

Movin'March Walk or Wheel (WOW) Passport Competition 2023

Competition Rules

1. ACCEPTANCE

1.1. **The Competition:** This Competition is run by Greater Wellington in accordance with the Competition Rules.

1.2. **Deemed Acceptance:** There may be a number of parties that are involved in this Competition. When these parties complete an Entry or otherwise continue to be engaged with or involved in the Competition, they are deemed to have accepted these Competition Rules.

1.3. Minors:

Where a Participant is a child under the age of 18 years:

(a) These Competition Rules must be accepted by the Participant's parent or legal guardian on their behalf.

(b) The Participating School is responsible for ensuring that a Participant's parent or legal guardian is aware of and accept these Competition Rules.

2. COMPETITION PERIOD

2.1. **Competition Period:** The Movin'March promotion will start at 12am (midnight) on Wednesday, 1 March 2023 and end at 11.59pm on Friday, 31 March 2023 (the **Competition Period**).

3. ENTRY PROCESS

3.1. **The Passport:** A Participant will:

(a) obtain a blank Passport from the Participating School that they attend;

(b) log, on the front side of the Passport, at least one Active Journey to their Participating School during the Competition Period;

(c) complete all requested details on the reverse side of each Passport,

being the Participant's name and the name of the Participating School that they attend

(d) Submit the Passport to the Participating School that they attend (each an **Entry**).

3.2. **Posting Passports:** The Participating School must post the Entries to Greater Wellington using the return address details supplied on each Passport.

3.3. **Incomplete Passports:** A Participant may submit a maximum of two incomplete Passports, being a Passport with less than the maximum of 10 logged journeys, as an Entry.

3.4. **Deadline:** All Entries must be received by Greater Wellington on or before Friday, 14 April 2023 (**Entry Deadline**).

3.5. **Validity:** Only Entries that comply with all the requirements set out at clauses 3.1 to 3.4, only log journeys within the Competition Period, and are not otherwise disqualified under clause 8.3, will be considered valid Entries.

3.6. **Only One Prize:** A Participant may submit as many Entries as they like, subject to clause 3.3, but may only win one Prize.

3.7. **Verification:** We may, at any time, verify the validity of any Entry including confirming the Participant's name and Participating School.

3.8. **Disqualified Participants:** A Disqualified Participant may not enter the Competition.

4. WINNING THE PRIZES

4.1. **The Winners:** The winners of the Competition will be selected by Greater Wellington as set out in these Competition Rules. Our determination is final and no correspondence will be entered into.

4.2. **The Draw:**

- (a) We will collate all valid Entries into six draws corresponding with the six Districts within which the relevant Participating Schools are located.
 - (b) On or before Friday 12 May 2023, we will randomly select two valid Entries from each District (each a **Winning Entry**) for a total of 12 Winning Entries.
- 4.3. **Prize:** Regardless of the number of times they submit an Entry, each Participant can only be selected for one Winning Entry and only receive one Prize.
- 4.4. **Contact and Delivery:** On or before Friday 19 May 2023 we will:
- (a) contact the Participating School of each Winning Entry to advise them of the Winning Entry;
 - (b) announce the Winning Entries on the Facebook Page and the Website using the first name of the Participant that submitted the Winning Entry (the **Winning Participant**) and the name of their Participating School;
 - (c) deliver the Prize by courier to the relevant Participating School for distribution to the Winning Participant.
- 4.5. **Forfeit:** If we are unable to contact the Participating School of a Winning Participant after three attempts, the Prize will be deemed forfeit.
- 4.6. **Confirmation of Acceptance:**
- (a) Prior to delivering the Prize, we may ask that the Participating School provides written confirmation of the acceptance of these Competition Rules from the Winning Participant's parent or legal guardian;
 - (b) If that written confirmation is not provided, the Prize will be considered forfeit.
- 4.7. **Redraw:** In the event a Prize becomes forfeit, we may, in our sole discretion, undertake a redraw of that Winning Entry.
- 4.8. **No Transfer:** The Prize cannot be transferred, exchanged or redeemed for cash.
- 4.10. **Unavailability:** If the Prize is unavailable for whatever reason, we may substitute a prize of an equivalent value.
- 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 Participating Schools to advise of any Winning Entries;
 - (c) To verify the validity of, or to decide to disqualify, an Entry;
 - (d) To promote the Competition or the Movin'March campaign in accordance with clause 6; and
 - (e) otherwise as set out in (and in accordance with) the Movin'March Privacy Statement and the Movin'March Privacy Threshold Assessment.
- 5.2. **Disposal:** Subject to any laws that require us to hold the Personal Information for longer, we will only store Personal Information until 30 September 2023, after which it will be removed from our systems or otherwise safely disposed of.
- 6. PROMOTION AND OTHER USES**
- 6.1. **Announcing Winners:** As outlined at clause 4.4(b), we will use the first name of the Winning Participant and the name of their Participant School to announce Winning Entries on the MM Facebook Page and Website.
- 6.2. **Future use:** We may wish to issue press releases related to the Movin'March campaign that may include the details

