



Hanmer Springs  
Thermal Pools & Spa

150  
YEARS

## Terms and Conditions for entries

- 1. Competition title:** Annual Swim Pass Giveaway (the "**Competition**").
- 2. Promoter:** The Competition is being promoted by Hanmer Springs Thermal Pools & Spa (the "**Promoter**").
- 3. Entry:** To enter the Competition, entrants must submit their favourite memory of Hanmer Springs or why they wish to visit Hanmer Springs by uploading a short story (no more than 500 words) and/or a photograph ("**Entry Story and/or Photograph**") via the Promoter's website [www.hanmersprings.co.nz](http://www.hanmersprings.co.nz) (the "**Website**"). By entering the Competition, the entrant confirms they accept these Terms and Conditions and that they agree to comply with them.
- 4. Eligibility:** The Competition is open to New Zealand residents aged over 18 years only. Entrants may validly enter the Competition once via our website. Duplicate entries will be disqualified from the Competition. The Promoter's employees, agents and related entities, as well as the immediate families of such employees, are not eligible to enter the Competition. Only the person who originally entered the Competition can be awarded the prize (the "**Winner**").
- 5. Promotional period:** Promotion of the Competition commences at the date it is first published on Hanmer Springs Thermal Pools and Spa Facebook and Instagram feeds and via the Website and closes at 5pm on 31 October 2022 (the "**Promotional Period**").
- 6. Prize:** The Winner of the Promotion will receive a 150 year pass (the "**Pass**") to enter and use the Hanmer Springs Thermal Pools and Spa premises, located at 42 Amuri Ave, Hanmer Springs, New Zealand (the "**Premises**"). The Pass entitles the Winner, and Registered Family Members as defined at paragraph 7 below, to unlimited free entry to Hanmer Springs Thermal Pools and Spa until 31 October 2172 (the "**Prize**"). The Prize will be registered to a card (the "**Winner's Card**").
- 7. Use of the Winner's Card:** The Winner may register immediate family members (up to two adults and four children between the ages of 5 to 15 years, under 5s being free) ("**Registered Family Members**") to the Winner's Card and the Winner and those Registered Family Members may use the Winner's Card to access the Premises. The Winner's Card cannot be borrowed or used by anyone who is not a Registered Family Member (for example, unregistered family members, friends, or other persons) under any circumstances. Use of the Winner's Card by unauthorised persons will result in the immediate cancellation of the Winner's Card. The Winner and any Registered Family Members may use the Winner's card to enter the Premises as individuals or together as a group. The Promoter reserves the right to alter the definition of family or Registered Family Members at any time. By using the Winner's Card and/or entering



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the Premises, the Winner and any Registered Family Members confirm they accept the Promoter's standard terms and conditions (available here: [hanmersprings.co.nz/about-us/terms-of-trade](https://hanmersprings.co.nz/about-us/terms-of-trade)) and that they agree to comply with them.

- 8. Determining and contacting the Winner:** The Prize draw will take place as soon as possible after the end of the Promotional Period (the "**Prize Determination Date**"). The Winner will be selected by the Promoter's marketing team in its absolute discretion from all valid website entries on the Prize Determination Date. The Winner will be notified via the contact details provided by the Winner. As set out in paragraph 21 below, the Promoter's decision as to the Winner will be final and binding and no correspondence will be entered into.
- 9. Prize collection:** The Winner must be available on a date to be specified in November 2022 to collect the Prize, in the form of the Winner's Card, from the Promoter. By entering this Competition, the Winner agrees to make themselves available for promotional and publicity purposes as set out in paragraph 10 below. If the Winner is unavailable during November 2022, the Prize may be revoked and the Promoter will pick another Winner from all valid website entries.
- 10. Promotion:** The Winner must make themselves available for promotional and publicity purposes on reasonable notice from the Promoter. The Promoter may use the Winner's name, Entry Story and/or Photograph for promotional and media purposes without compensation and all intellectual property rights including copyright in any such promotional material will belong to the Promoter. Entrants warrant that their entry, including their Entry Story and/or Photograph, is original and does not infringe the intellectual property rights of any third party. Entrants also acknowledge that the Promoter may use their entry, during the Promotional Period and afterwards, in any manner the Promoter sees fit including to encourage others to enter the competition during the Promotional Period. Entrants acknowledge that any use of their entry by the Promoter during the Promotional Period does not constitute endorsement of their entry or guarantee that their entry will be shortlisted or will win a prize.
- 11. Waiver of moral rights:** To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants warrant that they have the full authority to waive these rights.
- 12. Validity of entries:** The Promoter reserves the right to verify the validity of entries and to disqualify any entrant whom the Promoter believes either has tampered with the entry process or has submitted an entry otherwise than in accordance with these conditions of entry.



