

# Competition Terms & Conditions

## “Win an Exclusive Ride with Brendan Fairclough”

### Promotion dates:

1. The Scott Sports **Exclusive Ride with Brendan Fairclough** promotion runs from 09:00:00 3rd February 2016 to 29<sup>th</sup> February 23:59:00 NZT 2016, (the “Promotional Period”).

### Prizes:

2. There are five prize packs to be won. Each prize pack includes: two single day passes to Crankworx Rotorua on the 9th March 2016, two jerseys signed by Brendan Fairclough, two tickets to ride with Brendan Fairclough in Rotorua forest on the 8th March 2016. One night accommodation in a twin share or queen room. The time of the exclusive ride will be confirmed with the winners on the 1st March 2016.

### 3. Prize collection period:

8<sup>th</sup> March – 9<sup>th</sup> March inclusive.

### 4. To be eligible:

To be eligible for the grand prize, participants must submit their unique code to Scott-Sports web page before 23:59:00 NZT on 29<sup>th</sup> February 2016. Every transaction that includes a Scott product is eligible to receive an entry code to enter into this competition. There is no limit to in the number of entry codes submitted by one person. Promotion is open to NZ residents only.

### 5. Entry mechanism:

To be eligible for a prize pack participants must submit an entry using the online entry form on Scott Sports website [www.scott-sports.com/crankworx-nz](http://www.scott-sports.com/crankworx-nz) incorrectly completed or incomplete entry forms will not be accepted.

### 6. Selection criteria:

The winners of the five prize packs will be randomly selected under the supervision of an independent person from all valid entries received before 23:59:00 NZT, 29<sup>th</sup> February 2016.

### 7. Prize Notification:

The winners will be contacted by Scott Sports on March 1<sup>st</sup> via the email submitted in the entry.

### 8. Prize Acceptance:

Winners must reply within 48 hours to the Prize Notification email or the prize winner will be redrawn.

9. The Promoter, Sheppard Cycles New Zealand does not accept any responsibility for entries lost, damaged or delayed due to technical problems. Proof of sending will not be accepted as proof of receipt.

## **General**

1. These terms and conditions, together with the terms and conditions that are specific to any Competition (as defined below) (the 'Competition Terms') are known as the 'Rules'. Words used in the Competition Terms shall have the same meaning when used here. In the event of any conflict between the Competition Terms and the Standard Terms, the Competition Terms shall prevail.
2. The Rules apply to any competition (the 'Competition') that is promoted on the Scott Sports NZ website ([www.scott-sports.com/nz/en](http://www.scott-sports.com/nz/en)) or at Sheppard Cycles New Zealand of 25 Levene place, Mount Wellington, Auckland, 1060, New Zealand, and by entering the Competition; you agree to be bound by the Rules.
3. Sheppard Cycles New Zealand reserve the right to cancel or amend all or any part of the Competition and/or the Rules without notice for any event that is outside of Sheppard Cycles New Zealand's reasonable control. Any changes to the Rules, or cancellation of the Competition, will be posted on the Scott Sports NZ website ([www.scott-sports.com/nz/en](http://www.scott-sports.com/nz/en)). It is the responsibility of entrants to keep themselves informed as to any changes to the Rules.
4. In the event of any dispute regarding the Rules, the conduct or results of the Competition, or any other matter relating to a Competition, the decision of Sheppard Cycles New Zealand shall be final and unchallengeable and no correspondence or discussion shall be entered into, comment issued, or reason given in respect of any decision made by Sheppard Cycles New Zealand.

## **Competition Entrants**

5. By entering the Competition, you hereby warrant that all information submitted by you in your Entry is true, accurate and complete in every respect. Sheppard Cycles New Zealand reserves the right to verify any information contained in your entry and/or your eligibility to enter the Competition.
6. Unless otherwise stated in the Competition Terms, the Competition is only open to persons who are resident in New Zealand or Australia and persons who are resident outside of New Zealand or Australia may not apply. Where a Competition is open to persons who are resident outside of New Zealand or Australia, no person may enter the Competition if the Competition breaches any law or regulation of the jurisdiction in which they are resident.
7. Unless otherwise stated in the Competition Terms, the Competition is open to persons of any age. Sheppard Cycles New Zealand assumes that by entering into the Competition, the parents or guardians of any entrant that is aged under the age of 18 have consented to that person's entry into the Competition and these Rules. Entrants may be required to provide proof of identity and if aged under 18, should be able to demonstrate to Sheppard Cycles New Zealand's satisfaction that their parent/ guardian has given their consent to such entry.
8. Sheppard Cycles New Zealand reserve the right in its absolute discretion to disqualify any entrant if it has reasonable grounds to believe that an entrant has breached any of the Rules, any applicable law (including copyright law) or has otherwise infringed the intellectual property of any other person. Each entrant acknowledges and agrees that any failure to comply with the Rules could lead to Sheppard Cycles New Zealand disqualifying that person, without Sheppard Cycles New Zealand giving any reason for such disqualification or granting any opportunity for challenge.
9. Any person that is an employee of Sheppard Cycles New Zealand is not eligible to enter the Competition. Sheppard Cycles New Zealand reserves the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for the Competition as a result of this Rule.
10. In the event that a Prize-winner is disqualified from the Competition, Sheppard Cycles New Zealand will, unless otherwise stated in the Competition Terms, select an alternative Prize-winner in the same manner as the original Prize-winner and such selection will be subject to the Rules.

