

Metlink to Sheeran 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:** When a Participant submits an entry or otherwise continues to be engaged in any way in this Competition, they are deemed to have accepted these Competition rules.

2. ENTRY PROCESS

2.1. The Entry:

- a) The Participant will submit a comment, within the Competition Period, on the Competition-related post on the Metlink Facebook page by responding to the question “What is the best experience you have had with Metlink?”(the **Entry**)
- 2.2. **One Entry Only:** A Participant may only submit one Entry.
- 2.3. **Disqualified Participant:** A Disqualified Participant may not enter the Competition.
- 2.4. **Validity:** Only Entries that comply with clauses 2.1 to 2.2, 3.1 and 3.2, and 4.5 and are not otherwise disqualified under clause 2.3 will be considered valid Entries.
- 2.5. **Verification:** Greater Wellington may, at any time, verify the validity of any Entry.

3. COMPETITION PERIOD

- 3.1. **“Metlink to Sheeran”** The Competition will start at 0000 hours on Thursday 1 December 2022 and will end at 4pm on Thursday 15 December 2022 (the **Competition Period**).

4. WINNING THE PRIZE

- 4.1. **The Winning Entry:** The Winning Entry 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 Monday 19 December 2022 we will randomly select one Entry from all the valid Entries received (**the Winning Entry**).

- 4.3. **Prize:** The Participant that submitted the Winning Entry (the **Winning Participant**) will win a prize.

- 4.4. **Only One Prize:** Greater Wellington will give away only one Prize.

4.5. Contact:

- a) The Winning Participant will be contacted by us by replying to the comment in which the Winning Entry was posted.
 - b) The Winning Participant will be asked the participant to give the following details: first and last name, address and a contact phone number (**Contact Details**).
 - c) Greater Wellington will either send the Prize to the Winning Participant’s address or arrange for the Winning Participant to collect the Prize.

4.6. Forfeiture: The Prize is forfeit if:

- (a) If Greater Wellington cannot contact the Winning Participant after three attempts to do so.

4.7. Confirmation of Acceptance:

- (a) Prior to releasing a Prize, we may require written confirmation of the acceptance of these Competition Rules from the Winning Participant.
- (b) If that written confirmation is not provided, the Prize will be considered forfeit.

- 4.8. **Redraw:** In the event that a Prize is forfeit under these Competition Rules, Greater Wellington may, at its sole discretion, redraw a Winning Entry.

- 4.9. **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 the Prize for 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
- (b) To communicate with the Winning Participant in relation to this Competition.
- (c) To verify the validity of, or to decide to disqualify, an Entry;
- (d) To promote the Competition in accordance with clause 6.1;
- (e) Otherwise as set out in (and in accordance with) the Competition privacy statement.

5.2. **Disposal:** Subject to any laws that require us to hold the Personal Information for longer, we will only store Personal Information until 31 December 2023 after which it will be removed from our systems and/or otherwise safely disposed.

6. PROMOTION

6.1. Promotion:

- a) The winners name will be announced via a boosted social media post on the Metlink Facebook page.
 - b) All or part of the comments in all entries may be used in promotional material.
 - c) The Winner will be used in any promotional material by WellingtonNZ.

Consent:

- (a) By submitting an Entry, the Participant agrees that Greater Wellington may promote the Competition in accordance with clause 6.1.

7. GENERAL

7.1. **Associated Terms.** Acceptance of the Prize is subject to any terms and conditions associated with that Prize.

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 Facebook Page

7.3. **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 a 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.

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 (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.

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 Sarah Mildon, sarah.mildon@gw.govt.nz

8. DEFINITIONS

Competition: The “Metlink to Sheeran” Competition as detailed in these Competition rules.

Disqualified Participant: A member of Greater Wellington’s Customer Engagement team and their spouse/partner or child

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.

Metlink Facebook page

www.facebook.com/metlinkwgtn:

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, age, email address, phone number and postal address.

Participant: A Participant is anyone 18 years or older living in the **Wellington Region** that holds a Facebook account and is not a Disqualified Participant.

Prize: Two tickets to Ed Sheeran: The Mathematics Tours on Thursday 2 February 2023 in Wellington, New Zealand.

Wellington Region: the area comprising the six following districts or cities – Wairarapa, Upper Hutt City, Hutt City, Wellington City, Porirua City, and Kāpiti.