only open to New Zealand residents.
5. The Promoter is Tātaki Auckland Unlimited, Level 7, 167b Victoria Street West, Auckland 1010.

### **B. Entries, selection and Prizes draw**

6. Entrants can enter the competition multiple times.
7. The winner of the Prize for the Competition (**Prize Winner**) will be drawn at 12 pm on 10 Mar 2023 and the Prize Winner will be announced and notified by email, no later than 10 Mar.
8. The Prize Winner will be randomly selected from all entries with the correct answers.
9. If the Prize Winner does not contact Tātaki Auckland Unlimited within 24 hours of the announcement of the Prize Winner, or if for any reason a Prize Winner's entrant details are incorrect, or a Prize Winner cannot be contacted within 24 hours of the Prize draw Tātaki Auckland Unlimited reserves the right to draw another winner.
10. If the Prize Winner accepts the Prize, the Prize-win and terms and conditions acceptance will be documented in an email to that Prize Winner.
11. If the Prize Winner declines the Prize, the Prize is immediately forfeited and Tātaki Auckland Unlimited will confirm with the entrant in an email. Tātaki Auckland Unlimited reserves the right to redraw the winner.
12. The Prize will be awarded to the holder of the email address from which that Prize entry was submitted. Tātaki Auckland Unlimited takes no responsibility for disputes resulting from entries submitted using an [email address] belonging to any other person.
13. Tātaki Auckland Unlimited's decision is final, and no correspondence will be entered into.

### **C. Prize**

14. The Prize consists of 1x double pass to Earth Beat Festival on 22-26 March 2023.

15. One pack of prizes is available to win through this competition
16. The Prize cannot be exchanged for cash, credit, or service, is not transferable to any other person and cannot be used in conjunction with any other offer or promotion.
17. If the Prize or part of the Prize becomes unavailable (for any reason whatsoever, including but not limited to general travel restrictions, earthquakes, storms, landslides, fire, outbreaks of war, acts of terrorism or hostility, strikes, lock-outs, pandemics, protests, and acts of God), Tātaki Auckland Unlimited reserves in its sole discretion, the right to either amend the Prize, including providing the Prize Winner with a substitute Prize, either in full or in part, at the same, higher or less value, or to cancel the Prize and/or the Competition in its entirety at any time.

#### **D. Privacy**

18. Entry into this Competition is deemed to be acceptance of these terms and conditions.
19. Once the Prize Winner has accepted their Prize and the associated terms and conditions, their First and Last Names and image will be promoted on, but not limited to, Tātaki Auckland Unlimited Communications, Email Newsletters, Media, and social media including Facebook, Instagram for the purposes of promoting the Prize and/or Tātaki Auckland Unlimited.
20. The Prize Winner consents to participate and co-operate as required in all promotional activities relating to the Competition and Prize including but not limited to being filmed and photographed during the redemption of the Prize for use on Tātaki Auckland Unlimited's social media channels and other Tātaki Auckland Unlimited promotional channels.
21. In accordance with the Privacy Act 1993, Tātaki Auckland Unlimited collects personal information. Tātaki Auckland Unlimited holds personal information to conduct the Competition, notify the Prize Winner, verify the Prize Winner's' identity, and may be used by Tātaki Auckland Unlimited, for future promotional activities. Individuals have the right to access and request correction of their personal information held Tātaki Auckland Unlimited by calling (09) 365 0500. Failure to provide all requested personal information may result in the entry being invalid.

Please see Tātaki Auckland Unlimited's [privacy policy](#) for further information.

#### **E. Exclusions**

22. Employees (and such employees' immediate families) of Tātaki Auckland Unlimited, Auckland Council, or any of the Auckland Council Controlled Organisations and agencies associated with the Competition or Prize; anyone not a resident of New Zealand at the time of the Prize draw and anyone under 18 years of age are not eligible to win the Prize.
23. Tātaki Auckland Unlimited reserves the right to exclude any entrant from participating in the Competition in its sole discretion. Tātaki Auckland Unlimited also reserves the right to refuse to award the Prize to an entrant who is in breach of these terms and conditions, gained an unfair advantage in participating in the Competition, or won the Prize by using fraudulent means.
24. Tātaki Auckland Unlimited is not liable for any loss, damage, or injury (including and without limitation any indirect or consequential loss) suffered by any person in connection with the Competition or Prize, except for any liability under the Consumer Guarantees Act 1993 or any other liability that cannot be excluded by law.
25. This Competition is in partnership between Earth Beat Festival and Tātaki Auckland Unlimited. By participating in this Competition, you acknowledge that Earth Beat Festival holds no liability in respect of the organisation and management of this Competition.
26. Tātaki Auckland Unlimited reserves the right to vary these terms and conditions, and to modify, terminate or reschedule the Competition at any time, for any reason whatsoever, including in the event of a COVID-19 resurgence, initiation of the Alert Level System or best practice advice from the New Zealand Government, including if the Competition is not terminated or rescheduled to substitute the Prize for a Prize of the same, higher or lesser value.

27. These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the non-exclusive jurisdiction of New Zealand courts.