

Get Spotted 2023 Promotion

Terms and Conditions

1. The Get Spotted 2023 Promotion (Promotion) is promoted by Melanoma New Zealand (Promoter), Level 1, 69 St Georges Bay Rd, Parnell, Auckland.

2. Information on how to enter the Promotion and the Prize on offer form part of these Terms and Conditions, which set out the requirements for the Promotion. Any entry not complying with these Terms and Conditions is invalid. Participation in this Promotion is deemed acceptance of these Terms and Conditions. Winning the Prize is contingent upon fulfilling all of the requirements set forth in these Terms and Conditions.

3. Entry is open to all New Zealand registered kindergartens, pre-schools, primary schools and secondary schools that meet the eligibility requirements and comply with the entry instructions described in these Terms and Conditions (the Participant/s).

4. Employees of the Promoter (including its related affiliates), agencies and suppliers and their immediate families are ineligible to enter.

PROMOTION DATES

5. The promotional period starts at 12:01am on 16 October and closes at 11:59pm on 22 October 2023 (Promotional Period).

6. No entries will be accepted outside of the Promotional Period.

HOW TO ENTER

7. To be eligible to enter, Participants must:

(a) register their details at <https://www.melanoma.org.nz/getspottedschool> by completing the school registration form online; and

(b) during the Promotional Period, upload photos or videos to social media of school undertaking their 'Get Spotted' activities that raise awareness of melanoma and tag @Melanoma New Zealand with hashtags #GetSpotted #MelanomaNewZealand or alternatively email your photos or videos to: admin@melanoma.org.nz.

(Eligible Entry/Entries)

(c) Multiple entries per Participant are permitted. One original photo or video per entry. A particular photo or video can only be submitted once.

(d) Photos and videos submitted under 7

(b) above must be original footage of activities undertaken by the Participant. Participants confirm that they have the permission of any/every person shown in the photo or video, for the photo or video to be submitted and published by the Promoter in accordance with these Terms and Conditions.

PRIZE

8. There is one (1) Prize to be won.

9. The Prize consists of: One (1) Lidgard Shades (Lidgard) Fully installed 49 m2 Shade Sail including Four Steel post's, worth an estimated retail value of NZ\$20,000.00 + GST. The Prize includes installation of the shade sail by Lidgard. The Winner is able to select their choice of colour from the range provided by Lidgard. Installation is subject to Lidgard's terms and conditions, which will be provided to the Winner. Lidgard's terms and conditions are available here. Please note that installation can be dependent on soil/ground conditions, as outlined in Lidgard's terms and conditions. Installation of the Prize is to be completed within six months from the Judging date.

10. The Prize is not transferable, exchangeable, or redeemable for cash. The Winner accepts the Prize 'as is' and acknowledges that the Promoter accepts no responsibility for any variation in the value of the Prize for reasons beyond the Promoter's control. There will be no compensation in the event that the Winner is unable to use all or part of the Prize for reasons beyond the Promoter's reasonable control.

PRIZE JUDGING

11. Eligible Entries will be judged by the Promoter with the assistance of a panel of judges selected by the Promoter in its sole discretion (Judging). Entries will be judged on the following criteria:

(a) Entry's originality and creativity; and

(b) Entry's fit with the Promoter's mission and philosophy.

12. The Judging will take place on 1 November at 3:00pm (local New Zealand time) at the Promoter's premises at Level 1, 69 St Georges Bay Rd, Parnell, Auckland.

13. The Eligible Entry selected by the Promoter in consultation with the judges will be the winner of the Promotion (Winner).

14. The Winner will be notified within 48 hours of the Judging by telephone or email using the contact details provided as part of their entry. A consultation will be organised between the Winner and Lidgard Shades to arrange for installation of the Prize.

15. If the Winner cannot be contacted by the Promoter using the contact details supplied by the Winner on the school registration form after three (3) consecutive attempts by the Promoter, or is not able to satisfy these Terms and Conditions, or forfeits or fails to claim the Prize by contacting the Promoter as requested by email or phone by 5:00pm on 15 November 2023, they will be deemed to have forfeited their entitlement to the Prize.

