

## **TERMS & CONDITIONS - RAILBLAZA PHOTO COMPETITION 2018**

This document sets out the terms of participation in RAILBLAZA's "2018 Photo Competition" hosted on the RAILBLAZA Facebook page.

- 1.** The promoter of this Competition is RAILBLAZA Ltd (the "Promoter") 6 Tavern Road, Silverdale, Auckland 0950, New Zealand
- 2.** Entry to the competition is open to international residents. An entrant must be an individual and not a company or organisation. Entrants under 18 years of age must have the consent of their parent or guardian to enter. Employees of the Promoter or any person associated with the Competition, or any organisation or individual associated with the provision of the prize(s) are not eligible to enter.
- 3.** Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may, at its sole discretion, refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.
- 4.** Entry into the competition is free. Participants may enter as many times as they like, but duplicate entries will be ignored.
- 5.** Entry to the competition opens on Friday 6th July, and closes at midnight (NZ time) on Friday 3rd August 2018. Any entry received after the expiry of the competition period/duration will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.
- 6.** The winner will be selected by our judges after the competition end date and time (Friday 3rd August, 2018 at midnight NZ time). Judges of this competition are Mike McKinstry and Robert Field. The prize winner will be contacted within five days of their selection of the winner. If the Promoter cannot contact the winner within 14 days of the selection, after having made a reasonable attempt to do so, the prize will be redrawn.
- 8.** To enter the competition, you must take a photograph showing a RAILBLAZA product in use and then submit it on the RAILBLAZA Facebook post that is pinned to the top of the timeline ([facebook.com/railblazaUSA](https://facebook.com/railblazaUSA)). If you do not have a Facebook page, you can alternatively email your photo to [photocomp18@railblaza.com](mailto:photocomp18@railblaza.com) with "RAILBLAZA Photo Competition" as the subject, and your name and address in the message body.
- 9.** The photo you submit must be the property of the entrant and must be of a reasonable quality.
- 10.** The winner will receive \$NZ500 of RAILBLAZA products of their choice, these products will be selected by the winner based on our suggested retail prices, the list for selection will be made available to the winner at the time of selection. Prize selection must be made within 14 days of notification.
- 11.** No component of the prizes can be transferred or redeemed for cash. The prize is to be made up of products made available by the promoter at the time of selection, in the event that any product becomes unavailable due to circumstances beyond the Promoter's control, the Promoter reserves the right to provide a similar product to the same or greater value as the original selection, subject to any applicable laws or written directions made under applicable legislation.

- 12.** You warrant that all details provided with your entry are true and accurate.
- 13.** You agree that the Promoter may use your entry and any personal details provided to the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee paid to you.
- 14.** Decision of the Promoter's judges is final and will be binding on each person who enters the Competition and no correspondence will be entered into. The name of the prize winner will be announced on RAILBLAZA's website and Facebook page, with the winner being notified either by email or via Facebook.
- 15.** Prizes will be delivered to your appointed/supplied address. Please allow 21 days for delivery of the prizes.
- 16.** If there is any event or circumstance that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prizes to the prize winners, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.
- 17.** The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
- 18.** To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.