



## #cellfie competition

Terms and Conditions October 2019

### Terms and Conditions

1. The Competition is promoted by RE:MOBILE, subgroup of the New Zealand Telecommunications Forum (TCF).
2. A participant in this competition is referred to as 'entrant' or 'you'.
3. This Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook or Twitter.
4. The only eligible social media channels to be used by this competition are Facebook and Instagram referred to here as "social media channels".

### Entry and Eligibility

5. The Competition is open to persons 13 years old or over who reside in New Zealand.
6. Entry into the competition starts Tuesday 1 October 2019 and will close at 11:59pm on Thursday 31 October 2019.
7. Employees or immediate families of New Zealand Telecommunications Forum are not eligible to enter the competition or receive any prize. All employees of members of New Zealand Telecommunications Forum and Sustainable Coastlines are eligible to enter the competition.
8. You may enter the competition only through the posting of an image that meets the image guidelines (below) on Instagram or Facebook. Entry into the competition is automatic upon posting the image with the hashtag on your social media channel.
9. Image guidelines:
  - i. It must be a photo which features a mobile phone that you intend to recycle with RE:MOBILE
  - ii. Tag either RE:MOBILE on either Facebook: @remobilenz, or Instagram: @remobile.nz
  - iii. The post must include the hashtags #cellfie and #recyclewithremobile
  - iv. Only images that are shared on the social media channel will be accepted
  - v. No offensive images will be accepted as entries into the competition
10. Participants can share the same #cellfie across more than one of the social media channels

and each post will give them an extra entry into the prize draw. However, only one #cellfie per person can be posted to each social media channel.

11. If your social media channels are private this may impact our ability to include your post as an entry for the competition.
12. No purchase of products or services is necessary to enter the Competition.
13. TCF (RE:MOBILE) has absolute discretion to accept or reject any entry.
14. Should an entrant upload an image/submission that is deemed inappropriate they shall be automatically removed from this competition. Additional to this, this 'entrant' will be subject to being banned/blocked from the TCF RE:MOBILE) social media channels.
15. TCF (RE:MOBILE) reserves the right to deem whether an image is inappropriate at its absolute discretion.
16. The Competition will run as advertised within the Instagram, Facebook or Twitter applications, and the end date can be changed or updated at the discretion of TCF NZ (RE:MOBILE).
17. By submitting an entry you warrant that you are eligible to enter and consent to the TCF (RE:MOBILE) using your name and entry for the purposes of promotion, marketing and publicity in any and all media, worldwide, for an unlimited period, without notice to the you and without payment of any fee or compensation of any kind.
18. We reserve the right to reject any entry, which is in our opinion, attempting to defraud the Competition.
19. We accept no liability for late, lost, delayed or misdirected entries that are not received for any reason, or any phone, line, network and/or any server technical failure involved in any communication related to the Competition.
20. Entries are deemed to be received at the time the image is published with the hashtags #cellfie and #recyclewithremobile.

#### **Selection of the winners**

21. There are three Samsung s10 mobile phones to be awarded to the winners of the Competition.
22. Two of the competition prize winners will be selected by a game of chance. The two winners will be drawn at random by TCF (RE:MOBILE) on Monday 4 November 2019 and notified via the social media platform that they posted their entry on (Instagram, Facebook or Twitter.)
23. The third prize winner will be selected by RE:MOBILE ambassador Eliza McCartney. Eliza McCartney will choose her favourite eligible entry as a prize winner. The winner will be

notified via the social media channel the winner posted their entry on.

24. TCF (RE:MOBILE) reserves the right to select an alternate winner if they decide at their sole discretion that the winner or his/her entry does not comply with these terms and conditions.
25. The prize winners will be notified via the RE:MOBILE account on the social media platform that they posted their entry on on Monday 4 November 2019.
26. The prize winners will be required to reply to the RE:MOBILE social media account with their contact details to arrange the shipment of the prize to a New Zealand address.
27. Please note, RE:MOBILE does not have a Twitter account, so if a winning entry is made via Twitter the winner will be notified by the TCF Twitter account, @TCFNZ.
28. If we are unable to make satisfactory contact with the prize winners for any reason within five days of the Prize Winner being announced, we reserve the right to re-allocate and re-announce the Prize.

