



“Share the Magic Competition” TSB Bank Festival of Lights 2016-2017

Terms and Conditions

1. Entry to the competition constitutes acceptance of these terms and conditions.
 2. To enter the competition, entrants are invited to take a photo of themselves enjoying the TSB Bank Festival of Lights and share it on Facebook and/or Instagram using the hashtag #sharethemagic. If the hashtag is not attached to the photo, the photo will not be entered into the competition.
 3. The competition opens on 18 December 2016 and closes on 5 February 2017 at 5pm (**Promotional Period**). Entries received after the Promotional Period will not be eligible to win the prize.
 4. At the end of each week during the Promotional Period (a total of seven weeks), one photo from all entries received during that week will be selected as the ‘Photo of the Week’ by the Promoter. The seven “Photos of the Week’ will be posted on TSB Bank Festival of Lights Facebook page on 6 February 2017 and then be put to a public vote through Facebook. The public vote will open at 9am on 6 February 2017 and closes at 12pm on 10 February 2017 (**Voting Period**). The winning photo will be the “Photo of the Week” that generates the largest reach on Facebook, through likes, shares and comments, during the Voting Period.
 5. The prize (**Prize**) consists of \$2000 (GST inclusive) worth of Air New Zealand travel which must be booked up to 30 days prior to departure and completed prior to 1 September 2017 and can only be redeemed in one flight booking.
 6. Employees of the New Plymouth District Council (**Promoter**), TSB Bank and Air New Zealand and their immediate families are ineligible to enter.
 7. Each entry which is submitted correctly during the Promotional Period will be entered into the competition.
 8. Entrants must have the consent of any persons featured in the photo that are clearly identifiable.
 9. The Promoter will notify the winning entrant by publishing his/her photo and name on the TSB Bank Festival of Lights Facebook page on Monday 13 February 2017. It will also be published on the TSB Festival of Lights website, Instagram and other promotional channels. To claim the Prize, the entrant named must send a private message to the TSB Bank Festival of Lights Facebook page, and include their email address and daytime contact phone number. The Prize claim can only be accepted from the selected entrant and their Facebook profile must match the Facebook profile registered. If the Promoter does not receive any contact from the winning entrant by 5pm on Friday 17 February 2017 then the Promoter is entitled to offer the Prize to the “Photo of the Week” that generates the next largest reach. The Promoters’ decision is final and no correspondence will be entered into.
 10. The Prize cannot be transferred, exchanged or redeemed for cash.
 11. Where the Prize is to be supplied by an entity outside the Promoter’s control and that entity fails, for whatever reason, to supply the Prize, the Promoter has no responsibility for the provision of
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the prize and is not obliged to provide an alternative prize or take legal action to require the prize supplier to provide the Prize.

12. All prize travel is non-transferable, non-upgradable or redeemable for cash. All Seat Select, additional baggage costs, fare or product buy ups/upgrades, airport taxes and Government charges are at the traveller's expense. The prize-winner is responsible for paying all additional costs associated with the flights including (where applicable) accommodation, transport, meal costs, spending money, visas, insurance and all other incidentals. Travel is on Air New Zealand operated flights only and are subject to availability and restricted over school and public holiday periods. Tickets are non-changeable once issued. Once ticketed, the conditions and penalties of the fare and/or land arrangements used will apply and changes are at the traveller's expense. Not eligible for any frequent flyer accrual (including Airpoints Dollars/status credits), companion redemption or credit towards tier status. Employees of Air New Zealand and their immediate family are not eligible for entry. All prize travel will be subject to [Air New Zealand's General Terms and Conditions of carriage](#), to view visit www.airnewzealand.co.nz.
13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an 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.
14. If an entrant is under the age of 18 years they acknowledge that they have their parent/legal guardian's permission to enter the competition and that if they are selected as a winner that their parent or legal guardian will be awarded the Prize, and that their parent or legal guardian will be required to sign acceptance of the terms and conditions of entry prior to claiming the Prize.
15. 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.
16. To the fullest extent permitted by law the Promoter will not be liable for any loss or damage whatsoever as a result of participating in the competition or accepting the Prize. Nothing in these terms and conditions is intended to exclude, restrict or modify the entrant's rights under the Consumer Guarantees Act 1993.
17. All entrants agree that the Promoter, TSB Bank and Air New Zealand may use his/her 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 Bank and Air New Zealand) now or in the future whether or not such entry is the winning entry.
18. All entrants acknowledge that the competition is not in any way 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.
19. The Promoter may terminate, suspend, modify or cancel the competition (including without limitation varying the Prize) at any time by notice published on the TSB Bank Festival of Lights website.
20. When collecting personal information, the Promoter complies with the Privacy Act 1993 and the Local Government Official Information and Meetings Act 1987.