

# Terms & Conditions

## Yates Vegie Growing Challenge 2023

### Terms & Conditions:

The Promoter is Yates New Zealand a division of DuluxGroup (New Zealand) Pty Ltd ABN 55 133 404 118 of 373 Neilson St, Onehunga, Auckland.

Entry instructions and prize information form part of these Terms and Conditions. By participating, entrants agree to be bound by these Terms and Conditions.

### Competition Entry:

1. Registrations open Friday 1<sup>st</sup> September 2023 and the competition finishes on Friday 8<sup>th</sup> December 2023.
2. Entry is open to New Zealand residents who are members of the Yates Garden Club. Employees (and their immediate families) of the Promoter, or agencies, suppliers or companies associated with this Promotion, are ineligible to enter.
3. You enter the promotion by joining the Yates Garden Club (which is free to join) and completing the online registration form.
4. Entrants are required to log-on to the Yates website and submit at least 3 blog posts during the competition period.
5. Entries are limited to one entry per individual, with the exception of school garden participants or parents with small children. Please make it clear whether each post is from the parent or the children or school garden.
6. All valid entries received prior to the close of the promotion will be individually judged by promotion judge(s) appointed by the Promoter. Judging will be held at Yates NZ, 373 Neilson Street, Onehunga, Auckland
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and address) 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.
8. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry.
9. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
10. The Promoter accepts no responsibility for late, lost or misdirected registrations. 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.
11. The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries. Subject to any written directions given under the applicable law, if for any reason, the competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition. The Promoter reserves the right, in its sole discretion, to disqualify any individual.
12. The Promoter reserves the right to remove a category if there are limited entrants and withdraw the prize offered.

## **PRIZES**

### **3 x Main prizes:**

- Best individual gardeners – \$1000 Give a Garden Gift Card and \$300 worth of Yates products

### **Runner Up Prizes:**

- Best Starting Out Gardener - \$300 worth of Yates products
- Best Supporter, in honour of Carol Oates - \$300 worth of Yates products
- Yates Wild Card Winner- \$300 worth of Yates products

The prizes cannot be transferred, exchanged or redeemed for cash. The Promoter retains the right to substitute a prize with a prize of equal or greater value.

The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise contact details provided by an entrant. The Promoter makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes.

## **ENCOURAGEMENT PRIZES**

Start: Friday 1<sup>st</sup> September 2023

End: Friday 8<sup>th</sup> December 2023

7 prizes awarded over the above timeframe.

Each prize will be two products. The first product will be one of the following Yates Thrive Liquid Plant Food 500ml: Citrus & Fruit, Vegie & Herb, Strawberry & Berries, Rose & Flower, All Purpose. The second product will be one of the following Yates Nature's Way products: Yates Nature's Way Citrus, Vegie & Ornamental spray 750ml, Yates Nature's Way Vegie natrasoap spray 750ml, Yates Nature's Way Fungus Spray.

## **Intellectual Property and Privacy:**

1. Ownership (including intellectual property rights) in all entries (including text and photos) are assigned to the Promoter upon submission and remain the property of the Promoter.
2. Participants consent to the Promoter using the participant's name, and/or image in the event that they are a winner (incl. photograph) in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and Yates.

### **Using this Website**

1. Any costs associated with accessing the Yates website is the entrant's responsibility and is dependent on the Internet service provider used. Any contact details entered incorrectly on the website shall render an entry invalid. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
2. The Promoter shall not be liable for any loss or damage suffered or sustained (including but not limited to consequential loss, loss of revenue, loss of profit or economic loss), including for personal injury or property damage suffered or sustained, as a result of accepting any prize or participation in any competition or prize, except for any liability which cannot be excluded by law.
3. The Promoter is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic.
4. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, other relevant entities required for the provision of a given Prize. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.