

Greater Wellington Harbours 'Safest Boat' Competition - Competition Rules

1. ACCEPTANCE

- 1.1. **The Competition:** This Competition is run by Greater Wellington (we, us, our) in accordance with these Competition Rules.
- 1.2. **Minors:** Persons under the age of 18 are not able to participate in the Competition.
- 1.3. **Deemed acceptance:** When a person submits an Entry, they are deemed to have accepted these Competition Rules.

2. ENTRY PROCESS

- 2.1. **The Entry:** To enter the Competition, Participants must engage in a face-to-face safety check with a member of our harbours team, on or before the Entry Deadline. During this interactions, Participants must:
 - 2.1.1. demonstrate to the satisfaction of our harbours team that they meet all required Safety Criteria and
 - 2.1.2. provide their name, a valid email address, and phone number
 - 2.1.3. Be a resident of the Wellington region(together, an **Entry**).
- 2.2. **One entry only:** A Participant may only complete one Entry and may only win one Prize.
- 2.3. **Validity:** Only Entries that comply with clause 2.1 and are not otherwise disqualified under clause 6.3 will be considered valid Entries.
- 2.4. **Verification:** We may verify the validity of the Winning Entry including confirming the Winning Participant's name and age.
- 2.5. **Disqualified participants:** Disqualified Participants may not enter the Competition.

3. ENTRY DEADLINE

- 3.1. **Competition period:** The Competition will start at 7:00am on 5 December 2025 and will end at 5:00pm on 28 February 2026 (the Competition Period).
- 3.2. **Deadline:** All Entries must be submitted no later than 5pm on 28 February 2026 (the Entry Deadline).

4. WINNING THE PRIZES

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

- 4.2. **The Draw:** On or before 5 pm on 2March 2026 we will select one Entry at random from all the valid Entries received by the Entry Deadline (the **Winning Entry**).
- 4.3. **Prizes:** The Participant that submitted the Winning Entry (a **Winning Participant**) will receive a Prize.
- 4.4. **Contact:** Using the email address, or phone number, provided with the Entry, we will contact the winning Participant to advise them of the win.
- 4.5. **Redraw:** If after three attempts in total, over three days, we are unable to contact the winning Participant or they do not respond, we will re-draw another Winning Entry.
- 4.6. **Delivery:** We will arrange for delivery or collection of the Prize by pre-arrangement with the preferred Prize provider.
- 4.7. **Confirmation of acceptance:**
 - 4.7.1. Prior to releasing the Prize, we may request written confirmation of the acceptance of these Competition Rules from the Winning Participant.
 - 4.7.2. If written confirmation is not provided after such as request, the Prize will be forfeit and we will re-draw another Winning Entry.
- 4.8. **No transfer:** The chosen Prize cannot be transferred, exchanged, or redeemed for cash.
- 4.9. **Unavailability:** If a Prize is unavailable for whatever reason, we may substitute a prize of equivalent value.

5. PRIVACY

- 5.1. **Permission:** By submitting an Entry, you warrant to us that you have obtained all relevant permissions to enter this Competition.
- 5.2. **Purpose:** We may collect, store, and use Personal Information provided with or within an Entry, or in connection with the Competition, as set out in (and in accordance with) Greater Wellington's privacy statement available here: <https://www.gw.govt.nz/your-council/legal/privacy-statement/>.
- 5.3. **Images and promotion:**
 - 5.3.1. We may request to take photographs of Participants during the Competition period for the purpose of promoting the Competition and related safety initiatives.

6. GENERAL

- 6.1. **Associated terms:** You accept the Prize subject to any associated terms and conditions of use.
- 6.2. **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 Greater Wellington Facebook Page - <https://www.facebook.com/GreaterWellington>.
- 6.3. **Disqualification:** We may, in our sole discretion:

- 6.3.1. Disqualify any Entry that:
 - 6.3.1.1. Is not made in accordance with these Competition Rules;
 - 6.3.1.2. We reasonably consider breaches any law; or
 - 6.3.1.3. We reasonably consider is otherwise inappropriate.
- 6.3.2. Refuse to award the Prize to a Winning Participant where:
 - 6.3.2.1. They have failed or refused to provide written confirmation under clause 4.7.1;
 - 6.3.2.2. We consider that they 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.
- 6.4. **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.
- 6.5. **Late or Invalid Entries:** Greater Wellington takes no responsibility for any inability to enter, complete, continue or conclude the Competition due to incorrect contact details, invalid, unclear or illegible Entries, equipment or technical malfunctions, busy lines, inadvertent disconnection, Force Majeure or otherwise.
- 6.6. **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.
- 6.7. **No Waiver:** Failure by Greater Wellington to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.8. **Greater Wellington Contact:** If you have any questions in relation to this Competition, please contact harbours@gw.govt.nz

7. DEFINITIONS

Competition: The Greater Wellington ‘Safest Boat ‘Competition is designed to encourage positive behaviour and educate recreational boat users.

Disqualified Participant: Any of the following people:

- a A Greater Wellington employee (including contractors) and their Immediate Family
- b Any person under 18 years old
- c Any person living outside New Zealand.

Entry has the meaning given in clause 2.1.

Greater Wellington, we 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: Spouses, grandparents, parents, children, and grandchildren, whether by marriage, past marriages, remarriage, adoption, co-habitation, or other family extension.

Personal Information: Any information about an identifiable person collected by or on behalf of Greater Wellington and includes, without limitation, name, email address, physical address, phone number, and (if needed) written confirmation of acceptance of these Competition Rules from the Winning Participant (which shall include that person's name).

Participant: Any person submitting the Entry excluding Disqualified Participants.

Prizes: 1 x trailer boat engine service (for outboards only, excludes E-TEC engines) valued at \$700 (incl GST).

Safety Criteria: To satisfy the Safety Criteria, the Participant must, to the reasonable satisfaction of our harbours team, demonstrate that:

- they are aware of the current weather forecast for the day;
- there is a properly fitting lifejacket available for each person on board, and that such lifejackets are being worn;
- they possess at least two (2) forms of waterproof emergency communication;
- they have logged a trip report or otherwise informed a responsible person of their intended destination and expected time of return;
- the vessel carries a form of secondary propulsion (oars are acceptable);
- the vessel is equipped with a bucket or bilge pump (or both);
- the vessel carries a suitable anchor and warp;
- a knife is on board;
- the vessel complies with all relevant bylaws; and
- the vessel has sufficient fuel for the intended journey and appears to have been maintained in reasonable operating condition.

Third Party Sites: Any website other than managed or controlled by Greater Wellington, software as a service (SaaS) application, social media page, or similar.