(including Personal Information and identifying photographs) of the Winning Participant and/or their Participating School for promotional purposes other than as specified in these Competition Rules.

- 6.3. **Permission:** Should we wish to undertake such additional promotion under clause 6.2, we will seek appropriate prior permission from the parent or legal guardian of the Winning Participant and the Participating School as context requires.

7. GENERAL

- 7.1. **Associated Terms:** The Winning Participant will accept the Prize subject to any associated terms and conditions.

- 7.2. **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.

- 7.3. **Disqualification and refusal:** We may, in our sole discretion:

- (a) disqualify any Entry that:
 - (i) is not made in accordance with these Competition Rules;
 - (ii) we reasonably consider breaches any law; and
 - (iii) we reasonably consider is otherwise inappropriate;
- (b) refuse to award a Prize where we consider that a Winning Participant or any other person who has entered on their behalf has violated the Competition Rules in any way, gained unfair advantage in participating in the Competition, or has won using fraudulent means.

- 7.4. **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.

- 7.5. **Late or Invalid Entries:** Greater Wellington takes no responsibility for any inability to enter, complete, continue or conclude the Competition for any reason including:

- (a) incorrect contact details;
- (b) invalid, unclear or illegible Entries;
- (c) equipment or technical malfunctions;
- (d) busy lines or internet failures;
- (e) postal failures;
- (f) inadvertent disconnection; and
- (g) Force Majeure.

- 7.6. **No Liability:** Subject to any applicable laws which cannot be excluded, Greater Wellington, 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.

- 7.7. **No Waiver:** Failure by Greater Wellington to enforce any of its rights at any stage does not constitute a waiver of those rights.

- 7.8. **Greater Wellington Contact:** If you have any questions in relation to this Competition, please contact Maddy McVie at maddy.mcvie@gw.govt.nz.

8. DEFINITIONS

Active Journey: Any form of non-motorised transport including walking, cycling and scootering.

Competition: The WOW Movin'March Passport Competition 2023, a competition where Participants log walking or wheeling journeys to their Participating School by stamping clipping or otherwise indicating a completed Active Journey on a Passport provided by Greater Wellington.

District. One of the six following districts or cities - Wairarapa, Upper Hutt City, Hutt City, Wellington City, Porirua City and Kāpiti.

Disqualified Participant: A child of any staff member (including contractors) within Greater Wellington's Travel Choice team and/or a child of that staff member's Immediate Family.

Greater Wellington, we, us or our: The Wellington Regional Council, a regional council in accordance the Local Government Act 2002, with its physical address at 100 Cuba Street, Te Aro, Wellington.

Immediate Family: Spouse, parents, and children, whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

MM Facebook Page: The Movin'March Facebook page at <https://www.facebook.com/movinmarch/>.

Participant: A child attending a Participating School that is not a Disqualified Participant.

Participating School: Any school in the Wellington Region that is registered as a participating school on the Website.

Passport means the card provided by or obtained from Greater Wellington on which a Participant will log an Active Journey by signing, stamping, clipping or otherwise indicating a completed Active Journey.

Personal Information: Any information about an identifiable person collected by or on behalf of Greater Wellington in relation to the Competition and includes, without limitation, name, and the Participating School that they attend.

Prize: A My Ride voucher valued at NZD400 and redeemable at a My Ride store in the Wellington Region as stipulated on the voucher.

Website: The Movin'March website at <https://schooltravel.gw.govt.nz/walk-or-wheel-programmes/movinmarch/tools-for-teachers-to-run-movinmarch/movinmarch-competitions/>.