

# Genesis Energy School-gen Promotion Terms and Conditions

15 April 2021.

1. Genesis Energy may hold promotions on its School-gen page or on the Genesis School-gen Facebook page (each a "Promotion") when, and for promotional periods, as decided by Genesis Energy in its sole discretion.
2. Unless otherwise stated in the Promotion, a Promotion is open to any New Zealand resident who has followed entry instructions for the applicable Promotion ("**Participant**").
  - a. Each Participant can only enter each Promotion once unless otherwise stated.
  - b. The Participant is deemed to be the owner of the email or the Facebook account or Mind Lab Kids account through which the entry was made. Genesis Energy takes no responsibility for any dispute arising between the deemed Participant and any other party who may have submitted the entry.
  - c. Genesis Energy reserves the right to request proof of a winner's eligibility in the event there is doubt over their eligibility for the entry into the promotion, and to disqualify any Participant who tampers with, or otherwise benefits from, the tampering of the entry process or the operation of the Promotion.
  - d. Genesis Energy employees, contractors, agents and their immediate families are not eligible for entry into the Promotion.
3. The Prize(s) will be specified in each Promotion.
4. The Prize winner(s) will be drawn randomly within five business days after the end of the Promotion and will be notified by email or by private message on the winner's Facebook account. Winner(s) must be New Zealand residents. If a Prize winner cannot be contacted within 5 days or are not eligible to win the Prize, that Prize will be redrawn until a winner for that Prize is drawn and notified. The judge's decision is final and no correspondence will be entered into.
5. If the Prize includes voucher(s):
  - a. The Provider of the vouchers may specify terms and conditions and /or an expiry date which apply to the voucher.
  - b. Genesis Energy will confirm with the applicable winner how the vouchers will be delivered.
6. If the Prize includes a physical prize:
  - a. Genesis Energy will confirm with the applicable winner how the prize will be delivered or can be picked up.
  - b. Genesis Energy makes no representation as to the safety, energy efficiency or other matters in respect of the Prize. The winner assumes all risks for the Prize following taking possession of the Prize.
  - c. If the Prize is unavailable, Genesis Energy reserves the right to substitute the Prize with a prize to the equal value and/or specification.
7. Each winner's name, details and photograph may be used by Genesis Energy and/or Genesis School-gen for promotional purposes and each winner agrees to participate in any publicity arrangements that Genesis Energy may reasonably require. Winners will be announced on Genesis Energy's or Genesis School-gen's Facebook page and may also be included on Genesis Energy's or Genesis School-gen's website. Each winner provides Genesis Energy with

a perpetual, non-exclusive, royalty free and transferable license to use and reproduce any photographs, media coverage or other promotional material relating to their win.

8. All entries into a Promotion become the property of Genesis Energy. Genesis Energy will keep the personal information it holds in accordance with its Privacy Policy, which is available to view at [www.genesisenergy.co.nz/privacy-policy](http://www.genesisenergy.co.nz/privacy-policy). Participants and winners should be aware that information provided as part of the Promotion may be publicly available to other members of the public on Facebook.
9. Participants acknowledge that the Promotion is not sponsored, endorsed, administered by, or associated with Facebook and that Facebook has no liability to Participants in relation to the Promotion. Participants and winners agree to fully release Facebook from any and all liability in relation to your participation in this promotion. All information Participants provide in connection with this promotion is to Genesis Energy and not to Facebook.
10. The Promoter may cancel, terminate, modify or suspend the Promotion or these Terms and Conditions at any time and for any reason before the end of the Promotion and shall not be liable to any Participant or winner for any loss or damage incurred as a result.
11. Subject to any applicable law which cannot be excluded, Genesis Energy, its employees and agents, and any third party provider of Prizes shall not be liable for any loss, damage or injury suffered or sustained (including but not limited to direct or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with the promotion or the Prizes. Genesis Energy takes no responsibility for lost, damaged, misdirected, late, invalid redemptions, ISP costs, for omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access the Genesis Energy Facebook page or any other error or malfunction.
12. The promoter of the Promotion is Genesis Energy Limited, Level 6, 155 Fanshawe St, Auckland CBD 1010.
13. A Prize is not transferable, refundable nor redeemable for cash.
14. A Prize is not available in conjunction with any other offer from Genesis Energy.
15. Entry into a Promotion Offer implies full acceptance of these terms and conditions. If a winner does not accept these terms and conditions, the Prize will be forfeited.