

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 or Facebook.

Entry and Eligibility

- 4. The Competition is open to persons 13 years old or over who reside in New Zealand.
- 5. Entry into the competition starts Tuesday 15 October 2019 and will close at 11:59pm on November 30 2019.
- 6. Employees of New Zealand Telecommunications Forum and their immediate families are not eligible to enter the competition or receive any prize. All employees of New Zealand Telecommunications Forum's member organisations and Sustainable Coastlines are eligible to enter the competition.
- 7. You may enter the competition only through completing the RE:MOBILE Quiz on the RE:MOBILE website. Entry into the competition is automatic upon entering your details at the end of the quiz.
- 8. Quiz guidelines:
 - i. Complete all 10 questions
 - ii. Enter your details at the end of the quiz (email address, first name, last name and city/town).
 - iii. You may only enter the competition once.
- 9. No purchase of products or services is necessary to enter the Competition.
- 10. TCF (RE:MOBILE) has absolute discretion to accept or reject any entry.
- 11. TCF (RE:MOBILE) reserves the right to deem whether an entry is inappropriate at its absolute discretion.

- 12. 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.
- 13. We reserve the right to reject any entry, which is in our opinion, attempting to defraud the Competition.
- 14. 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.
- 15. In order you to enter the competition (Quiz: How much do you know about your mobile phone?) to win a Samsung Galaxy S10 mobile phone you will need to provide your name and email address. Your details will be stored for the competition period so that we can contact the winner. After the winner has been contacted, your personal information will be deleted.
- 16. In the event that you are the quiz competition winner we will use the details your provided to contact you to arrange delivery of the prize.

Selection of the winners

- 17. There is one Samsung Galaxy S10 mobile phone to be awarded to the winner of the Competition.
- 18. The competition prize winner will be selected by using a random number generator. The winners will be drawn at random by TCF (RE:MOBILE) on Monday 2 December 2019 and notified via the email they provided.
- 19. 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.
- 20. The prize winner will notified by RE:MOBILE via the email that they provided the TCF on Monday 2 December 2019.
- 21. The prize winners will be required to reply to the RE:MOBILE email with their contact details to arrange the shipment of the prize to a New Zealand address.
- 22. 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 reallocate and re-announce the Prize.

Prizes

23. There is one prize of a Samsung Galaxy S10 mobile phone, up to the value of \$1,496 RRP available to be won.

- 24. The winner will receive one Samsung Galaxy S10 mobile phone delivered to them. Please note, delivery must take place on a weekday as weekend deliveries are not possible.
- 25. Subject to any changes under "General Conditions" below, the 'Prize' will be as outlined in the competition promotion.
- 26. 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. We will not be liable for any failure to receive the prize.
- 27. 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.
- 28. 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

- 29. Entrants acknowledge that all intellectual property rights in the Competition belong to TCF NZ (RE:MOBILE) and affiliated companies.
- 30. 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.

Governing Law

- 31. 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.
- 32. 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

- 33. 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.
- 34. We alone will be the arbiters of any question of interpretation of these terms and RE:MOBILE Quiz Competition Terms & Conditions | 3

- 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.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. By entering this Competition, you agree to indemnify and hold harmless TCF (RE:MOBILE), 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.