

GymSports New Zealand and Waitoa Free Range Chicken Summer Gymnastics Photo/Video Competition March 2017.

Terms & Conditions

1. The Promoter

1.1 The promoter is: GymSports New Zealand (GymSports NZ)

Physical Address: Level 2, 6 Arawa Street, Grafton, Auckland

Postal: P.O Box 9485, Newmarket, Auckland, New Zealand.

2. The competition

2.1 The title of the competition is the Waitoa Free Range Chicken Summer Gymnastics Photo/Video Competition March 2017.

2.2 Entrants must submit a photo or video entry of a gymnastics (aerobics, artistic, rhythmic or trampoline) activity outdoors during the New Zealand summer and share their photo with GymSports NZ on social media.

3. How to Enter

3.1. The competition will run from 00:01 Friday 3 March 2017 (the "Opening Date") to 23:59 Monday 20 March 2017 (the "Closing Date").

3.2. All competition entries must be received by GymSports NZ by no later than 23:59 on the Closing Date. Any competition entries received after the Closing Date will not be considered.

3.3. To enter the competition, you must:

(a) take a photo or video, or use one that has already been taken, of a gymnastics activity happening outside during the New Zealand summer;

(b) follow @gymsportsnz and upload your photo on to any of the following social media platforms:

(i) Instagram; or

(ii) Facebook;

(c) use the hashtag "#waitoasummerym";

(d) describe in the image caption

(i) who is in the photo; and

(ii) which GymSports NZ member club they represent.

3.4 All competition entries must be publically visible on Instagram or Facebook using the hashtag "#waitoasummergym".

3.5 Participation in the competition can only take place online using a registered Facebook or Instagram account. No applications to enter made in any other manner will be accepted.

3.6 If your photograph and / or video contains an image of a person under the age of 13, you must be the parent or legal guardian of that person.

3.7 GymSports NZ will not accept responsibility for competition entries that are lost, mislaid, damaged or delayed, regardless of cause, including, for example, as a result of equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

3.8 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

3.9 The competition entries will be judged by a panel of three judges based on their interpretation of the image that best portrays gymnastic sports and the New Zealand summer. Five winners will be selected. GymSports NZ reserves the right to amend the criteria used to judge entries.

3.10 By entering the competition, you hereby warrant that all information submitted by you in your entry is true, accurate and complete in every respect. GymSports NZ reserves the right to verify any information contained in your entry and/or your eligibility to enter the competition.

3.11 Entrants shall not submit any photos that use any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing any brand sponsorship, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights).

3.12 GymSports NZ reserve the right in its absolute discretion to disqualify any entrant if it has reasonable grounds to believe that an entrant has breached any of these terms and conditions, any applicable law (including copyright law) or has otherwise infringed the intellectual property of any other person. Each entrant acknowledges and agrees that any failure to comply with these terms and conditions could lead to GymSports NZ disqualifying that person, without GymSports NZ giving any reason for such disqualification or granting any opportunity for challenge.

3.13 In the event that any of the prize-winners are disqualified from the competition, GymSports NZ will select an alternative prize-winner in the same manner as the original prize-winner and such selection will be subject to these terms and conditions.

4. Eligibility

4.1 The competition is only open to all residents who are members of a Club that is affiliated to GymSports NZ.

4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. GymSports NZ may require you to provide proof that you are eligible to enter the competition.

4.3 GymSports NZ will not accept competition entries that are:

(a) not members of a GymSports NZ affiliated club (athlete, administrator, coach, judge, parent, volunteer)

(b) illegible, have been altered, reconstructed, forged or tampered with;
or

(c) incomplete.

4.4 There is no limit on the amount of entries that each club or the club members can submit. Multiple entries do not mean multiple winners at the club, the five prizes will be allocated to five different clubs.

4.5 GymSports NZ reserves all rights to disqualify entries if they deem their conduct is contrary to the spirit or intention of the competition.

5. The prize

5.1 The prize is one Waitoa Free Range Chicken fundraising meat packs containing Waitoa Free Range Chicken products to the value of approximately \$200.00. There are five prizes in total. The prize must be used for fundraising purposes by the winning club.

5.2 The prize is supplied by Waitoa Free Range Chicken. GymSports NZ reserve the right to replace the prize with an alternative prize of equal or greater value if circumstances beyond GymSports NZ's control make it necessary to do so.

5.3 There is no cash alternative for the prize. The prize is not negotiable or transferable.

5.4 In order to claim the prize you must comply with condition 6.

6. Winner announcement

6.1 The winner of the competition will be announced by GymSports NZ on or before Monday 27 March 2017 (Announcement Date) on the following platforms:

(i) Instagram (<https://www.instagram.com/gymsportsnz/>);

(ii) Facebook (<https://www.facebook.com/gymsportsnz>); and

(iii) GymSports NZ website (www.gymsportsnz.com).

