



## “Let your light shine” TSB Festival of Lights 2017-2018

### Photo Competition Terms and Conditions

1. Entry to the photo competition (“**the competition**”) constitutes acceptance of these terms and conditions.
  2. The entrant is invited to take a photo of themselves enjoying the TSB Festival of Lights and share the photo on Facebook and/or Instagram using the hashtag #letyourlightshine (“**the Entrant**”). If the hashtag is not attached to the photo, the photo will not be entered into the competition.
  3. The competition opens on 16 December 2017 and closes on 5 February 2018 at 11pm (“**the Promotional Period**”). Photos received after the end of the Promotional Period are ineligible for entry.
  4. The New Plymouth District Council (“**the Promoter**”) will, at the end of each of the seven weeks during the Promotional Period select one photo from all entries received during that week (“**the Photo of the Week**”). The seven selected Photos of the Week will be posted on the TSB Festival of Lights Facebook page on 6 February 2018.
  5. From 10am on 6 February 2018 until 11am on 12 February 2018 the public can vote, through Facebook, for the best photo (“**the Voting Period**”). The winning photo will be the Photo of the Week that generates the largest amount of ‘likes’ and ‘loves’ on Facebook during the Voting Period. In the event of a tie the photo with the greatest number of ‘loves’ will be declared the winning photo.
  6. The prize (“**the Prize**”) is Air New Zealand travel up to the value of \$2,000 (GST inclusive) which must be booked at least 30 days prior to departure and that travel must be completed prior to 1 September 2018 and can only be redeemed in one flight booking.
  7. Employees of the Promoter, TSB, Air New Zealand and the immediate family members of those employees are ineligible to enter.
  8. Each entry, correctly submitted during the Promotional Period, will be entered into the competition.
  9. The Entrant must obtain the written consent of clearly identifiable persons featured in their photo.
  10. The Entrant, under the age of 18 years, must acknowledge that they have their parent/legal guardian's permission to enter the competition and that if their photo is selected as the winning photo their parent/legal guardian will be awarded the Prize. The Entrant's parent/legal guardian will be required to sign acceptance of the terms and conditions of entry prior to claiming the Prize.
  11. The Promoter is not responsible for any technical malfunctions or problems with the internet or network congestion, including any problems with transmission of entries over the internet.
  12. To the fullest extent permitted by law the Promoter will not be liable for any loss or damage whatsoever incurred by the Entrant participating in the competition or accepting the Prize. Nothing
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in these terms and conditions is intended to exclude, restrict or modify the Entrant's rights under the Consumer Guarantees Act 1993.

13. The Entrant agrees that the Promoter, TSB and Air New Zealand may use their name and photo submitted for promotional, media and publicity purposes (including the social media and website pages and other promotional channels of the Promoter, TSB and Air New Zealand) now or in the future whether or not such entry is the winning entry.
14. The Promoter will notify the winning entrant by publishing their entry photo and their name on the TSB Festival of Lights Facebook page on Monday 12 February 2018. The winning entry will also be published on the TSB Festival of Lights website, Instagram and other promotional channels.
15. To claim the Prize, the winning entrant must send a private message to the TSB Festival of Lights Facebook page, and include their email address and daytime contact phone number. The Prize can only be claimed by the winning entrant and their Facebook profile must match the Facebook profile registered. If the winning entrant does not contact the Promoter by 5pm on Friday 16 February 2018 then the Promoter is entitled to offer the Prize to the photo that generated the second highest amount of 'likes' and 'loves'. The Promoters' decision is final and no correspondence will be entered into.
16. Where the Prize is to be supplied by an entity outside the Promoter's control and that entity fails to supply the Prize, the Promoter has no responsibility for the provision of the Prize and is not obliged to provide an alternative prize or take legal action to require the Prize supplier to provide the Prize.
17. The Prize is non-transferable, non-upgradable or redeemable for cash. The winning entrant is responsible for paying all additional costs including seat selection, additional baggage, fare or product buy ups/upgrades, airport taxes, Government charges, and all additional costs associated with the Prize including accommodation, transport, meal costs, spending money, visas, insurance and other incidentals.
18. Travel is on Air New Zealand operated flights only and is subject to availability and is restricted during school and public holiday periods. The Prize is not eligible for any frequent flyer accrual (including Airpoints Dollars/status credits), companion redemption or credit towards tier status. Once issued, the Travel tickets are non-changeable and the conditions and penalties on the ticket apply; any changes to the tickets are at the winner's expense. The Travel will be subject to [Air New Zealand's General Terms and Conditions of carriage](http://www.airnewzealand.co.nz), to view visit [www.airnewzealand.co.nz](http://www.airnewzealand.co.nz).
19. The Promoter reserves the right, at any time, to verify the validity of an entry and the Entrant (including the Entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. The Entrant acknowledges that the competition is not sponsored, endorsed or administered by, or associated with Facebook and release and indemnify Facebook from any and all direct or indirect loss or damage whatsoever as a result of participating in the competition or accepting the Prize except for any liability that cannot be excluded by law.
21. The Promoter may cancel, modify, suspend, or terminate the competition (including without limitation varying the Prize) at any time by notice published on the TSB Festival of Lights website.
22. **Privacy Act 1993:** Subject to the waiver of privacy as evidenced by the entrant's entry the Promoter, when collecting personal information will comply with the Privacy Act 1993.