

# Design a Metlink Bus Competition 2022

## Terms and Conditions

### 1. ACCEPTANCE

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

1.2. **Deemed acceptance:** When a person submits an entry or otherwise continues to be engaged in any way in this Competition, they are deemed to have accepted these Competition rules.

1.3. **Minors:** For each Participant in the Competition between 4 – 15 years of age, Competition Rules must be accepted by the Participant's parent or legal guardian. Competition rules must be accepted by Participants aged between 16 – 18 years of age.

### 2. ENTRY PROCESS

2.1. **The Entry:** A Participant will either colour, or colour and free-draw, on the Design a Metlink Bus Competition entry sheets designed by Josh Naus for the Competition, either downloaded from the Website or provided to the Participant in hardcopy format, and clearly enter all the requested information on the Entry (the **Entry**).

2.2. **Entry process:** A Participant will submit an Entry as follows:

- (a) Handing in their Entry at any Greater Wellington office location;
- (b) Mailing their Entry to Greater Wellington at PO Box 11646, Wellington;
- (c) Emailing their Entry to [metlinkmarcomms@metlink.org.nz](mailto:metlinkmarcomms@metlink.org.nz). If yours is a Winning Entry, you will need to provide us with

a hard copy of your winning entry sheet.

2.3. **Multiple Entries allowed:** A Participant may submit multiple Entries, but is only eligible to win one prize.

2.4. **Disqualified Participant:** A Disqualified Participant may not enter the Competition.

2.5. **Validity:** Only Entries that comply with all the entry processes set out at clauses 2.1 to 2.4, and clause 3 (and are not otherwise disqualified under clause 8.3) will be considered valid Entries.

2.6. **Verification:** Greater Wellington may, at any time, verify the validity of any Entry including confirming the Participant's name, age, and Educational Provider.

### 3. ENTRY DEADLINE

3.1. **Design a Metlink Bus Competition:** The Competition will start on Thursday 21 April 2022 and will end on Thursday 19 May 2022 (**Competition Period**).

3.2. **Deadline:** An Entry must be received by Greater Wellington by 5pm Thursday 19 May 2022 (**Entry Deadline**).

### 4. WINNING THE PRIZE

#### 4.1. The Draw.

(a) Within five working days of the closing time and date we will select six winning Entries from all the valid Entries received (each a **Winning Entry**)

(b) Our determination as to what constitutes a Winning Entry is at our discretion, is final and no correspondence will be entered into.

#### 4.2. **Prize:**

- (a) Each Participant that submitted a Winning Entry will win a Metlink bus wrapping design (that includes their first name and age) based on their design in the Winning Entry.
- (b) There is no fixed time within which a wrapping will be removed from the relevant buses. The Winning Entry design (including the first name and age of the Participant) will remain on the relevant buses until replaced by Greater Wellington at its discretion.

4.3. **Only Six Prizes:** Greater Wellington will give away only six Prizes in the Competition.

4.4. **Contact:** Within five working days of the closing time and date we will contact the parent or legal guardian of the Participants under the age of 16 that submitted the Winning Entries using the contact details provided in the Winning Entry, to reconfirm their acceptance of these Competition Rules.

#### 4.5. **Forfeiture:**

- (a) The Prize is forfeit if
  - i. Greater Wellington is not able to contact the winning Participant (if between the ages of 16 – 18) or the winning Participant's parent or legal guardian after three attempts;
  - ii. The parent or legal guardian of the winning Participant does not reconfirm their acceptance of these Competition Rules if so requested.

- (b) The Prize may be forfeit if consent to the condition in clause 7.2 is not accepted.

4.6. **Reselect:** In the event that the Prize is forfeit under these Competition Rules, Greater Wellington (at its sole discretion) will reselect a Winning Entry.

4.7. **No Transfer:** The Prize cannot be transferred, exchanged or redeemed for cash.

## 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 winning Participant's parent or legal guardian about the Competition;
- (c) To communicate directly with winning Participants aged between 16 – 18 years of age about the Competition;
- (d) To verify the validity of, or to decide to disqualify, an Entry;
- (e) To place the first name, and/or age on the bus wrapping;
- (f) To promote the Design a Metlink Bus Competition in accordance with clause 7; and
- (g) Otherwise as set out in (and in accordance with) the Design a Metlink Bus Competition 2022 Privacy Statement.

