

## School-gen Crunch Time Competition – June/July 2019

### Terms & Conditions

#### Background

School-gen are running two Crunch Time competitions; one for individual players and one for multiplayer.

1. These terms (“**Terms**”) govern both School-gen Crunch Time competitions (“**Competition**”).
2. The promoter of the Competitions is Genesis Energy Limited.
3. The Competitions are open from Friday 7 June 2019 to 5pm Wednesday 10 July 2019.

#### Eligibility

4. The Competitions are open to any New Zealand resident who registers on the Crunch Time game as an individual or who creates a classroom to play using the multiplayer function.
5. Genesis reserves the right, at any time, to disqualify or exclude an entry from the Competitions 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 these Competitions, individuals posting descriptions or pictures of their Crunch Time game time 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 these Competitions, or any technical malfunction, delay or loss of data that may result in the failure or delay of the entry into these Competitions.

#### Competition Details

9. To enter the Individual competition a person must register on the Crunch Time game (guest users are not included in the competition) and play. Each time the user logs in and plays a new game counts as an additional entry. To gain an additional 10 entries into the Individual competition, the person must post a comment or picture on the School-gen Facebook page describing or showing them playing the Crunch Time game.
10. To enter the Multiplayer competition, a teacher must register a classroom, identify the school and then play as a class. Each time the class plays the multiplayer game counts as an additional entry (even if it's a different classroom name in the system). To gain an additional 10 entries into the Multiplayer competition, the teacher must post a comment or picture on the School-gen Facebook page describing or showing them playing the Crunch Time game.
11. The draw for both the Individual and Multiplayer competitions will take place on Thursday 11 July 2019.
12. The Winners **for both the Individual and Multiplayer competitions** will be **advised via email on Thursday 11 July**. If for some reason any winner does not claim their prize within 10 working days from Thursday 12 July, a further draw will be made and the prize reallocated.
13. The judge's decision is final and no correspondence will be entered into.

#### Prizes

14. All entries in the Individual competition will go in the draw to win either one of six Bee-Bots.
15. All entries in the Multiplayer competition will go in the draw to win either First Prize of a STEM starter kit from PB Technology which includes a Makey Makey STEM Pack, Meet Edison Education

School STEM Bundle, Sphero Bolts, Makeblock Robot Kit, Makeblock Ranger Robot Kit and Makeblock Neuron and a Second Prize of a Makeblock Education School STEM bundle.

16. Genesis will not be liable for any loss, theft or damage to any Product in the course of or post-delivery.

17. The Prize will be forfeited if a Winner:

- a. is unable to be notified within 10 working days of being notified;
- b. cannot be verified;
- c. is found to be ineligible for either the Individual or Multiplayer 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.

18. If a 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.

19. No financial or other consideration will be awarded to the forfeiter.

### **Liability**

20. 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**

21. 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.

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

### **Social Media Platforms**

23. 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.

24. 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**

25. 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**

26. 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.
27. All decisions of Genesis in relation to the Competition are final and binding and no correspondence will be entered into.
28. Genesis may change these Terms at any time without prior notice.
29. 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.
30. By participating in the Competition, you accept and agree to be bound by these Terms and any other applicable terms and conditions.