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- 13. Further documentation:** Entrants agree to sign any further documentation as reasonably required by the Promoter to give effect to this arrangement as a precondition to being awarded the Prize.
- 14. Social media:** Each entrant acknowledges that this promotion is in no way sponsored, endorsed or administered by, or associated with, Meta (Facebook or Instagram). In participating in this promotion, entrants are providing information to the Promoter and not to Facebook or Instagram. To the extent permitted by law, each entrant releases Meta from any and all liability in relation to this promotion.
- 15. Liability:** Subject to any applicable law that cannot be excluded, the Promoter and its employees and agents will not be liable for any loss or damage or injury by or to any person whatsoever (including but not limited to direct, indirect or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with the Competition or the Prize, and to the extent permitted by law, the Promoter will not be liable for any harm, illness, allergic reactions, or injuries caused by the use of the Prize or the Winner's Card. Without limiting the previous sentence, the Promoter is not responsible for any late, misdirected or incorrectly completed entries, or any technical malfunction, delay or loss of data that occurs in the course of the administration of the Promotion, however caused.
- 16. No warranties:** By entering the Competition, the entrant acknowledges and agrees that the Promoter has not made any representations as to the quality or fitness for purpose of the Prize.
- 17. Transfers and exchanges:** The Prize is not transferable or exchangeable, cannot be redeemed for cash and cannot be sold under any circumstances except for those under paragraph 18 below. The Promoter may, in its sole discretion, replace the Prize with another prize of equivalent or greater value if the Prize becomes unavailable or unusable for any reason outside the Promoter's reasonable control.
- 18. Bequests:** Notwithstanding paragraph 17 above, the Winner may transfer the Winner's Card to another person (the "**Beneficiary**") by bequeathing it under a valid will instrument. The Beneficiary must notify the Promoter that the Winner's Card has been bequeathed with evidence in writing. Failure by the Beneficiary to take these steps will result in refusal of entry to the Premises and/or the immediate cancellation of the Winner's Card.
- 19. Closure of the Premises:** If for whatever reason, the Promoter must close the Premises, the Winner's Card will be suspended until such time as the Premises reopen. If the Premises are closed for a period of 12 months or more, the Promoter may in its sole and



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absolute discretion, cancel the Winner's Card. For the avoidance of doubt, clause 17 applies, that is, the Winner's Card will not be transferred, exchanged or redeemed for cash in the event of closure.

- 20. Lost card:** If the Winner's Card is stolen or lost, the owner must notify the Promoter immediately. The Promoter will then cancel the Winner's Card and issue a replacement card.
- 21. General:** The Promoter's decisions on all matters regarding the Competition are final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches or viruses. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Competition. The Promoter reserves the right to refuse to allow the Winner or any Registered Family Member to take part in any or all aspects of the Prize including using the Winner's Card, if the Promoter determines, in its sole discretion, that the Winner or any Registered Family Member is not in the mental or physical condition necessary to be able to safely participate in the Prize or to enter the Premises. It is a condition of accepting the Prize that the Winner and any Registered Family Member may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

**Personal information:** The Promoter may collect and use personal information about you for the purpose of administering the Competition, verifying the validity of entries, contacting the Winner and checking the Winner's identity, and marketing the goods and services of the Promoter and selected other third parties to you and your household (including via electronic message). As certain information is required in order to effectively administer the Competition, if you do not provide accurate information where requested, you may be disqualified from entry into the Competition. The Promoter will collect, use and hold your information in accordance with the Promoter's legal obligations, including under the Privacy Act 2020. In order to request access to or correction of your personal information, or if you do not wish to be contacted for marketing purposes, please contact the Promoter at [info@hanmersprings.co.nz](mailto:info@hanmersprings.co.nz) or phone 0800 442 663.