

## OPEN WAIKATO 'WAIKATO INNOVATION' PROMOTION – TERMS AND CONDITIONS

By contacting "Open Waikato" you agree and acknowledge that you will be entered into a draw to win 1 x iPad Pro with key pad 'package' as part of the promotion of "Open Waikato" as a service with community benefits.

### HOW TO ENTER

To enter:

1. Entrants must contact Open Waikato to enquire about the Open Waikato 'Waikato Innovation Park' free business service from Tuakau during the event period in order to enter the competition to win 1 x iPad Pro with keypad package. The event period is from 6am 1st September 2016 to 5.30pm 31st October 2016 during which inquiries are welcome from the community.
2. To win the 1 x iPad Pro with keypad package, participants must contact Open Waikato via email [info@openwaikato.co.nz](mailto:info@openwaikato.co.nz) or Freephone 0800 492 454 to enquire about the Open Waikato 'Waikato Innovation Park' free business service. Contact must be made between 6am 1st September 2016 to 5.30pm 31st October 2016. No payment is required by Open Waikato for the contact or the entry. Full and clear contact details must be provided, in particular, with any voice message contact.
3. The winner will be chosen by Open Waikato or a representative of Open Waikato and their photo uploaded to the "Open Waikato" website, [openwaikato.co.nz](http://openwaikato.co.nz)
4. The winner will be chosen at random by Open Waikato or a representative of Open Waikato. The winner will be notified by Open Waikato on Tuesday 1st November 2016.

### PROMOTION DETAILS

1. The promoter of the event is Open Waikato, a Waikato District Council initiative, 15 Galileo Street, Ngaruawahia 3720, Private Bag 544, New Zealand 3742.
2. The event is the overall promotion of the "Open Waikato – Waikato Innovations Park" as a North Waikato community resource. This price promotion is subsidiary to that event ("the Promotion").
3. Information on how to enter the Promotion forms part of these terms and conditions. Entry into this Promotion is deemed acceptance of these terms and conditions.
4. Entry is only open to residents of New Zealand.
5. Entry is open to those aged 20 years or over. Identification proof will be required on collection of the prize.
6. After contacting the winner, the winner's photo, first name and handle may be used within an announcement post on the Open Waikato website.
7. The Promotion is open to individual persons only.
8. Entries which enclose partial information, or submitted by or through dishonest means, fraud or other illegal activity, or entries not complying with these terms and conditions, are invalid.
9. If any advertised prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or part of the prize) with a prize of the equal or greater value. The prizes are not transferable, exchangeable or redeemable for cash.

### PRIZE DETAILS

1. The prize is 1 x iPad Pro with keypad package (to the value of \$1900 including GST). Entries received before the opening of the Promotion Period, or after the close of the Promotion Period will not be eligible to enter the promotion.
  2. If the winner does not respond within 48 hours of being notified by Open Waikato, the winner will be deemed to have forfeited their prize and the Promoter will select a new winner on the same terms as the original winner was selected and contacted.
  3. The Promoter and its associated agencies and companies will take no responsibility for any issues associated with accessing the Promotion.
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## GENERAL

Each entrant acknowledges and agrees that:

1. By accepting a prize, they agree to participate in any publicity arrangements that the Promoter may reasonably require in relation to this Promotion.
  2. The Promotion is in no way sponsored, endorsed, administered by, or associated with, Apple.
  3. The entrants are providing information to the Promoter and not to Apple.
  4. The entrant warrants and represents to the Promoter that the entry is owned by them and does not breach anyone else's rights or require their permission (or that such third party permissions have been obtained by the entrant from individuals or industry representatives or associations).
  5. The Promoter's decision is entirely at its discretion, is final and no correspondence will be entered into.
  6. By entering this promotion, the entrant gives the Promoter the irrevocable, non-exclusive, royalty-free licence throughout the world to use the entry for promotional purposes and the entrant irrevocably waives any moral rights they may have in the entry.
  7. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet Service Provider used. Phone contact is via a Freephone service.
  8. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
  9. The Promoter reserves the right, at any time, to verify the validity of entries, entrants and winner (including an entrant's or winner's identity, age and place of residence), and to disqualify any entrant or winner who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
  10. The Promoter takes no responsibility for:
    - a) any error, omission, interruption, or delay in the operation or transmission of any communication including any email communication sent to the Promoter by any entrant (or by the Promoter to any entrant) whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;
    - b) any theft, destruction or unauthorized access to, or alteration of such communications; or
    - c) any problem with, or technical malfunction of, or capability issue (or lack thereof), relating to any computer system, smart phone or other equipment used for the conduct of the Promotion.
  11. To the fullest extent permitted by law, the Promoter (including its officers, employees, and agents), will not be liable in any way (including negligence) for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to;
    - a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
    - b) any theft, unauthorised access or third party interference;
    - c) any entry or prize that is late, lost, altered, or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
    - d) any variation in the relevant prize stated in these terms and conditions;
    - e) any tax liability incurred by an entrant or a winner; or the use of a relevant prize.
  12. Nothing in these terms and conditions is intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act 1993. These terms and conditions must be read subject to those statutory provisions and will not affect any statutory rights that an entrant may have in relation to the return of a prize.
  13. The Promoter, in its sole discretion, reserves the right to cancel, suspend, terminate or modify the Promotion or any part of the Promotion if fraud, technical failures or any other factor beyond the Promoter's reasonable control adversely affects their ability to conduct the Promotion or part of the Promotion as contemplated in these terms and conditions. Any cancellation or modification to the Promotion will be notified on the Promoter's Snapchat account.
  14. The Promoter collects personal information in order to conduct the Promotion and will not disclose such information to third parties, in accordance with its Privacy Policy which can be found at [www.waikatodistrict.govt.nz/about-this-site](http://www.waikatodistrict.govt.nz/about-this-site).
  15. The Promoter and its associated companies may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to the entrant. All entries become the property of the Promoter. Entrants have the right of access to, and right to request correction of, their personal information in accordance with the Privacy Act 1993.
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