

Ryman Healthcare Win the Ultimate Ballet Experience Competition Terms and Conditions – New Zealand

By entering this Promotion, you (**Entrant**) acknowledge and accept the following terms and conditions, as well as the Promoter's general conditions of entry, as amended from time to time.

1. Promotion	<u>Win the Ultimate Ballet Experience Competition Terms</u>
2. Promoter	Ryman Healthcare Ltd of 92D Russley Road, Russley, Christchurch, New Zealand.
3. Promotional Period	Open Date: Sunday 13 October 2019 at 12:00am Close Date: Tuesday 22 October 2019 at 11:59pm
4. Entry Restrictions	<p>a. Entrants must be:</p> <ol style="list-style-type: none"> i. at least 18 years of age; and ii. residents of New Zealand. <p>b. Entrant must be residing in New Zealand at the time of entry.</p> <p>c. Entrants must not be the employees (or the immediate family members of employees) of the Promoter and its related entities (including employees at the Promoter's retirement villages, offices or construction sites).</p> <p>d. Entrants must not be the employees (or the immediate family members of employees) of The Royal New Zealand Ballet.</p>
5. Entry Procedure	To enter the Promotion, Entrants must, during the Promotional Period, visit https://www.rymanhealthcare.co.nz/hansel-and-gretel-competition and complete the online form, including the Entrant's full name, residential address, telephone number and valid email address and agree to the terms and conditions (Entry).
6. Selection process	The winning Entry (Winner) will be randomly selected by the Promoter.
7. Maximum Entries	Maximum of one Entry per Entrant.
8. Prize Selection Time and Location	<p>a. Prize Selection Dates: Wednesday 23 October 2019 – Thursday 24 October 2019.</p> <p>b. Location: 92D Russley Road, Russley, Christchurch, New Zealand.</p>
9. Prize Provider	Ryman Healthcare Ltd of 92D Russley Road, Russley, Christchurch, New Zealand.
10. Prize	<p>a. Number of Prizes: 1</p> <p>b. Prize description:</p> <ul style="list-style-type: none"> • Return flights for two to Wellington • One night's accommodation and breakfast for two at QT Hotel Wellington • Ballet inspired High Tea at Hippopotamus Restaurant • Two tickets to the World Premiere of Hensel & Gretel, opening night Wednesday 6 November 2019 • Pink carpet experience • Backstage tour post show • Meet a dancer post show • Ballet Goody bag (sent prior with tickets) • Programme • A voucher for two drinks <p>Total Prize Pool: \$1,800.00 inc GST</p>
11. Prize Restrictions	<p>a. The Winner's details may be provided to the supplier of any part of the Prize for the purposes of prize fulfilment.</p> <p>b. Accommodation in a shared room, breakfast, high tea and Ballet tickets only applies to the night of Wednesday 6 November 2019. Flights can be applied for days either side of 6 November 2019 with the consent of the Promoter.</p> <p>c. Flights are from any domestic airport in New Zealand with Air New Zealand.</p> <p>d. The Prize or any element of the Prize cannot be transferred or exchanged for cash.</p>
12. Notification of Winner	<p>a. The Winner will receive notification on Friday 25 October 2019 by phone or email, using the contact information provided at the time of entry.</p> <p>b. If contact is not returned within three working days of being contacted, the winner will forfeit the prize with no right of compensation and the prize will be redrawn at the Promoter sole discretion.</p> <p>c. Once the Winner has been notified, the Winner's first name, last name may be published publicly, including at the following locations:</p> <ul style="list-style-type: none"> • www.facebook.com/rymanhealthcare/ • www.rymanhealthcare.co.nz <p>d. Once the winner has been notified, an announcement email will be sent to all entrants with the winner's first name and last name</p>
13. General Conditions	<p>a. By entering the Promotion, the Entrant accepts and agrees:</p> <ol style="list-style-type: none"> i. to these terms and conditions; and ii. to the Promoter's Privacy Policy, available on the Promoter's website, and each of which may be amended from time to time by the Promoter. <p>b. Participants consent to their personal information (as that term is defined in the <i>Privacy Act 1993</i>) being used for direct marketing by the Promoter and Prize Provider, distribution by the Promoter and uses approved in the Promoter's Privacy Policy.</p> <p>c. Throughout the Promotional Period the Promoter may contact Entrants to interact with the Promoter, online and via social media in relation to the Promotion.</p> <p>d. The Winner's information (including personal information) may be passed on to a third party involved in the Promotion, for the purpose of coordinating the Prize.</p> <p>e. Entrants may be required by the Promoter and Prize Provider to participate in photo, recording, video and/or film session(s) and acknowledge that they assign, by way of present assignment of future copyright, the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner the Promoter sees fit.</p>

