

# Mother's Day 2024 Newsletter Sign-up Competition Terms and Conditions

## 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 Mother's Day Newsletter Sign-up Competition is a competition of chance. Merlin Entertainments will select the winners at random.
3. Entry is open to residents of New Zealand only. 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

- Competition opens: 10am on Friday 26 April 2024 Monday
  - Competition closes: 11.59pm on Thursday 2 May 2024 – sign-ups after this date and time will not be counted in the competition.
  - Merlin Entertainments will select the finalist.
  - The finalist will be notified on 3 May 2024 via email.
  - Prizes must be claimed within 48 hours of being contacted, otherwise it is forfeited and will be offered to an alternative winner.
4. To enter, participants need to sign up to a Merlin Entertainments newsletter of (SEA LIFE Kelly Tarlton's Aquarium)
  5. By submitting content, a user thereby accepts the terms and conditions laid out within this document.
  6. One winner will be picked at random.
  7. The prize pool includes the following experience:
    - 1 x Penguin Passport for up to 4 people at SEA LIFE Kelly Tarlton's Aquarium (valued at up to \$880).

Winner of prize, allocated at random.

8. 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.

9. 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.
10. Entrants must have permission from a parent/guardian over the age of 18 to enter.
11. 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.
12. The cost of entering the competition will be dependent on the entrant's individual Internet Service Provider.

## **THE PRIZE**

14. There will be one winner who will win one prize, chosen at random:
  - 1 x Penguin Passport for up to 4 people at SEA LIFE Kelly Tarlton's Aquarium (valued at up to \$880).
15. Prize pool consists only of the elements detailed above; all additional expenses are the sole responsibility of the winner.
16. Prize is non-transferable and cannot be exchanged for an alternative or for cash value.
17. Each experience may carry additional terms and conditions or safety restrictions which must be adhered to. Due to the nature of some of these prizes, this may include restrictions on age, height or physical/medical requirements. Guests must be over the age of 14 years old.
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 Merlin Entertainments team. The judges will select the winning entries and final winner, 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, and delay in operation or transmission; a communication line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve 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 Merlin Entertainments 23 Tamaki Drive, Orakei, Auckland, New Zealand.

## **FURTHER TERMS AND CONDITIONS**

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