16. In the event that the Winner forfeits the prize, an alternative Winner will be selected by the Promoter in consultation with the judges on 16 November 2023.

PRIVACY

17. Information collected pursuant to the Promotion from Participants will be handled in accordance with the Privacy Act 1993 and will be subject to the Promoter's Privacy Policy available at <https://www.melanoma.org.nz/terms-of-service?rq=privacy>. All Participants' details will be collected and held by the Promoter only for the purposes of this Promotion (which may include disclosure to third parties for the purposes of processing and conducting the Promotion). By entering the Promotion, Participants consent to the use of their information as described.

18. Any personal information collected will be held and stored by the Promoter. You can access, and request correction of, your personal information held by the Promoter by contacting Alessandra Francoia at admin@melanoma.org.nz.

GENERAL

19. The Promoter will use its best endeavours to provide the Prize listed. If the Prize is unavailable for reasons beyond the Promoter's reasonable control, the Promoter reserves the right to substitute that Prize for a prize of an equivalent value.

20. By entering the Promotion, unless otherwise advised, the Winner agrees to their name, town and an image being published by the Promoter and Shade Systems in any media or publicity in relation to the Promotion, without additional compensation.

21. By participating in the Promotion, the Participant warrants that their entry is original and does not infringe on the intellectual property rights of any third parties. The Participant assigns all rights, title and interest to their entry to the Promoter without compensation. The Promoter may, if required, request that a Participant complete any documentation necessary to give effect to this assignment of right, title and interest.

22. The Promoter and its related affiliates, employees and agencies shall not be liable for any loss or damage whatsoever which is suffered by any person in connection with this Promotion, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the Prize, except for any liability which cannot be excluded by law.

23. Any costs associated with entering the Promotion or associated with the use of the Prize are the responsibility of the Participants.

24. For the avoidance of doubt, nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees under the Consumer Guarantees Act 1993.

25. Printing and other quality control errors will not invalidate an otherwise valid Prize claim. Entries and claims are void if they are stolen, forged, mutilated or tampered with in any way.

26. The Promoter may require the Participant to provide proof of school registration. If any entry cannot be verified to the Promoter's satisfaction, the entry may be declared invalid.

27. The Promoter reserves the right to verify the validity of entries and may in its sole discretion disqualify any entry or refuse to award the Prize to Participant who in its opinion has tampered with the entry process, has not complied with these Terms and Conditions, has gained any unfair advantage or has won by fraudulent means.

28. The Promoter and any other agencies associated with this Promotion will not be responsible for any late, lost or misdirected entries, including but not limited to entries not received due to technical problems. Entries are deemed to be received at time of receipt by the Promoter's database and not at the time of transmission by the Participant. Records of the Promoter are final and conclusive as to the time of receipt.

29. If for any reason beyond the Promoter's reasonable control this Promotion is not capable of running as planned, for reasons including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion.

30. Any cancellation, termination, modification or suspension of the Promotion will be notified on the Promoter's website: www.melanoma.org.nz

31. The Promoter accepts no responsibility for any tax implications that may arise from the winning of the Prize winnings or the use of the Prize. It is the responsibility of each Participant to seek independent advice on the possible implications this may have on their own financial situation.

32. If all or any part of any term or condition contained in these Terms and Conditions shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these Terms and Conditions to the extent of the unenforceability, invalidity or illegality and the other Terms and Conditions hereof shall remain in full force and effect as if the offending term or provision (or part thereof) had not been inserted herein.

33. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every person who enters, and no correspondence will be entered into.

34. By entering this Promotion, Participants agree to release Facebook of any liability or obligation related to the Entry and Participants acknowledge this Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

35. This Promotion is governed by the laws of New Zealand. The courts of New Zealand shall have exclusive jurisdiction to hear and determine any disputes that may arise in relation to this competition. Participants agree to submit to the jurisdiction of the courts in New Zealand.