

## Energising Young Minds Competition

### Terms

#### Background

To celebrate launching the new and exciting Genesis Energy School-gen website (<http://www.schoolgen.co.nz>) we are giving away one of three “Edu-tech prize packs” to three lucky schools.

1. These terms (“**Terms**”) govern our Energising Young Minds Competition (“**Competition**”).
2. The promoter of the Competition is Genesis Energy Limited.
3. The Competition is open from Monday 12 February 2018 to midnight Monday 2 April 2018.

#### Eligibility

4. The Competition is open to any recognised New Zealand Schools who have entered the Competition by filling in the entry form on the School-gen website and providing all required information (“**Schools**”). Information required may include video’s, pictures, documents, content or other media (“**Media**”).
5. Anyone may submit an entry into this Competition on behalf of a School, all entries into the Competition, will be listed on the School-gen website (1 entry per school). Following submission, all entries will be reviewed and verified by Genesis Energy before being accepted to participate in the Competition. In verifying entries, Genesis Energy will contact each School to ensure that the School consents to entering this Competition and agrees with these Terms. For the purposes of verifying entries, consent must be granted by the school principal or other relevant authority.
6. Genesis reserves the right, at any time, to verify the validity of Schools for the Competition (including a Schools’ status, location, consent to enter, or other eligibility criteria) and to disqualify or exclude any School or entry from the Competition that is not in accordance with these Terms.
7. Genesis Energy may, at its sole discretion, reject any entry that it deems to be inappropriate, is in breach of these Terms, is contrary to law, if consent from the School has not been granted in an acceptable form or for any other reason.
8. Genesis Energy will notify all schools who have successfully submitted an entry form if their entry to the Competition has been accepted or rejected.
9. By entering this Competition, the School grants Genesis Energy, the right to use any information and Media supplied by the School (or applicant), for use in this Competition and use on the School-gen website generally without limit in time. The School confirms that it has the right and all appropriate consents to use, and to grant Genesis the ability to use, the Media.
10. Genesis is not liable or responsible for any late, lost, misdirected or incorrectly entered entries to this Competition, or any technical malfunction, delay or loss of data that may result in the failure or delay of the entry into the Competition.

#### Competition Details

11. Following entry into the Competition, Schools will be listed on the School-gen website along with supporting information derived from the entry form, Media and other information provided by the School or Entrant. Users of the School-gen website will then vote for the Schools that they wish to pass on to the next stage of the competition.
12. Only one vote per day per user will be accepted.
13. All Schools entering in the Competition are responsible for encouraging their community to vote.
14. Voting starts once a School’s entry has been accepted and that School is listed on the School-gen website. Voting closes at 5pm on Monday 2 April 2018 (“**Voting Closure**”).
15. Following Voting Closure, the total vote numbers will be normalised and adjusted at Genesis Energy’s sole discretion, to take into account differing school sizes. This will be done by taking the total

number of votes received and dividing it by the School's roll (as supplied on the Ministry of Education website).

16. The top five Schools based on the normalised and adjusted voting value following Voting Closure ("**Finalists**") will be reviewed by a panel of judges. The judges will consist of a senior Genesis Energy executive and at least two judges external to Genesis Energy.
17. The judges will select the 1<sup>st</sup> Prize Winner, the 2<sup>nd</sup> Prize Winner and the 3<sup>rd</sup> Prize Winner (each a "**Winner**" and together, the "**Winners**") from the Finalists.
18. The Winners will be announced on the School-gen website on 30 April 2018 ("**Competition Date**").
19. The judge's decision is final and no correspondence will be entered into.
20. The Winners will be contacted by email or telephone no later than 5 business days after the Competition Date. In the case of email, the Winner will be asked to contact Genesis to arrange their respective Prize.

### **Prizes**

21. The Competition prizes are as follows:
  - a. 1<sup>st</sup> Prize – an "Edu-tech" prize pack to the value of \$25,000 (excluding GST);
  - b. 2<sup>nd</sup> Prize - an "Edu-tech" prize pack to the value of \$15,000 (excluding GST);
  - c. 3<sup>rd</sup> Prize - an "Edu-tech" prize pack to the value of \$10,000 (excluding GST);(each, a "**Prize**").
22. A Prize includes the choice of any one, or, a number of educational products to be selected through discussions between each Winner and Genesis Energy and must include items deemed by Genesis Energy to be suitable to help build the School's capacity to encourage students STEM (Science, Technology, Engineering, Maths) learning ("**Products**"), up to the total value of that Winner's respective Prize ("**Prize Pack**").
23. For selected Products, a Winner may use a combination of the value (or remaining value) of their Prize Pack and their own other eligible payment type to pay for that Product in full.
24. Following selection of the contents of the Prize Pack by Genesis and the Winner, each School will be required to purchase the Products directly from the supplier or retailer. The School must then issue an invoice to Genesis from the School ("**Invoice**") for reimbursement up to the value of that Winner's Prize Pack. The Invoice must include copies of the Schools invoices from suppliers or retailers detailing the items purchased and the cost incurred.
25. Once a Product is claimed, it cannot be cancelled, returned or exchanged if you change your mind. However, subject to supplier terms and conditions, a defective or damaged Product may be replaced or exchanged for another Product of equal value.
26. The Winner acknowledges that Genesis will not be responsible for any of the Products. Standard manufacturer warranties and guarantees will apply to all Products.
27. All Products are subject to any other terms and conditions as advised by Genesis or the supplier when the Products are made available to the Winner for selection, purchase or in any other terms and conditions relating to the Products as provided by the supplier or manufacturer.
28. Genesis will not be liable for any loss, theft or damage to any Product in the course of or post-delivery.
29. Prize Pack values are based upon the recommended retail prices at the time of printing (inclusive of GST). Genesis accepts no responsibility for any change in Prize Pack value between the publication of the Competition and the Prize Pack redemption dates.
30. Except as otherwise provided in these terms Prize Packs (or any part of a Prize Pack) cannot be redeemed, transferred or exchanged for cash, bill credits or otherwise. Any out of pocket expenses incurred by the Winner will not be refundable.
31. The Winner is responsible for arranging and paying for all costs associated with the Prize Pack that are not explicitly stated in these Terms, or any other terms and condition provided when selecting or receiving any Product.
32. The Prize will be forfeited if a Winner:

