Dunedin City Council Walk2Work Day photo Competition Terms and Conditions

- The Walk2Work Day photo Competition (Competition) is run by Dunedin City Council of 50
 The Octagon, Dunedin Central (DCC). The Competition will be governed by these Terms and
 Conditions and by entering this Competition, you (you, your or Entrant) are deemed to have
 accepted these Terms and Conditions.
- 2. The Competition is open to *all residents of the Dunedin region* with the exception of DCC Transport Group employees and their immediate family members.
- 3. If you are younger than 18 years of age, you must have the consent of your parent of legal guardian to enter this Competition.

Competition Period

4. The Competition will commence on [12:01am] on Wednesday 12 March 2025 and end at 11:59pm on Wednesday 12 March 2025 (Competition Period).

Entry

- 5. To enter the Competition, each Entrant must:
 - (a) Send a photo of their commute to work with a caption to Transport@dcc.govt.nz
 - (b) Provide their name and contact details with the photo submission and caption.

during the Competition Period (each, an Entry).

- 6. You may *submit as many Entries as you wish, as long as each photograph is original and constitutes a valid Entry* during the Competition Period. However, each Entrant can only win one prize.
- 7. You are responsible for ensuring that any information provided as part of an Entry is complete and correct. Incomplete, incorrect, indecipherable, illegible or early/late entries will be invalid. Entries that promote violence, threats and illegal acts or contain pornography, obscene, hate or racist material are inappropriate and will be deemed to be invalid. Entrants that infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible and will be deemed to be invalid. Entrants that are considered as unsolicited electronic commercial messages including overly repetitive messages, or repeatedly raises issues that have previously been addressed or nonconsensual advertisement are inappropriate and will be deemed to be invalid.
- 8. By submitting an Entry, you warrant that you have obtained permissions of all persons (or if relevant, from their parent or legal guardian) appearing in the photograph forming part of

the Entry. You must be the person who captured and submitted the photograph as part of any Entry.

- 9. An Entry and any copyright subsisting in an Entry irrevocably becomes, at the time of Entry, the property of DCC.
- 10. DCC reserves the right, at any time, to verify the validity of Entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an Entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by DCC to enforce any of its rights at any stage does not constitute a waiver of those rights.

Draw

- 11. Within 48 hours of the Competition Period, DCC will, at its sole discretion, select four Entries from all the valid Entries received during the Competition Period (the Winning Entry).
- 12. DCC will use its best endeavours to contact each winner by phone or email (using the contact details supplied in the Winning Entry) within two days from the prize draw. However, if DCC cannot contact any winner within a reasonable time, DCC may redraw for the relevant prize.
- 13. Where any winner is younger than 18 years of age, DCC may award the prize to the winner's parent or legal guardian. DCC may require the winner's parent or legal guardian to sign acceptance of these Terms and Conditions prior to claiming a prize.
- 14. The winners may be announced on DCC social media on or around the 14 March 2025.
- 15. All decisions regarding this Competition by DCC will be final and no correspondence will be entered into.

Prize(s)

- 16. The prizes for the Competition will be \$250 voucher for Smiths Shoes Dunedin. Prizes may be collected from DCC or posted to a Dunedin address supplied by the winner to DCC.
- 17. The prizes cannot be transferred, exchanged or redeemed for cash.
- 18. DCC will use its best endeavours to provide the prizes set out in these Terms and Conditions. If any of the prizes are unavailable for whatever reason, DCC reserves the right to substitute the prize for a prize of an equivalent value.
- 19. By entering the Competition, you agree to DCC using your personal information supplied to contact you if you are a prize winner. If you are a prize winner, you agree to participate in publicity organised by DCC and you also agree to the use of your name, likeness and image for publicity and promotional purposes for an unlimited period in any media, without

compensation. This includes, but is not limited to, social media and event websites and media releases.

General

- 20. DCC is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in this Competition.
- 21. Subject to any applicable laws which cannot be excluded, Facebook and DCC, 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 out of or in connection with this Competition or with winning, redeeming or benefiting from the prize.
- 22. By entering this Competition you acknowledge this Competition is in no way sponsored, endorsed, administered, or associated, with Facebook. You understand that you are not providing your information to Facebook.
- 23. You understand that you are providing your information to DCC and the information you provide will be collected, stored and used only for the purpose of this Competition and as otherwise set out in (and in accordance with) DCC's Privacy Policy (https://www.dunedin.govt.nz/about-this-site/privacy/).
- 24. DCC, in its sole discretion, reserves the right to cancel, suspend, terminate or modify the Competition if fraud, technical failures or any other factor beyond DCC's reasonable control adversely affects DCC's ability to conduct the Competition as contemplated in these terms and conditions, subject to any written directions from any regulatory authority. Any such termination or modification will be notified on the DCC website.
- 25. These Terms and Conditions shall be governed by the laws of New Zealand and each Entrant agrees to submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 26. If you have any questions in relation to this competition, please contact Janet Young, Safe and Sustainable Travel Coordinator.