

Competition Rules

Hawke's Bay Marathon

**LIVE
HERE
GIVE
HERE**



DEFINITIONS

The '**Promoter**' is Hawke's Bay Foundation (HBF).

The "**Promotion**" is the competition for the Prize as set out in these terms and conditions.

ENTRY

1. The Promotion is open to New Zealand Residents only. Hawke's Bay Foundation employees, contractors and Board members and their immediate families are not permitted to participate in the Promotion.
2. The Promotion opens at 6.00pm on Saturday 13th April 2019 and closes at midnight on Sunday 21st April 2019.
3. Entry is limited to 1 entry per person.
4. HBF reserves the right to exclude any person from participating in the Promotion on reasonable grounds.
5. HBF reserves the right to refuse to award any Prize to an entrant who HBF decides (in its sole discretion) has violated the rules, gained unfair advantage in participating in the Promotion or won using fraudulent means.
6. By participating, entrants agree to participate in promotional activities leading up to and immediately after the marathon. By accepting the Prize, the winners grant HBF exclusive permission to use their names, characters, photographs, videos, voices and likeness in connection with the promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use. These will be published primarily via (but not limited to) social media and electronic and printed newsletters.

WINNING THE PRIZE

1. The Prize is for two entries to the Air New Zealand Hawke's Bay International Marathon on Saturday 18th May 2019. Winners may choose to participate in either 10km, ½ marathon or the full marathon.
2. Only the person who originally entered the Promotion can be awarded the Prize (the 'Winner').

3. The Winner will be drawn randomly by the Promoter, who shall for this purpose be deemed the judge (the 'Judge'), on Monday 22nd April 2019.
4. The Judge's determination of the Winner will be final and no correspondence will be entered into. The Winner will be notified by messenger and their name/s will be publicised on the HBF Facebook page.
5. Where attempts to contact the Winner fail (e.g. when the Winner has not responded after 3 days), the Judge will select another winner.
6. The Prize is not redeemable for cash or transferable. The promoter accepts no responsibility if the Prize becomes unavailable or the event is cancelled for any reason.
7. If the Winner is under the age of 18 years, their parent or legal guardian must give their prior written consent to the awarding of the Prize and participation in publicity.
8. The Winner takes the Prize entirely at his/her own risk and indemnifies HBF in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the prize. Where the Prize has associated terms and conditions the Winner accepts the Prize subject to those terms and conditions and restrictions.

ACCEPTANCE

1. Participation in the Promotion is deemed acceptance of these Terms and Conditions. If the Winner does not accept these Terms and Conditions the Prize will be forfeited.