

Competition Entry

Terms and Conditions

1. Introduction

- 1.1. By entering any competition with the New Zealand Hemp Industries Association Inc or on www.nzhia.com you acknowledge that you have read and agree to these terms and conditions ("**Terms**").
- 1.2. The Promoter is the New Zealand Hemp Industries Association Inc ("**Promoter**").
- 1.3. These Terms apply to all competitions conducted by the Promoter ("**Promotion**"). Entry into any Promotion is deemed acceptance of these Terms.

2. Eligible entries

- 2.1. The Promotion is open to anyone residing in New Zealand.
- 2.2. Entrants may only enter Promotions once unless otherwise stated and eligible entrants must only enter the Promotion in their own name.
- 2.3. Employees of the Promoter, participating sponsors, advertising agencies or any other company associated with a Promotion and their immediate families (including spouses, grandparents, parents, children, and grandchildren whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension) are not eligible to enter. By entering this Promotion you represent that you are eligible to enter.
- 2.4. Incomplete, illegible, indecipherable or incorrect entries or entries which fail to meet the requirements set out at clauses 3 and 4 are invalid. The Promoter reserves the right to remove any such entries.
- 2.5. If there is a dispute as to the identity of an entrant the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 2.6. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant for tampering with the entry process, or for submitting an entry which is not in accordance with the Promoter's General Terms and Conditions (available at this link [NZHIA Terms & Conditions](#)) or these Terms.

2.7. Entrants must follow the instructions provided in respect of each Promotion. Unless those instructions advise otherwise, liking and sharing a status update on social media will not be considered an eligible entry.

3. Participant Warranties/Representations

3.1. By participating in any Promotion, entrants:

- a. warrant that their entries do not infringe the rights (including intellectual property rights) of any third party;
- b. agree to participate in any editorial activities relating to the Promotion (this may include being interviewed and photographed) without being entitled to any appearance fee;
- c. grant the Promoter permission to use their names, characters, voices and likeness in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use;
- d. agree that all entries become the property of the Promoter on transmission to the Promoter and that entrants do not retain any intellectual property or moral rights in relation to such;
- e. consent to their personal information being held and used by the Promoter for the purpose of the Promotion and for future promotion and marketing purposes and consent to their personal information being passed by the Promoter to any PR agency or sponsor in relation to administration of the relevant Promotion and in line with the Promoter's Privacy Policy (available at this link [NZHIA Privacy Policy](#));
- f. warrant that any personal information provided is valid and up to date (at the time of entry).

4. Entry Requirements

4.1. Entries to Promotions must not:

- a. be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, general, religious, professional or age group, profane or pornographic, contain nudity or any dangerous activity;
- b. promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- c. be obscene or offensive, endorse any form of hate or hate group;
- d. defame, misrepresent or contain disparaging remarks about the Promoter or any sponsor or its services, products, other people, products or companies;

- e. infringe the intellectual property rights of any third party or contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind;
- f. contain materials embodying the names, likeness, photographs, or other indicia identifying the person, living or dead;
- g. communicate messages or images inconsistent with the positive images and/or goodwill to which the Promoter wishes to associate; and
- h. depict, and cannot itself be in, violation of any law.

5. Promoter's Limitation of Liability

- 5.1. The Promoter takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, busy lines, network and/or server technical failure, lost mail, inadvertent disconnection, texts with a misspelt keyword, texts to an incorrect short code, acts of God or otherwise.
- 5.2. If for any reason this Promotion is not capable of running as planned, whether caused by infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the 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 (subject to any written direction given by a relevant Regulatory Authority) to amend, vary, suspend, extend, cancel or discontinue a Promotion at any stage, for any reason.
- 5.3. Where a prize is to be supplied by an entity outside the Promoter's control and that entity fails, for whatever reason, to supply the prize, the Promoter has no responsibility for the provision of the prize or to take legal action to require the prize supplier to provide the prize.
- 5.4. The Promoter shall not be liable for any prize that may be lost, stolen, not delivered, forged, damaged, or tampered with in any way before it reaches the winner.
- 5.5. The Promoter makes no representations or warranties in relation to any prize. The entity supplying the prize shall be solely responsible for representations and warranties in this respect.
- 5.6. The Promoter will not be liable for any loss or damage whatsoever (including associated attorneys' fees) which is suffered, or personal injury which is suffered or sustained, in connection with this Promotion or as a result of accepting or using the prize, except for any liability which cannot be excluded by law.
- 5.7. As a condition of participating in a promotion, the prize winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with a Promotion against all claims, damages, liabilities, costs, and expenses (including

legal fees on a solicitor and client basis) which the winner may incur arising out of their participation in the Promotion and/or participating in a prize, howsoever caused.

6. General Terms

- 6.1. All entries are deemed to be received at the time of receipt by the Promoter, not at the time of transmission by the entrant.
- 6.2. Any Promotion may be altered, suspended or withdrawn at any time without notice.
- 6.3. The draw for the winner of the Promotion will take place five (5) days after the Promotion closes. The draw will be conducted by representatives/judges of the Promoter.
- 6.4. The winner will be notified by the Promoter by email.
- 6.5. Only the person who originally entered the Promotion can be awarded the prize.
- 6.6. The judge's decision is final and no correspondence will be entered into.