

## School-gen Facebook Competition – November 2018

### Terms & Conditions

#### Background

The School-gen team are running a School-gen Facebook (<https://www.facebook.com/schoolgennz/>) competition offering six lucky winners the chance to win a MakeBlock educational kit.

1. These terms (“**Terms**”) govern the School-gen Facebook competition (“**Competition**”).
2. The promoter of the Competition is Genesis Energy Limited.
3. The Competition is open from Friday 2 November 2018 to midnight Friday 17 November 2018.

#### Eligibility

4. The Competition is open to any New Zealander who posts on the School-gen Facebook page a description of how they are encouraging their students / children to create digital solutions using technology.
5. Genesis reserves the right, at any time, to disqualify or exclude an entry from the Competition that is not in accordance with these Terms.
6. 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, or for any other reason.
7. By entering this Competition, individuals posting descriptions of how they are encouraging students / children to create digital solutions using technology on the School-gen Facebook page gives Genesis Energy the right to use that information and any Media supplied on the School-gen website generally without limit in time.
8. 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

9. To enter a person must post a description of a description of how they are encouraging their students / children to create digital solutions using technology on the School-gen Facebook page.
10. To gain a double entry, the person must post a picture or short video clip of their students or children either working on a digital solution or presenting their solution.
11. All entries will go in the draw to win one of six MakeBlock educational kits.
12. The draw will take place on Monday 19 November 2018.
13. There will be six Winners (each a “**Winner**” and together, the “**Winners**”) who will each receive a MakeBlock educational kit.
14. The Winners will be announced on the School-gen website on Monday 19 November 2018 (“**Competition Date**”).
15. The judge’s decision is final and no correspondence will be entered into.
16. The Winners will be **notified via Facebook and asked to private message the School-gen team with their contact details** no later than 5 business days after the Competition Date.

#### Prizes

17. Each Winner will receive a MakeBlock educational kit.
18. Genesis will not be liable for any loss, theft or damage to any Product in the course of or post-delivery.
19. The Prize will be forfeited if a Winner:
  - a. is unable to be notified within 5 working days of being notified;
  - b. cannot be verified;

- c. is found to be ineligible for the Competition;
  - d. is found to have breached any of these Terms or their terms of supply from Genesis;
  - e. is found to be in breach of any New Zealand law, standard or regulation; or
  - f. cannot participate in the Competition for any reason.
20. If the Prize is forfeited, Genesis may select an alternative Winner. Genesis reserves the right to continue to follow the process outlined above until a Winner is selected, contacted and accepts the Prize.
21. No financial or other consideration will be awarded to the forfeiter.

### **Liability**

22. 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**

23. 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.
24. The Winners agree to participate in any publicity arrangements the Genesis Energy may reasonably require.

### **Social Media Platforms**

25. 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.
26. 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**

27. 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**

28. 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.
29. All decisions of Genesis in relation to the Competition are final and binding and no correspondence will be entered into.
30. Genesis may change these Terms at any time without prior notice.
31. 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.
32. By participating in the Competition, you accept and agree to be bound by these Terms and any other applicable terms and conditions.