

## TERMS AND CONDITIONS

1. All information on how to enter and prizes forms part of these terms and conditions.
2. By entering this promotion entrants agree to be bound by these terms and conditions.
3. Entry is open to New Zealand residents only. Employees of the Promoter and any agencies associated with this promotion and their immediate families are ineligible to enter.
4. The promotion runs from 9am on 5 February 2010 to midnight on 14 March 2010.
5. The prizes are as follows;
  - **If you pledge to spend more time with the kids the following prize is available to be won:**
    - Prize: A year's family pass for a calendar year commencing from day of redemption to the Auckland Zoo to the value of \$180. This pass is valid for 2 adults and up to 3 children for unlimited use. For full terms and conditions go to <http://www.aucklandzoo.co.nz>.
  - **If you pledge to go Eco friendly the following prize is available to be won:**
    - Prize: \$200 Eco Store voucher.
  - **If you pledge to make more time for me the following prize is available to be won:**
    - Prize: A year's Weekend Herald and Herald on Sunday subscription to the value of \$254.80 (commencing 1 April 2010 and ending 29 May 2011).
  - **If you pledge to get fitter the following prize is available to be won:**
    - Prize: \$250 Rebel Sports voucher
  - **If you pledge to start saving the following prize is available to be won:**
    - Prize: A month's discovery pass for one adult to the value of \$210 which can be used on the following operators: North Star, GO WEST, Metrolink, Waka Pacific & LINK, Howick & Eastern Buses, Birkenhead Transport, Urban Express, Ritchie's Transport Holdings, Veolia Transport Auckland, Fullers. (Go to <http://www.maxx.co.nz/pricing-passes/types-of-tickets/monthly-discovery-pass.html> for terms and conditions of the pass and full details). In the event that this pass does not cover the winner's public transport travel needs for a month then the value of the discovery pass (being \$210) can be put towards alternative travel for a month, providing that all such travel is within the Auckland region and is provided by one of the operators participating with the Auckland Regional Transport Authority.
  - **If you pledge to Explore Auckland the following prize is available to be won:**
    - Prize: A scenic helicopter ride for you and a friend over Auckland to the value of \$390.
6. To enter one of the 6 draws to win the associated prize (described at clause 5 above) click enter from the banner on the homepage of the MAXX website. Follow the instructions and fill in all the required fields. Once you have selected your pledge you need to enter your name, email address and confirm you have read and accept the terms and conditions and click SUBMIT. Entries will

not be accepted from entrants who do not complete all required fields. Each correctly submitted entry received by the Promoter before midnight on the 14 March 2010 is eligible for the draw.

7. You may submit a maximum of 6 pledges (1 pledge in each of the 6 categories of pledges).
8. Entries submitted which enclose partial information, are submitted by or through dishonest means, fraud or other illegal activity, or entries not complying with these terms and conditions, are invalid. Entries received after midnight on 14 March 2010 are invalid.
9. The winner of each of the family pass to the Auckland Zoo for one year, the \$250 Rebel Sports Voucher, the New Zealand Herald and Herald on Sunday subscription, the ARTA monthly discovery pass, the \$200 Eco Store voucher and the scenic helicopter ride over Auckland prizes will be the first valid entry drawn from all eligible entries submitted under the pledge category associated with each of those prizes.
10. The winners will be announced on 15 March 2010. The winners will be notified by email to the contact details supplied at the time of entering. If the Promoter is unable to contact any prize winner within 14 days of the date of the draw, the winner will be deemed to have forfeited their prize and the Promoter will select a new winner on the same terms as the original draw.
11. The use and redemption of all prizes is subject to the usual terms and conditions of sale for the relevant prizes.
12. The competition is open to participants of all ages however, if a particular prize is restricted to a specific age group and the winner of the prize is under the specified age the prize will be awarded to a parent or guardian of the winner.
13. The Promoter is not responsible if a prize winner or his/her chosen companion cannot attend a prize event or make use of a prize for any reason. The prize winner is responsible for all costs and expenses associated with redemption of the prize and for all costs incurred in excess of the value of the prize. Prizes, unless otherwise arranged, must be collected from the Promoter, Auckland Regional Transport Authority, 21 Pitt Street, Private Bag 92236 Auckland. ID must be shown to prove identity matches that of the winning entry.

