

#lovemybeach Photo Competition – Terms and Conditions

6 December 2018, 12 noon



Terms & Conditions – Kāpiti Coast District Council's #lovemybeach Photo Competition

Information on how to enter the Kāpiti Coast District Council #lovemybeach photo competition ("Competition") and prizes form part of these terms and conditions ("Terms and Conditions"). Participation in this Competition is deemed acceptance of these Terms and Conditions.

The Promoter

1. The promoter of this Competition is Kāpiti Coast District Council, 175 Rimu Road, Private Bag 60601, Paraparaumu, 5254.
2. The Competition is not in any way sponsored, endorsed, or administered by or associated with Instagram or any other social media channel.

Eligibility

3. Entry is open to Kāpiti Coast District residents who have a postal address in the Kāpiti Coast District area, as at 6 December 2018 ('Eligible Entrants').
4. The following are ineligible for entry or receipt of a prize: all employees and elected members of Kāpiti Coast District Council and their families.

Competition Period

5. Entry to the Competition will be open between 12 noon Thursday 6 December 2018 and 5pm Monday 21 January 2019 ("Competition Period"). Entries outside of the Competition Period will not be accepted.

How to enter

6. To enter, Eligible Entrants must take a photo of a Kāpiti beach in one (1), two (2), or three (3) categories: 1. My favourite Kāpiti sunset, 2. At my Kāpiti beach with my friends & whanau, and 3. My nature coast ("Photo") and upload the Photo(s) to the #lovemybeach website www.lovemybeach.nz via the photo competition page submission form.

Submissions may then be uploaded onto **Instagram** with the #lovemybeach to feature on the Kāpiti Coast District Council Instagram page, which will have a feed on the #lovemybeach website.

7. No purchase or payment of any kind is necessary to enter the Competition or to win a prize.
9. Incomplete entries will not be eligible.
10. Participants accept the Competition is not in any way sponsored, endorsed, or administered by or associated with, Instagram and/or any other social medial channels. To the maximum extent permitted by law, participants completely release Instagram and/or any other social media channels from any and all liability associated with this Competition.

Prizes & notification of winning

11. Winning Photos will be decided by a Kāpiti Coast District Council judging panel and will be selected from Photos submitted by Eligible Entrants during the Competition Period. Kāpiti Coast District Council's decision is final and no correspondence will be entered into.

12. Winners will be notified via email of their success.
13. Each winner will be required to provide their contact details and proof of Kāpiti Coast District postal address to Kāpiti Coast District Council to verify their eligibility, via email within fifteen (15) business days of being contacted by Kāpiti Coast District Council. Prizes will be forfeited if Kāpiti Coast District Council does not receive this information within fifteen (15) business days, unless by prior agreement from Kāpiti Coast District Council.
14. Winners may be required to provide their name and contact details. Name and any related comments may be used in any advertising or publicity, without further compensation, unless prohibited by law, and entry into the Competition is deemed to be consent and authorisation.
15. Prizes will be arranged for collection or distribution by early February 2019 if all relevant information has been received by Kāpiti Coast District Council.
16. All submitted photos become the intellectual property of Kāpiti Coast District Council and may be used for advertising, promotion, and/or any other purposes of Kāpiti Coast District Council.

Prize restrictions

17. Prizes are not transferable and cannot be extended, substituted, or exchanged in part or full.
18. Prizes will be as stated on the Competition webpage on the #lovelybeach website explaining the details of the Competition. If for any reason a stated prize is not available, Kāpiti Coast District Council reserves the right to provide an alternative prize of a similar value to that winner.
19. Kāpiti Coast District Council accepts no responsibility for entries not received within the Competition Period. Proof of completion or entry is not proof of receipt.
20. Eligible entries will be verified in accordance to these Terms and Conditions. Kāpiti Coast District Council reserves the right, at any time, to verify the validity of entries and participants (including a participant's identity and place of residence) and to disqualify any participant who submits an entry that is not in accordance with these Terms and Conditions, who tampers with the entry process, or is found to be cheating or 'gaming' entry. Errors and omissions will only be accepted at Kāpiti Coast District Council's discretion.