### **Prizes**

29. There are three prizes of a Samsung s10, up to the value of \$1,496 RRP available to be won.
30. The three winners will receive 1 x Samsung s10 delivered to them. Please note, delivery must take place on a weekday as weekend deliveries are not possible.
31. Subject to any changes under "General Conditions" below, the 'Prize' will be as outlined in the competition promotion.
32. It is the prize winner's responsibility to notify any change in email address or phone number by notice in writing to: [remobile@tcf.org.nz](mailto:remobile@tcf.org.nz). We will not be liable for any failure to receive the prize.
33. The prize cannot be exchanged for cash. We reserve the right to provide an alternative prize at our absolute discretion if for any reasons outside of our reasonable control the prize is unable to be supplied.
34. To the fullest extent permitted by law, all express and implied representations and warranties in relation to the Prize are excluded. In particular, TCF (RE:MOBILE) and affiliated companies give no warranty with respect to the quality of the Prize or its suitability or fitness for any purpose.

### **Intellectual Property**

35. Entrants acknowledge that all intellectual property rights in the Competition belong to TCF NZ (RE:MOBILE) and affiliated companies.
36. Each entrant warrants that their entry complies with the terms and conditions of this

Competition, and does not infringe any third party intellectual property rights or any New Zealand law and that the entrant has all necessary right, title and interest to give the license referred to in clause 39.

### **Publicity**

37. By entering the Competition, you consent to the Promotion Sponsor's and its designees use of your Instagram, Facebook or Twitter username, #cellfie photo and caption, for any publicity and advertising purposes, in any and all media, now or hereafter devised, worldwide in perpetuity, without additional notification, permission or compensation, except where prohibited by law.

### **Governing Law**

38. This Competition and these terms and conditions shall be governed by New Zealand law and the courts of New Zealand shall have exclusive jurisdiction to hear and determine all issues and disputes that may arise in relation to this Competition or these terms and conditions.
39. Entrants submit to the jurisdiction of the New Zealand courts and agree that the New Zealand courts are a convenient forum in which to resolve any issue or dispute arising out of or in relation to this Competition.

### **General Conditions**

40. We reserve the right to alter, amend or supplement these terms and conditions from time to time at our absolute discretion. You agree that you will be bound by such changes and that you shall not hold us liable for any losses resulting from any such changes.
41. We alone will be the arbiters of any question of interpretation of these terms and conditions and any aspect of the Competition or its content. Our decision as to any matter arising out of or in connection with this Competition shall be final and conclusive.
42. In the event of any breach of these terms and conditions we reserve the right to refuse entry to the Competition and/or disqualify the entrant in question from any further participation in the Competition, and/or disqualify any entry and our decision is final.
43. If for any reason this Competition is not capable of running as planned, we reserve the right in our sole discretion to discontinue, modify or suspend the Competition.
44. To the fullest extent permitted by law, neither TCF (RE:MOBILE) nor its third party service providers engaged for the purposes of this Competition, will be liable to any person for any liability, loss, expenses or damage howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Competition and/or use or any use or non-use of the Prize, even if the party had advised of the possibility of such damages in advance, and all such liability is expressly excluded.

45. By entering this Competition, you agree to indemnify and hold harmless TCF (RE:MOBILE), Instagram, Facebook or Twitter, and their officers, agents, servants and employees from any and all claims, demands, actions, losses, liabilities and suits arising out of or attributable to your participation in the Competition, including (without limitation) any claim or allegation that your entry infringes a third party's intellectual property rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's confidential information. Any questions, comments or complaints regarding the Competition should be directed to [remobile@tcf.org.nz](mailto:remobile@tcf.org.nz).