#### **Further prize post campaign**

14. There is a further prize of 2 night's accommodation for 2 people at The Boatshed - Boutique Seaside Hotel, Waiheke Island. Accommodation is in one of the 'Boatsheds' and inclusions are as follows:
  - A private candle lit dinner for two
  - Wine on arrival
  - Picnic hamper on day of stay
  - Use of the Mini Moke togs for one day.The total package is to the value of \$1940.
15. To enter the draw to win this further prize, after you have successfully entered the pledge part of this promotion, email us at [pledge@maxx.co.nz](mailto:pledge@maxx.co.nz) with a testimonial of how you are getting on with your previously selected pledge. If you have selected more than one pledge then you can email about each individual pledge.
16. The winner (Selected Person) will be selected from the pool of all qualifying testimonial emails received at [pledge@maxx.co.nz](mailto:pledge@maxx.co.nz) by 30 April 2010. Selection is at the sole discretion of the Promoter, and will be based on the humour, originality and informative nature of the entrant's testimonial.
17. The Selected Person and other entrants may be given the opportunity to have their image and testimonial displayed on the maxx website.

18. If the Promoter is unable to contact any Selected Person within 7 days of the date of Selection, the Selected Person will be deemed to have forfeited their prize and the Promoter will select a new Selected Person on the same terms as the original selection.
19. If selected to appear on the maxx website the Promoter may shorten or otherwise amend the testimonial of any person in order that it can sensibly fit on the web page.
20. The final date of entry to win the further prize will be midnight on 30 April 2010.

**Further terms and conditions**

21. All persons whose entries are chosen to feature on the maxx website will provide a declaration verifying the genuineness of any testimonial that they provide, and such persons will make him or herself available to be photographed.
22. The Promoter reserves the right to choose not to display the image or testimonial of any person at any time, at its sole discretion.
23. The Promoter shall not be responsible if, for any reason beyond the Promoter's control, any prize or any part of a prize becomes unavailable.
24. The prizes are not transferable, exchangeable or redeemable for cash.
25. The Promoter takes no responsibility for lost, damaged, misdirected, late, illegible or incomplete registrations or entries, incorrect or inaccurate transcription of entry information, or for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures, failures of computer equipment or software, inability to access telecommunications network services, corruption of any format holding an entry, or any other error or malfunction.
26. All entries (including any intellectual property vested in any entry) become the property of the Promoter.
27. To the extent permitted by law, the Promoter and its associated agencies are not liable in any way (including, without limitation, in negligence) for any loss, damage or injury (including indirect and consequential loss) suffered or sustained in connection with participation in this promotion or the use of a prize.
28. The Promoter reserves the right to alter any aspect of the promotion at any time in its sole discretion.
29. The Promoter reserves the right to verify the identity of any winner or Selected Person. The prize winner will be the person whose name is registered against the pledge used to submit the winning entry. The Promoter takes no responsibility for any dispute arising in relation to the identity of any winner, or arising as a result of any person submitting an entry using an email address belonging to any other person.
30. The Promoter's decisions on all matters relating to this promotion are final and no correspondence will be entered into.
31. The Promoter collects and holds personal information provided with each entry to be used for the purposes of the promotion and in particular to notify prize winners, to verify the identities of Prize winners and to send emails to entrants with tips relevant to entrants' pledges. All personal information provided by entrants will be held by the Promoter at 21 Pitt Street, Private Bag 92236, Auckland. Under the Privacy Act entrants have the right to access and correct their personal information.

32. The Promoter will destroy all personal information once the prize has been collected (other than for entrants who have indicated that they wish to receive special offers, find out updates and information.)
33. Acceptance of a prize is deemed consent for the Promoter to use the winner's details and image for promotional and media publicity purposes without compensation.
34. The Promoter is the Auckland Regional Transport Authority 21 Pitt Street, Private Bag 92236 Auckland.