- a. is unable to be notified (including where emails are returned undeliverable or where the Winner fails to respond to a telephone notification) within 5 working days of being notified;
  - b. cannot be verified;
  - c. refuses to sign any legal documentation as reasonably required by Genesis (including on behalf of any suppliers);
  - d. is found to be ineligible for the Competition;
  - e. is found to have breached any of these Terms or their terms of supply from Genesis;
  - f. is found to be in breach of any New Zealand law, standard or regulation; or
  - g. cannot participate in the Competition for any reason.
33. If the Prize is forfeited, Genesis may select an alternative Winner from the Finalists. Genesis reserves the right to continue to follow the process outlined above until a Winner is selected, contacted and accepts the Prize.
34. No financial or other consideration will be awarded to the forfeiter.

#### **Liability**

35. Genesis makes no representation as to the Prize Pack or any Product(s)' fitness for purpose, safety, condition, quality or other conditions. Except for any liability that cannot be excluded by law, Genesis (including its officers, employees and agents) assumes no responsibility, and excludes all liability (including negligence), for, any claims, losses (including loss of opportunity), damages, injuries, costs and/or expenses, personal injury or death, whether direct, indirect, economic, special or consequential, suffered, sustained or incurred as a result of, or arising in any way out of, or in any way connected with, the Competition, the Prize Pack or any of the Products.

#### **Marketing and Promotion**

36. By entering this Competition the Winners agree that they will participate in and co-operate as required with all reasonable promotional requests relating to the Competition or School-gen in general without compensation, including but not limited to, being interviewed and photographed, filmed and/or documented ("**Promotional Material**"). Such Promotional Material may be published on any media including but not limited to the School-gen website and social media. Genesis may use the Winner's name and image in any Promotional Material for any marketing and promotional purposes. All intellectual property rights in the Promotional Material are the property of Genesis and the Winner waives any moral rights under the Copyright Act 1994 and like rights the Winner may have in relation to any Promotional Material.
37. The Winners agree to participate in any publicity arrangements the Genesis Energy may reasonably require.

#### **Social Media Platforms**

38. Where the Competition is run through Facebook, Facebook Messenger, Instagram, WhatsApp or Oculus VR, the Competition is not sponsored by, endorsed by, administered by or associated with Facebook Inc., Facebook Ireland Limited or any other related company. Facebook has no liability in relation to the Giveaway. Any information provided in relation to the Competition is provided to Genesis and any Giveaway Partners, and is not provided to Facebook.
39. Where the Competition is run through Twitter or Periscope, the Competition is not sponsored by, endorsed by, administered by or associated with Twitter Inc. or any other related company. Twitter has no liability in relation to the Competition. Any information provided in relation to the Competition is provided to Genesis and any Partners, and is not provided to Twitter.
40. Where the Competition is run through any Google product (including YouTube) the Competition is not sponsored by, endorsed by, administered by or associated with Alphabet Inc. or any other related company. Alphabet has no liability in relation to the Competition. Any information provided in relation to the Competition is provided to Genesis and any Competition Partners, and is not provided to Alphabet.

## **Privacy**

41. Personal information may be provided or collected as part of the Competition and will be held by Genesis in accordance with its Privacy Policy, accessible here <https://www.genesisenergy.co.nz/genesis-terms>. Genesis will collect, use and hold personal information in accordance with its legal obligations. You have the right to access, update and correct any such personal information.

## **General**

- 42. Genesis is not responsible for, and to the extent permitted by law, does not provide any warrant in respect of, the quality or suitability of any Products or services provided to you by any of our suppliers.
- 43. All decisions of Genesis in relation to the Competition are final and binding and no correspondence will be entered into.
- 44. Genesis may change these Terms at any time without prior notice.
- 45. Genesis reserves the right, in its sole discretion, to cancel, terminate, withdraw, modify or suspend the Competition (or any part of the Competition, including any Products), or invalidate any Schools from the Competition (or any part of the Competition, including any Products), at any time without prior notice.
- 46. By participating in the Competition, you accept and agree to be bound by these Terms and any other applicable terms and conditions.