- f. The Promoter and Prize Provider have the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of Entrants for any promotion or matter incidental to the Promotion.
- g. Entrants warrant that all information provided in their Entry is correct for the purpose of the Promotion and, if the Entry contains any information about or in relation to a third party, the Entrant has obtained consent from that third party to provide their information to the Promoter.
- h. Entrants warrant that the content of the Entry is their own intellectual property and does not infringe copyright, trademark or other legal rights of any person and by entering this Promotion, Entrants hereby assign, transfer and convey all current and future intellectual property rights, title and interest in their Entry, excluding the Entrants' personal details, to the Promoter and agree to do all things reasonably necessary to give effect to such ownership and assignment (including but not limited to the signing of documents). Entrants will not be compensated for this assignment.
- i. Entries containing offensive or defamatory comments, or which breach any law or infringe any third-party's rights, including intellectual property rights, are not eligible to win the Promotion.
- j. The Promoter may require the Winner to produce documentation to establish, to the Promoter's reasonable satisfaction, the validity of the Entry (including documentation establishing the Winner's identity, place of residence and place of employment). The Promoter and its representatives may conduct security and verification checks in their absolute discretion to determine the Entrant's eligibility to enter the Promotion and claim the prize.
- k. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion, or claim the Prize.
- l. The Promoter is not responsible for any problems, congestion or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems, telecommunications congestion or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing Entrants from successfully participating in the Promotion.
- m. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- n. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
- o. The Prize will be awarded as specified in the Prize details. If any element of the Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of equal or higher value. The Prize is subject to any Prize Restrictions specified above. All Prize values stated are the recommended retail value as provided by the supplier, are in New Zealand dollars and are correct at the time of preparation of these terms and conditions.
- p. The Prize and all parts of the Prize are subject to availability, are non-transferable and non-exchangeable, must be used on or by any dates specified in these terms and conditions and as stipulated and are not redeemable for cash.
- q. Unless otherwise stipulated in these terms and conditions, if the Winner is unable to use the Prize on the date specified, the Winner will forfeit the Prize.
- r. The Promoter and Prize Provider will not be responsible or liable if, for any reason beyond their reasonable control, any element of any Prize is not provided. The Promoter will not be liable for any damage to or delay in transit of Prizes, or for any compensation in relation to those Prizes.
- s. The Winner has rights under the *Consumer Guarantees Act 1993* and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with reasonable skill and care and that any goods will be of acceptable quality. These terms and conditions do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than as provided by the *Consumer Guarantees Act 1993*, regarding the quality and suitability of the Prize awarded under these terms and conditions and will not be responsible for any breach of any such implied terms.
- t. The Promoter and Prize Provider and its related entities and representatives associated with this Promotion, will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- u. The Entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize, for which the Promoter accepts no responsibility. If the Prize involves travel, stunts or challenges, the Promoter may at its discretion, require the participants to:
 - i. Submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and redeem the Prize; and
 - ii. Execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and redeem the Prize.
- v. The Promoter and Prize Provider accept no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought by the Winner. The Promoter takes no responsibility for variations in the Prize value.
- w. If the Prize involves travel, any responsibility for travel requirements, such as passports, vaccinations, travel insurance and any incidentals relating to travel are the responsibility of the Winner.
- x. You must not, in connection with this Promotion:
 - i. tamper with the entry process;
 - ii. engage in any conduct that may jeopardise the fair and proper conduct of a competition;
 - iii. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - iv. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with a competition;
 - v. breach any law; or
 - vi. behave in a way that is otherwise inappropriate.
- y. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.