(iv) Waitoa Free Range Chicken Website
(www.waitoafreerange.co.nz)

6.2 The decision of the judges nominated by GymSports NZ is final and no correspondence or discussion will be entered into.

6.3 GymSports NZ will contact the winner personally as soon as practicable after the Announcement Date, with a direct message sent to the winning account.

7. Claiming the prize

7.1 If you are the winner of the prize, you will have 21 days from the Announcement Date to claim the prize by replying to the direct message sent to you by GymSports NZ in accordance with condition 6.3. In your reply you must tell us your contact details, including your name, the GymSports NZ affiliated club you represent, telephone number and email address. If you do not claim the prize by this date, your claim will become invalid.

7.2 The prize may not be claimed by a third party on your behalf.

7.3 GymSports NZ will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 21 days of the Announcement Date, GymSports NZ reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received.

7.4 GymSports NZ does not accept any responsibility if you are not able to take up the prize.

7.5 GymSports NZ and the winning affiliated club will finalise a date for the club to receive their Waitoa Free Range Chicken fundraising meat pack.

7.6 The club will be required to submit a report to GymSports NZ following the receipt of their Waitoa Free Range Chicken Fundraising meat pack. The report should include details of the use of the fundraising meat pack, the amount that was raised for the club and some photographs and or video of the fundraising activity. The club's relationship manager will help to club through this process where possible.

8. Limitation of liability

Insofar as is permitted by law, GymSports NZ, Waitoa Free Range Chicken or its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, disappointment, personal injury or death occurring as a result of any entrant entering this competition, taking up the prize, or as a result of any entrant

winning or not winning any prize, except where it is caused by the negligence of GymSports NZ, Waitoa Free Range Chicken or its agents or distributors or that of their employees. Your statutory rights are not affected.

9. Ownership of competition entries and intellectual property rights

9.1 You agree that GymSports NZ and Waitoa Free Range Chicken (and any third party authorised by GymSports NZ) may use your entry (whether or not it wins the competition) for any promotional purpose (for example, placing it on the GymSports NZ or Waitoa Free Range Chicken website or on any poster, leaflet or other promotional and / or advertising media). You confirm that your entry is original that you own and have the right to license to GymSports NZ and Waitoa Free Range Chicken the copyright and other intellectual property rights in the entry for the purposes referred to in these terms and conditions, but you give GymSports NZ and Waitoa Free Range Chicken (and any third party authorised by GymSports NZ) your irrevocable permission to use, reproduce, publish, display, transmit, copy, amend or store your entry worldwide for promotional purposes and for the purposes of the competition.

9.2 By submitting your competition entry and any accompanying material, you agree to:

(a) assign to GymSports NZ all your intellectual property rights with full title guarantee.

10. Data protection and publicity

10.1 If you are the winner of the competition, you agree that GymSports NZ and Waitoa Free Range Chicken may use your name, social media account name, your image (photograph and / or video), identify the GymSports NZ affiliated club that you are a member of, and your town or county of residence to announce the winner of this competition and for any other reasonable and related promotional purposes.

10.2 You further agree to participate in any reasonable publicity required by GymSports NZ.

10.3 If your photograph and / or video contains an image of a person under the age of 13, you hereby give permission, in your capacity as the child's parent or legal guardian, for GymSports NZ and Waitoa Free Range Chicken to use the image for publicity, marketing, and advertising strictly in relation to the competition. You may cancel this permission at any time by writing to GymSports NZ at the address in Condition 1, and GymSports NZ will take all reasonable steps to ensure that the photograph and / or video is withdrawn from future use.

10.4 By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by GymSports NZ.

11. General

11.1 If there is any reason to believe that there has been a breach of these terms and conditions, GymSports NZ may, at its sole discretion, reserve the right to exclude you from participating in the competition.

11.2 In the event of any dispute regarding these terms and conditions, the conduct or results of the competition, or any other matter relating to a competition, the decision of GymSports NZ shall be final and unchallengeable and no correspondence or discussion shall be entered into, comment issued, or reason given in respect of any decision made by GymSports NZ.

11.3 GymSports NZ reserves the right to hold void, suspend, cancel, or amend all or any part of the competition where it becomes necessary to do so. Any changes to these terms and conditions, or cancellation of the competition, will be posted on the GymSports NZ website. It is the responsibility of entrants to keep themselves informed as to any changes to the terms and conditions.

11.4 This competition is no way sponsored, endorsed or administered by Instagram or Facebook.

11.5 These terms and conditions and any dispute arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) shall be governed by New Zealand law, and the parties submit to the exclusive jurisdiction of the courts of New Zealand.

11.6 A copy of these terms and conditions may be obtained by sending a stamped addressed envelope to: GymSports NZ, P.O Box 9485, Newmarket, Auckland, New Zealand.