5.2. **Disposal:** Subject to clause 4.2(b) and any laws that require us to hold the Personal Information for longer, we will only store Personal Information until Monday 7 August 2023, after which it will be removed

from our systems and/or otherwise safely disposed.

## 6. INTELLECTUAL PROPERTY

### 6.1. Ownership:

- (a) We own and will continue to own all Intellectual Property Rights in the Design a Metlink Bus Competition entry sheets designed by Josh Naus for Design a Metlink Bus Competition 2022;
- (b) When an Entry is submitted to Greater Wellington, the Participant assigns to us all Intellectual Property Rights in the Entry and, subject to the removal of any Personal Information, Greater Wellington may accordingly use the artwork within the Entry as it sees fit.

## 7. PROMOTION

7.1. **Promotion:** Greater Wellington intends to promote the outcome of this Competition by posting the following on Metlink's Facebook page at <https://www.facebook.com/metlinkwgtn> and Greater Wellington's Facebook page at [www.facebook.com/GreaterWellington](http://www.facebook.com/GreaterWellington), and/or including it in media releases and newsletters:

- (a) A photograph of the artwork within the Winning Entries;
- (b) A photograph of the winning Participants and their families alongside their wrapped bus; and
- (c) the Winner's first name, and/or age, and/or the name of their Education Provider (subject to receiving separate consent from the Education Provider).

7.2. **Next Year's Competition:** In the event that Greater Wellington runs

a similar design competition in 2023, the Winning Entries, including Personal Information, may be used to advertise and promote that competition.

7.3. **Consent:** By submitting an Entry, you agree that Greater Wellington may promote the Competition in accordance with clause 7.1 and 7.2.

### 7.4. Additional Uses:

- (a) Greater Wellington may wish to use the Personal Information collected during this Competition, and any promotional material outlined in clause 7, for additional purposes.
- (b) Greater Wellington will seek permission from the parent or legal guardian of each Participant to do so person to such use and will not make use of Personal Information unless that consent is received.

## 8. GENERAL

8.1. **Associated Terms.** Acceptance of the Prize is subject to terms and conditions associated with that Prize (if any).

8.2. **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.

8.3. **Disqualification and Refusal:** We may, in our sole discretion:

- (a) Disqualify any Entry that is not made in accordance with these Competition Rules;
- (b) Disqualify any Entry that is not received by Greater Wellington on or before the Entry Deadline.
- (c) Refuse to award the Prize to a Participant where we consider that the Participant

or any party that has submitted an Entry on a Participant's behalf has violated the Competition Rules in any way, gained unfair advantage in participating in the Competition or has won using fraudulent means.

8.4. **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.

8.5. **Late or Invalid Entries:** Greater Wellington takes no responsibility for any inability to enter, complete, continue or conclude the Competition for any reason including (without limitation):

- (a) Incorrect contact details;
- (b) An invalid, unclear or illegible Entry;
- (c) Equipment or technical malfunctions;
- (d) Busy lines;
- (e) Inadvertent disconnection;
- (f) Force Majeure.

8.6. **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.

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

8.8. **Greater Wellington Contact:** If you have any questions in relation to this Competition, please contact Leigh-Ann Harris at [leigh-ann.harris@gw.govt.nz](mailto:leigh-ann.harris@gw.govt.nz)

## 9. DEFINITIONS

**Competition:** The Design a Metlink Bus Competition 2022, a design competition for people aged between 4 – 18 years old that meet the Participant criteria using the Design a Metlink Bus Competition entry sheets designed by Josh Naus downloaded from the Website.

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

**Disqualified Participant:** An immediate family member of the Competition's judging panel.

**Education Provider:** Any of the following:

- (a) Any type of school;
- (b) Early childhood centres including Playcentres and kindergartens, day-care and respite institutions, and organised community playgroups and similar organisations;
- (c) Before and after school care organisations including informal, parent-led, school-operated or commercially-operated organisations, within the Wellington Region.

**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.

**Intellectual Property Rights:** All patents, copyright, trademarks, design rights, trade secrets, eligible layout, or other

industrial or intellectual property rights enforceable anywhere in the world.

**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, first name, age, Educational Provider, email address or phone number, and photographs under clause 7.

**Participant:** A person aged between 4 – 18 years of age (inclusive) who is not a Disqualified Participant.

**Prize:** A Metlink bus wrapping design based on the Winning Entries.

**Website:** the website at <https://www.metlink.org.nz/design-a-metlink-bus>

**Wellington Region:** The area comprising the six Districts.