



HURRICANES HEALTH CHALLENGE

TERMS AND CONDITIONS OF ENTRY

1. These Terms and Conditions of Entry relate to the *Hurricanes Health Challenge competition*. By entering the competition, you agree to these Terms and Conditions. Please do not enter if you do not wish to be bound by these Terms and Conditions.

COMPETITION PERIOD

2. The competition starts on 10 March 2023 and ends 4 June 2023. No entries will be accepted after 4 June 2023.

DEFINITIONS

3. In these Terms and Conditions:

Draw(s) means the Prize draw(s) for the promotion(s) currently running which are offered by the Promoter and which participants will automatically be entered into when tagging the Stroke Foundation of New Zealand (SFNZ) in their Hurricanes Health Challenge Instagram story. Cut-off for entries is midnight on Sunday before the week of the next home game.

Participant means a person who enters the competition.

Prize means a prize awarded to a participant as an outcome of a Draw.

Competition means the Hurricanes Health Challenge competition in which participants upload a video of themselves doing the challenge to their Instagram story and tag SFNZ and, at the discretion of the Promoter, be in to win a prize.

Competition Website means the website at www.stroke.org.nz.

Promoter is Stroke Foundation of New Zealand, 95-99 Molesworth Street, Thorndon Rise Building Level 1, Thorndon, Wellington 6011 (the **Promoter**).

WHO CAN ENTER THE COMPETITION

4. The Promotion is open to residents of New Zealand only who are 15 years of age or older, excluding employees of the Promoter and their immediate families.

6. The competition is only for personal and consumer use and Entries cannot be used for any business transaction or purpose.

HOW TO TAKE PART

7. Film yourself or a friend doing the Hurricanes Health Challenge via Instagram, upload the video to your story and tag @strokefoundationnz.

13. A participant is responsible for ensuring that they can be contacted via Instagram message should they win the prize.

14. The Promoter makes no warranty that access to the competition will be uninterrupted or error-free and will have no liability for any failure to access.

PRIZES

40. Prizes are personal and non-transferable. A family pass includes tickets for two adults and two children to the next Hurricanes home game.

41. Prizes will be sent to the winner via email address provided via Instagram message in the week of the upcoming Hurricanes home game. Should contact not able to be made 48 hours after the draw a second draw will be made.

COMMUNICATING WITH PARTICIPANTS

42. By taking part in the competition, the participant agrees to provide up-to-date and accurate information to the Promoter for the purposes of administering the competition at all times.

43. A participant agrees to allow the Promoter to communicate with him/her via Instagram message and email. The Promoter will always use this communication method responsibly under the terms of the Privacy Act 1993. Members preferring not to receive such communication can inform SFNZ of their communication preferences to opt-out of receiving such communication from the Promoter.



45. A participant agrees to allow the Promoter to pass on relevant details to Prize Providers only for the fulfilment of Prizes after each draw

GENERAL

51. The Promoter reserves the right to amend these Terms and Conditions at any time upon reasonable notice. Any amendment will be posted on the competition Website. Any amendment to these Terms and Conditions will take effect immediately. A participant's non-cancellation or continued use of the competition after changes have been made will be deemed acceptance of the modified Terms and Conditions.

52. A participant agrees to indemnify and hold the Promoter, its affiliates, officers, and employees harmless from any claim, demand, expense, or damage, (including reasonable legal fees) relating to a participant's breach of these Terms and Conditions including the posting of any material on any of the Promoter's websites.

53. Without limiting clause 51, the Promoter reserves the right at any time, and from time to time, providing as much notice as reasonably possible, to:

- a. amend or close a Draw;
- b. change or remove a Prize provided that an alternative Prize of similar value is offered;
- c. change Prize Providers.

54. Except for any liability that cannot be excluded by law, including, but not limited to the New Zealand Consumer Guarantees Act 1993, the Promoter expressly disclaims any responsibility and each Participant agrees to release and hold the Promoter (and its directors, employees, parent companies, agents, marketing partners and affiliates) not liable for any and all losses, damages, rights, claims and actions of any kind in connection with the Programme and/or a Prize or Reward or resulting from the delivery, acceptance and/or subsequent use of a Prize or Reward, including personal injury, death and property damage, and claims based on publicity rights, defamation or invasion of privacy.

55. Without limiting the foregoing, the Promoter assumes no responsibility for, and the Participant release the Promoter from, any loss, claim, damage or injury to person or property if, for any reason beyond the Promoter's reasonable control (e.g. due to computer viruses, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures etc.) this competition is not able to be conducted as planned and/or the competition's administration, security, fairness or integrity are corrupted or affected. Further, in such circumstances, the Promoter remove any entries of any individual in any way involved in interfering or tampering with the conduct of the competition or abusing the communication system upon which the competition is being conducted.

56. Any dispute under the Competition will be resolved by the Promoter.

57. These Terms and Conditions are subject to the laws and jurisdiction of New Zealand. The Promoter's failure to enforce strict performance of any provision of these Terms and Conditions will not constitute a waiver of the Promoter's right to subsequently enforce such provision or any other provision of these Terms and Conditions.

58. The Promoter reserves the right, in its sole discretion, to cancel or suspend the competition should bugs, viruses, unauthorised human intervention, or any other cause beyond the control of the Promoter (in its sole opinion) corrupt the administration, security, fairness, integrity or proper operation of the Programme or the Draws, or for any other reason at the sole discretion of the Promoter.

59. Details from the competition will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties for the purpose of processing and conducting the competition), Prize delivery and for publicity purposes surrounding this competition. By entering the competition you consent to the use of your information as described. The Promoter's privacy policy is available by visiting <https://www.stroke.org.nz/privacy> and you can contact the Privacy Officer at strokenz@stroke.org.nz.

60. The Promoter will use your personal details for marketing purposes outside those described above.

61. For any queries about the competition please email marketing@stroke.org.nz.

62. Members acknowledge that the competition is not sponsored, endorsed, administered by, or associated with Instagram and that Instagram has no liability to anyone in relation to the competition. Participants agree to fully release Instagram from any and all liability in relation to their participation in this competition. All information participants provide in connection with this competition is to the Promoter and not to Instagram.