

Whānau Āwhina Plunket Virtual Fun Run – Terms and Conditions 2022

TERMS AND CONDITIONS

1. Participating in the Whānau Āwhina Plunket Virtual Fun Run is undertaken at the participants own risk.
2. The decision to participate in the Event is entirely my own and I accept all risks associated with my participation in the Event, including but not limited to, loss of life or permanent injury. Regardless of any decision made, or information made available, by Whānau Āwhina Plunket and other persons, corporations, and entities involved or engaged in promoting or staging the Event, I agree to accept full responsibility to inform myself and assess all the dangers, hazards and risks of entry in the Event and rely solely on my own assessment of these dangers, hazards and risks before participating in the Event. Covid-19 is an extremely contagious disease that can lead to severe illness, permanent disability and death. An inherent risk of exposure to Covid-19 exists in any public place where people are present despite precautions that are taken. I acknowledge that by visiting any Event related venue, I assume all risks related to the exposure of Covid-19

Weekly prizes

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

Eligibility Criteria

2. Entry is only open to New Zealand residents aged 16 years or over. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and their immediate families) of the Whānau Āwhina Plunket and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

Entry Instructions

4. Promotion commences 12:01am NZST on 1/04/22 and ends 11.59pm NZST on 25/04/22 (“Promotional Period”).
5. To enter, individuals must, during the Promotional Period:
 - a. Take a picture at themselves, or family members out on the run or walk, or write a post about their run or walk – this could be a screenshot of a mapping app – tracking their run or walk.
 - b. Post the image on their Facebook or Instagram page tagging @plunketnz and using the #plunketfunrun22
6. The Promoter 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Multiple entries permitted, subject to the following: each entry must be submitted separately and in accordance with entry requirements.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

Winner Determination & Prizes

9. All draw of entries will be at Plunket, Level 3, Simpl House, 40 Mercer St, Wellington 6140, New Zealand.
10. The winners will be announced via a post on the Plunket Facebook page. Winners will be notified via direct message on Facebook of how to collect their prize.

General Conditions

11. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
12. If for any reason a winner does not take or redeem a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

13. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
14. Entrants consent to the Promoter and/or Plunket using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter and/or Plunket.
15. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
16. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
17. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
18. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws** in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any

variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.



20. The laws of New Zealand apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of New Zealand.