

## Terms and condition of entry

### Definitions

- 'Auckland Art Fair' means Auckland Art Fair: [www.artfair.co.nz](http://www.artfair.co.nz)
- The 'Promoter' is Auckland Art Fair
- 'Disqualified Participants' are:
  - (a) all North Port Events employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families;
  - (b) all people under the age of 18 years where the prize incorporates air travel, alcohol or any other element which would be illegal to supply to a person under the age of 18 years;
- 'Immediate Families' include spouses, Grandparents, Parents, Children, and Grandchildren whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

### Entry

1. These Promotion or Competition Rules ('the Rules') apply to all Auckland Art Fair Promotions or Competitions (collectively 'the Promotion') conducted on or off air and by means of any medium – radio, television, print, telephone or computer. The Rules may change from time to time.
2. If a particular Promotion has specific rules or terms those specific rules or terms will apply if there is any inconsistency with the Rules.
3. The promotion closes on Sunday 28 February 2021 at 5pm NZDT. The prize will be drawn no later than Friday 5 March 2021.
4. Unless otherwise stated in the above mentioned specific rules or terms, registration, entry or vote is limited to 1 per person. Where multiple registrations, entries or votes are acceptable, each must be made separately.
5. Entry into the Promotion is deemed to be acceptance of the Rules and confirmation that the entrant has the necessary authority (for example from the bill payer or owner of a telephone) to enter the Promotion.
6. The Promotion is open to New Zealand Residents only. Disqualified Participants may not enter in the Promotion.
7. Auckland Art Fair reserves the right to exclude any person from participating in the Promotion on reasonable grounds.
8. Auckland Art Fair reserves the right to refuse to award any prize to an entrant who Auckland Art Fair decides (in its sole discretion) has violated the Rules, gained unfair advantage in participating in the promotion or won using fraudulent means.
9. By participating, entrants grant Auckland Art Fair exclusive permission to use their names, characters, photographs, 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.
10. All entrant personal details must be valid and up to date and will be held by Auckland Art Fair and may be used for the purpose of the Promotion and for future promotion and marketing purposes in accordance with the Auckland Art Fair Privacy Policy (see [www.artfair.co.nz](http://www.artfair.co.nz)) unless otherwise directed by entrants at the time of entry.
11. Personal information provided at the time of entry is presumed to be true and, in the case of text or email notification – active, through to and beyond the date of the Promotion's completion.
12. Where the Promotion involves texting, the following apply:
  - a. Any form of automated text message is invalid
  - b. Auckland Art Fair takes no responsibility for text costs incurred after the Promotion has closed as stipulated in the Promotion Terms and Conditions.

### Winning the Prize

1. Only the person who originally entered the Promotion can be awarded the prize ('the Winner').

2. The Winner will be determined in the manner set out in the Promotion Terms and Conditions – if not specified then as determined by the Promoter who shall for this purpose be deemed the Judge.
3. The Judge's determination of the Winner will be final and no correspondence will be entered into.
4. The Winner will be notified by email (the one they provided in the entry form) and must be available for the preparation of all publicity that may be required by Auckland Art Fair. Where attempts to contact the Winner fail (within 3 days) the Judge will select another winner. If, after successful notification, the prize is not collected within two months of being announced it will be regarded as forfeit.
5. The prize is not redeemable for cash or transferable. No other family members, friends, office associates or any other person will be able to participate on the Winner's behalf. In the event that the prize specified in the Promotion becomes unavailable for any reason the Promoter may substitute a prize of like or equal value. Where the prize incorporates air travel, unless otherwise specified the air travel is economy class.
6. Where the Winner is required to claim the prize in person and they must provide proper identification (eg driver's licence, passport, birth certificate).
7. The Winner takes the prize entirely at his/her own risk and indemnifies Auckland Art Fair and participating sponsors and promoters of the Prize in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the prize. The Winner is responsible for all insurance, tax or other costs that may be associated with the prize.

#### **Travel:**

1. Travel is for two Economy return tickets from anywhere on the Air New Zealand domestic network to New Plymouth
2. Travel is limited to Air New Zealand operated flights and must be booked, ticketed and travelled before 31 December 2021.
3. Bookings must be made 14 days or more before departure and are subject to availability. Details of requested flights are to be provided to West End precinct at the same time as accommodation bookings are made
4. Stopovers are not permitted.
5. Tickets are non-transferable/exchangeable for cash and non-transferable to another traveller.
6. Flights are not eligible for any frequent flier (including Airpoints dollars and/or status points) accrual, companion redemption or credit towards tier status.
7. Seats are limited and are strictly subject to availability, especially over holiday periods.
8. Travel is subject to Air New Zealand's General Terms and Conditions of Carriage, to view visit [airnewzealand.co.nz](http://airnewzealand.co.nz)
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#### **Visit to New Plymouth:**

1. Accommodation is subject to availability at time of booking.
2. West End Precinct credit is only available for the period of staying in New Plymouth and cannot be extended for future visits.
3. Guided tour of Govett-Brewster Art Gallery and Len Lye Centre is subject to the galleries having exhibitions on at the time. Please check the gallery website for details of the exhibition programme.

#### **Auckland Art Fair Responsibility**

1. Auckland Art Fair reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
2. Auckland Art Fair takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, busy lines, inadvertent disconnection, texts with a misspelt keyword, texts to an incorrect shortcode, Acts of God or otherwise.
3. To the fullest extent permitted by law, neither Auckland Art Fair nor any participating sponsors, promoters or advertising agencies, will be liable for any loss or damage whatsoever (including but

not limited to direct or consequential loss) or for personal injury as a result of Promotion entry or winning the Promotion prize.

4. Where the prize is to be supplied by an entity outside Auckland Art Fair's control and that entity fails, for whatever reason, to supply the prize, Auckland Art Fair has no responsibility for the provision of the prize and is not obliged to provide an alternative prize or to take legal action to require the prize supplier to provide the prize.

#### **Covid Terms and Conditions**

1. In the event Auckland Art Fair 2021 has to postpone because of a COVID-19 change in alert levels that limit the number of attendees permitted for events, the Fair will be rescheduled to 10 - 14 November 2021. All entries to the promotion will be held and the prize draw will be postponed and will take place on Sunday 14 November at 5pm NZ time.

#### **Acceptance**

1. Participation in the Promotion is deemed acceptance of these Terms and Conditions.