

Terms & Conditions

Background

School-gen is running a competition called “Get Scratch-ing with School-gen” for individuals and classes within schools and using the free MIT Scratch platform.

1. These terms (“**Terms**”) govern the School-gen Get Scratch-ing competition (“**Competition**”).
2. The promoter of the Competition is Genesis Energy Limited.

Eligibility

3. Entry into the Individual Competition is open to any New Zealander under 18 years of age.
4. Entry into the School Class Competition is open to any New Zealand school registered with the Ministry of Education.
5. Genesis reserves the right, at any time, to disqualify or exclude an entry from the Competition 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 this Competition, individuals or schools providing links to their projects on the Scratch platform give Genesis Energy the right to use that entry on the School-gen website or Facebook generally without limit in time.
8. Genesis is not liable or responsible for any late, lost, misdirected or incorrectly entered entries to this Competition, or any technical malfunction, delay or loss of data that may result in the failure or delay of the entry into the Competition.

Competition Details

9. The Competition is open from Monday 22 March 2021 to 5pm Friday 16 April 2021.
10. Individuals enter by providing School-gen with a link to their Scratch sailing themed project via info@schoolgen.co.nz.
11. A teacher may enter their class’ sailing themed projects by providing a link to their Scratch classroom via info@schoolgen.co.nz.
12. All individual entries will go in the draw to win a Sphero Bolt and an Apple iPad Mini (“**Individual Prize**”). All Class entries will go in the draw to win one Sphero Bolt Education Power Pack (“**Class Prize**”). Together, the Individual Prize and Class Prize shall be referred to as the “Prizes”.
13. The draw will take place on Friday 30 April 2021.
14. The Winners will be contacted via email during the week of 3 May 2021.
15. The judge’s decision is final, and no correspondence will be entered into.

Prizes

16. The Individual entrant winner will receive the Individual Prize.
17. The Class entrant winner will receive the Class Prize.
18. Genesis will not be liable for any loss, theft or damage to any Prizes in the course of or post-delivery.
19. The Prizes will be forfeited if a Winner:
 - a. is unable to be notified within 5 working days of being notified;
 - b. cannot be verified;
 - c. is found to be ineligible for the 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.
20. If the Prizes are 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 respective Prizes.
21. No financial or other consideration will be awarded to the forfeiter.

Liability

22. Genesis makes no representation as to the Prizes' 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 and the Prizes.

Marketing and Promotion

23. 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.
24. The Winners agree to participate in any publicity arrangements the Genesis Energy may reasonably require.

Social Media Platforms

25. 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 Competition. Any information provided in relation to the Competition is provided to Genesis, and is not provided to Facebook.
26. 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 is not provided to Alphabet.

Privacy

27. 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>.
28. 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

29. 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 the Prizes or services provided to you by any of our suppliers.
30. All decisions of Genesis in relation to the Competition are final and binding and no correspondence will be entered into.
31. Genesis may change these Terms at any time without prior notice.
32. Genesis reserves the right, in its sole discretion, to cancel, terminate, withdraw, modify or suspend the Competition (or any part of the Competition, including the Prizes), or invalidate any individuals or schools from the Competition (or any part of the Competition), at any time without prior notice.
33. By participating in the Competition, you accept and agree to be bound by these Terms and any other applicable terms and conditions.