

Movin' March Walk or Wheel (WOW) Passport Competition 2024

Competition Rules

1. ACCEPTANCE

1.1 **The Competition:** This Competition is run by Wellington Regional Council ("Greater Wellington", "us" and "we") in accordance with these 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 for confirming the parent's or legal guardian's acceptance of, these Competition Rules.

2. COMPETITION PERIOD

2.1 **Competition Period:** The Movin' March competition will start at 12am (midnight) on Friday, 1 March 2024 and end at 11.59pm on Sunday, 31 March 2024

3. ENTRY PROCESS

3.1 **Entry:** A Participant, their parent or legal guardian, or their teacher, 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 given name and the name of the Participating School that they attend;

(d) Submit the Passport to the Participating School that they attend.

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 **Entry Deadline:** All Entries must be received by Greater Wellington on or before Friday, 12 April 2024.

3.4 **Validity:** Only Entries that comply with all the requirements set out at clauses 3.1 to 3.3 and are not otherwise from a Disqualified Participant will be considered valid Entries.

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

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 17 May 2024, we will randomly select one valid Entry from each District (each a **Winning Entry**) for a total of 6 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 Monday 20 May 2024 we will:

- (a) contact the Participating School of each Winning Entry to advise them of the Winning Entry, and confirm acceptance in accordance with clause 4.6;
- (b) then announce the Winning Entries on the Movin' March Facebook Page using the given name of the Participant that submitted the Winning Entry (the **Winning Participant**) and the name of their Participating School; and
- (c) deliver the Prize by courier or in person to the relevant Participating School for distribution to the Winning Participant.

4.5 Forfeit: If we do not hear back from the Participating School within five business days, the Prize will be deemed forfeit.

4.6 Confirmation of Acceptance:

- (a) Prior to announcing the Winning Entry in accordance with 4.4.(b), we may ask that the Participating School provides confirmation of the acceptance of these Competition Rules from the Winning Participant's parent or legal guardian;
- (b) If that 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.

4.9 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 and announcing 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 2024.

5.2 Disposal: Subject to clauses 6.2 and 6.3, or to any laws that require us to hold the Personal Information for longer, we will only store Personal Information until 30 September 2024, 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 Movin'March Facebook Page.
- 6.2 **Future use:** We may wish to issue press releases related to the Movin'March campaign that may include the Personal Information and identifying photographs of the Winning Participant and the Participating School (if needed) for promotional purposes.
- 6.3 **Permission:** Should we wish to undertake such additional promotion under clause 6.2, we will seek to take or obtain identifying photographs of the Winning Participant and the Participating School (if needed) together with relevant prior written permission from the parent or legal guardian of the Winning Participant and the Participating School (if included).

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 schooltravel@gw.govt.nz.

8. DEFINITIONS

8.1 **Active Journey:** Includes riding a bus, park and ride or any form of non-motorised transport including walking, cycling and scootering.

8.2 **Competition:** The Walk Or Wheel Movin'March Passport Competition 2024, a competition where a Participant logs Active Journeys to their Participating School by signing, stamping, clipping or otherwise indicating a completed Active Journey on a Passport provided by Greater Wellington.

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

8.4 **Disqualified Participant:** Any of the following people:

(a) member of Greater Wellington's Travel Choice team (including contractors) and their Immediate Family.

(b) any person living outside New Zealand.

8.5 **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.

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

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

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

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

8.10 **Passport:** The card provided by or obtained from Greater Wellington on which a Participant will log an Active Journey to their Participating School by signing, stamping, clipping or otherwise indicating a completed Active Journey.

8.11 **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, including their name, and the Participating School they attend.

8.12 **Prize:** My Ride voucher valued at NZD \$400.

8.13 **Website:** The Movin'March website at <https://schooltravel.gw.govt.nz/walk-or-wheel-programmes/movinmarch/>.