

## **GOfuel and Gymnastics New Zealand Fuel Voucher Giveaway March 2019.**

### Terms & Conditions

#### 1. The Promoter

1.1 The promoter is GymSports New Zealand Incorporated trading as Gymnastics New Zealand (Gymnastics 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 GOfuel Fuel Voucher Giveaway March 2019.

#### 3. How to Enter

3.1. The competition will run from 00:01 Monday 4 March 2019 (the "Opening Date") to 23:59 Sunday 31 March 2019 (the "Closing Date").

3.2. All competition entries must be received by Gymnastics 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) be a current member of Gymnastics NZ; and

(b) have had a GOfuel card application approved between 1 October 2018 and 3 March 2019 OR submitted an application for a GOfuel card between 4 March and 31 March 2019; and

(c) have the Gymnastics NZ app downloaded on at least one device.

3.4 Participation in the competition can only take place through the Gymnastics NZ app.

3.5 Gymnastics 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.

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

3.7 The competition winner will be selected at random by Gymnastics NZ.

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

3.9 Gymnastics 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 Gymnastics NZ disqualifying that person, without Gymnastics NZ giving any reason for such disqualification or granting any opportunity for challenge.

3.10 In the event that any of the prize-winners are disqualified from the competition, Gymnastics 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 current members of Gymnastics NZ.

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

4.3 Gymnastics NZ will not accept competition entries that are:

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

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

(c) incomplete.

4.4 One entry per GOfuel card will be submitted into the draw.

4.5 Gymnastics 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 \$200 GOfuel fuel voucher. There are two prizes in total.

5.2 The prize is supplied by GOfuel . Gymnastics NZ reserve the right to replace the prize with an alternative prize of equal or greater value if circumstances beyond Gymnastics 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/s of the competition will be announced by Gymnastics NZ on or before Thursday 11 April 2019 (Announcement Date) on the following platforms:

- (i) Facebook (<https://www.facebook.com/Gymnasticsnz>); and
- (ii) Gymnastics NZ app; and
- (iii) Gymnastics NZ website ([www.Gymnasticsnz.com](http://www.Gymnasticsnz.com)); and
- (iv) any other platforms that Gymnastics NZ should choose.

6.2 The decision of Gymnastics NZ is final and no correspondence or discussion will be entered into.

6.3 Gymnastics NZ will contact the winner personally as soon as practicable after the Announcement Date.

## 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 Gymnastics NZ in accordance with condition 6.3. In your reply you must tell us your contact details, including your name, the Gymnastics 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 Gymnastics 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, Gymnastics NZ reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received.

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

7.5 The winners agree to provide a photo of themselves with their GOfuel card or at a GOfuel pump to Gymnastics NZ for promotional use. The winners agree that this can also be shared with GOfuel for promotional use also.

## 8. Limitation of liability

Insofar as is permitted by law, Gymnastics NZ, GOfuel 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 Gymnastics NZ, GOfuel or its agents or distributors or that of their employees. Your statutory rights are not affected.

## 9. Data protection and publicity

9.1 If you are the winner of the competition, you agree that Gymnastics NZ and GOfuel may use your name, social media account name, your image (photograph and / or video), identify the Gymnastics 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.

9.2 You further agree to participate in any reasonable publicity required by Gymnastics NZ.

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

## 10. General

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

10.2 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 Gymnastics 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 Gymnastics NZ.

10.3 Gymnastics 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 Gymnastics NZ website. It is the responsibility of entrants to keep themselves informed as to any changes to the terms and conditions.

10.4 This competition is no way sponsored, endorsed or administered by any social media platforms including but not limited to Instagram or Facebook or Twitter.

10.5 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.