Information/Privacy

21. Personal information supplied by participants to Kāpiti Coast District Council will be dealt with in accordance with all applicable laws in New Zealand, including the Privacy Act 1993. Kāpiti Coast District Council, and not Instagram or Facebook, collects all participants' personal information.
22. Participants acknowledge that Instagram is a public platform. Information posted, or activity, on Kāpiti Coast District Council's Instagram page, such as tagging, posting, commenting on, or sharing any of Kāpiti Coast District Council's posts may become publicly available.
23. Information provided by participants will be held and used for the purposes of conducting this Competition (which may include disclosure to third parties for the purposes of processing and conducting the Competition, publicising any winner as well as current and future advertising, promotion and/or marketing by Kāpiti Coast District Council (and as otherwise set out in the *Kāpiti Coast District Council Privacy Policy*). Participants warrant that they have obtained all the requisite consents to supply Kāpiti Coast District Council with the relevant personal information in order to enter the Competition.

24. By entering this Competition, participants consent to the use of their personal information by Kāpiti Coast District Council as described in these Terms and Conditions and the *Kāpiti Coast District Council Privacy Policy*.

Liability

25. By entering the Competition, participants warrant that they have obtained the consent of each person included in the Photo to:

- a. the participant posting the Photo on Instagram or Kāpiti Coast District Council's #lovemybeach website; and
- b. to Kāpiti Coast District Council using and publishing the Photo for advertising, promotion, and/or any other purposes of Kāpiti Coast District Council.

26. By entering the Competition, participants grant Kāpiti Coast District Council a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Photo for advertising, promotion and/or any other purposes of Kāpiti Coast District Council.

27. To the maximum extent permitted by law, all participants release and indemnify Instagram and Kāpiti Coast District Council (including its officers, employees, and agents) from any and all direct or indirect loss (including loss of opportunity), damage or injury suffered or arising in connection with the Competition or any prize except for any liability that cannot be excluded by law; whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, where arising out of the following:

- a. any technical difficulties or any computer system, phone line or mobile, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature as a result of accessing Instagram or email (whether or not under Kāpiti Coast District Council's control);
 - b. any theft, unauthorised access, or third party interference;
 - c. any entry that is late, lost, altered, damaged, or misdirected (whether or not after receipt by Kāpiti Coast District Council) due to any reason beyond the reasonable control of Kāpiti Coast District Council;
 - d. the incorrect or inaccurate capture of information, or the failure to capture any information;
 - e. any winner of the Competition that cannot be contacted or who fails to respond, including, but not limited to, emails not received or marked as spam, or failure of phone line/mobile and related services;
- or
- f. use of a prize.

28. Participants must comply with all requirements of Kāpiti Coast District Council including requirements specified in these Terms and Conditions. Kāpiti Coast District Council may, at its absolute discretion, declare any or all entries made by a participant invalid if the participant:

- a. fails to establish their entitlement to enter the Competition to Kāpiti Coast District Council's satisfaction;
- b. tampers with or benefits from any tampering with the entry process or the operation of the Competition;
- c. submits an entry which in Kāpiti Coast District Council's opinion is not in accordance with these Terms and Conditions;

- d. acts in a disruptive manner or acts with the intent to annoy, abuse, embarrass, threaten, or harass any other person; or
 - e. in the opinion of Kāpiti Coast District Council, engages in conduct in entering the Competition which is fraudulent, misleading, deceptive, spamming, or generally damaging to the goodwill or reputation of the Competition and/or Kāpiti Coast District Council.
29. Kāpiti Coast District Council reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
30. If for any reason any aspect of this Competition is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures, or any cause beyond the control of Kāpiti Coast District Council which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, Kāpiti Coast District Council may, in its sole discretion, cancel, terminate, modify, or suspend the Competition, or invalidate any affected entries.

General

31. Kāpiti Coast District Council may, at any time, modify or alter the Competition or any aspect of the Competition without prior notice. Notification of such modifications will be posted on the #lovelybeach website and #lovelybeach on Instagram.
32. Any questions, comments or complaints regarding the Competition should be directed to Kāpiti Coast District Council by emailing charmead.schella@kapiticoast.govt.nz
33. This competition is subject to New Zealand law.