

Penguin Naming Competition

SEA LIFE Kelly Tarlton's Aquarium

TERMS AND CONDITIONS

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.

RELATED CONTENT

2. The Penguin Naming Competition is a competition of creativity, and the winner will be selected by the SEA LIFE Kelly Tarlton's Aquarium team, chance plays no part in determining the winners.

3. Entry is open to anyone. However, employees and immediate families of Merlin Entertainments, and their associated agencies and companies connected with this competition are not eligible to enter.

HOW TO ENTER

The competition will be held once:

- Entries will be open from Tuesday, 30th March 2021 from 1:00pm
- Entries will close on Monday, 5th April 2021 at 11:59pm
- SEA LIFE Kelly Tarlton's Aquarium will select the winner. The winner will be notified by Merlin Entertainments by Thursday 8th April 2021.

4. To enter, participants must fill out the entry form on at <https://www.visitsealife.com/auckland/information/news/penguin-chick-naming-competition/> and tell SEA LIFE Kelly Tarlton's in 25 words or less what name they would give the penguin chick and why.

5. By submitting content, a user thereby accepts the terms and conditions laid out within this document.

6. Incomprehensible entries will be deemed invalid.

7. Entrants in the competition may enter as many times as they like

8. The winner will win:

- TWO Penguin Passport Experience – a VIP penguin experience, going behind the scenes of the penguin exhibit and going on the ice to take photos with the penguins. Note: participants must adhere to Penguin Passport terms and conditions.

9. If the winner is from Auckland or surrounding area, the experience will be arranged at the earliest possible time. If the winner is from outside of Auckland, SEA LIFE team will liaise with the winner to arrangement a suitable time to visit. Note: travel expenses and accommodations are not included.

10. If the winner is under 14 years of age, the prize will be substitute to TWO Family of 4 General Admission Passes, plus a Deluxe Penguin Goodie Bag.

11. The Promoter reserves the right to request winners to provide proof of identity; proof of identification, residency and entry considered suitable for verification is at the discretion of the

Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

12. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions of entry or who has, in the opinion of the Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or the Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

13. The winner/s must also sign a release form at the discretion of the Promoter. The release must be completed with the full name, address and telephone number of the entrant's parent or guardian. Failure to provide such proof, particulars or releases will immediately invalidate the entrant's entitlement to any prize, subject to the legislation.

14. The Promoter accepts no responsibility for any late, lost or misdirected entries including delays in the posting of responses due to technical disruptions, network congestion or for any other reason.

15. The cost of entering the competition will be dependent on the entrant's individual Internet Service Provider.

THE PRIZE

16. There will be one prize winner who will win the following prize:

Prize:

- Penguin Passport Experience for TWO people, going behind the scenes of the penguin exhibit. Photos will be taken on the ice by our team members. Note: participants must adhere to Penguin Passport terms and conditions.
- A personalised photo of the penguin chick as memorabilia

17. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's words, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with The Promoter or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

18. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

19. Each valid entrant will be judged by the SEA LIFE Kelly Tarlton's Aquarium team. The judges will select the winning entry, based on the most creative and/or original, in the context of the competition.

20. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.

21. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result or winning entries.

22. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.

23. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

24. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

25. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

26. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

27. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

28. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion. Information supplied when logging your comment will be used by Merlin Entertainment to contact you in the event your video is selected as part of the shortlist or is the winning entry. No further use of this information will be made without prior consent.

29. The Promoter is Auckland Aquarium Limited (trading as SEA LIFE Kelly Tarlton's Aquarium) 23 Tamaki Drive, Orakei, Auckland. NZBN: 9429032844054

FURTHER TERMS AND CONDITIONS

30. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram/Facebook. Instagram/Facebook membership and the use of Instagram/Facebook generally are subject to the Instagram/Facebook prevailing terms and conditions of use available at www.instagram.com or www.facebook.com. Entrants understand that they are providing their information to the Promoter and not to Instagram/Facebook. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Instagram/Facebook. To the extent permitted by law, each entrant agrees to indemnify,



defend and forever hold harmless, Instagram/Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an entrant in respect of the entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram/Facebook.