### **Competition Entries**

11. Entries must be made during the Promotional Period and in the manner set out in the Competition Terms. Failure to do so will result in disqualification.
12. Unless otherwise stated in the Competition Terms, only one Entry per person is permitted. Multiple entries per person can be rewarded by Sheppard Cycles New Zealand, if they so choose. In the event that Sheppard Cycles New Zealand discovers or has reasonable grounds to believe that the same person has made multiple entries, such person and any Entries made by them shall be disqualified and, if such Entrant has already been selected as a Prize-winner, an alternative Prize-winner will be selected in accordance with Rule 10 above.
13. Unless otherwise set out in the Competition Terms, Sheppard Cycles New Zealand accepts no responsibility for the return of any Entries.

### **Prize-winners**

14. Prize-winners will be selected and notified in the manner set out in the Competition Terms. No prize will be awarded where any entrant has committed any form of misconduct (as determined by Sheppard Cycles New Zealand in its sole discretion).
15. Where Entries are judged on artistic or other subjective criteria, Sheppard Cycles New Zealand reserves the right to set amend the criteria used to judge Entries.
16. Prizes are non-transferable and there is no cash alternative. In the event of a prize being unavailable for any reason Sheppard Cycles New Zealand reserve the right to substitute prizes of equal or greater value at any time.
17. Prizes must be accepted in the manner set out in the Prize Notification. In the event that any Prize Notification is returned as undeliverable or any Prize-winner fails to validly reply to a Prize Notification within 72 hours, unless otherwise stated in the terms, Sheppard Cycles New Zealand reserves the right to disqualify the Prize-winner and select an alternative Prize-winner in accordance with Rule 10 above.

### **Liability**

18. Sheppard Cycles New Zealand accepts no responsibility for any damage, loss, injury (other than our liability for personal injury or death as a result of our negligence) or disappointment of any kind suffered by any entrant in entering the Competition, including as a result of any entrant winning or not winning any prize.
19. Sheppard Cycles New Zealand accepts no responsibility for Entries lost, damaged or delayed in the post, or due to computer error in transit. Entries made online using methods generated by a script, macro or the use of automated devices will be void.

### **Intellectual Property Rights and Data Protection**

20. You agree that Sheppard Cycles New Zealand (and any third party authorised by Sheppard Cycles New Zealand) may use your Entry (whether or not it wins the Competition) for any promotional purpose (for example, placing it on affiliated websites, Facebook page or on any poster, leaflet or other advertising media). You confirm that your Entry is original that you own and have the right to license to Sheppard Cycles New Zealand the copyright and other intellectual property rights in the Entry for the purposes referred to in these Rules. You will retain ownership of copyright in your Entry but you give Sheppard Cycles New Zealand (and any third party authorised by Sheppard Cycles New Zealand) your irrevocable permission to use, reproduce, publish, display, transmit, copy, amend, store, sell and sub-licence your Entry worldwide for such promotional purposes and for the purposes of the Competition.
21. Sheppard Cycles New Zealand will use any personal information that you provide with your Entry for the purposes of the Competition and, where you have given your consent, for marketing purposes including the distribution of regular email updates or newsletters. Any personal information relating to entrants will be used solely by us in accordance with applicable data protection legislation.

22. All Prize-winners unconditionally agree (as a condition of accepting any prize) to: (a) the use of their name, one or more photographs of themselves and disclosure of their county of residence and (b) co-operate with or participate in any other reasonable post-Competition publicity.

#### **Governing Law and Jurisdiction**

23. The Rules and any dispute or claim arising out of or in connection with them or their subject matter (including the Competition), existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with New Zealand law and with Australian law.
24. The Courts of New Zealand and the courts of Australia shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with the Rules or their subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims).

#### **Copies of these Rules**

25. A copy of these Rules may be obtained by sending a stamped addressed envelope to: [Name of Competition], Sheppard Cycles New Zealand, 25 Levene place, Mount Wellington, Auckland, 1060, New Zealand