

Terms and Conditions for Waterfall Park

Outdoor Yoga Giveaway

Facebook/Instagram Promotion

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. The promotion is open to New Zealand residents over the age of 18 years who live in the Queenstown region, with a current Facebook or Instagram account. Entrants must use their personal Facebook or Instagram account to enter the promotion. Employees of the Promoter and the immediate families of such employees, are not eligible to enter.
3. The promotion commences Thursday 28 February 2019 and closes midnight on Sunday 10th March 2019 (the **Promotional Period**).
4. To enter the promotion, you must either:
 - a) Like the 'Waterfall Park' Facebook account, leave a comment telling us your favourite yoga pose and tag two friends who you'd like to take with you to enjoy our **giveaway prize**.
 - or
 - b) Follow the 'Waterfall Park' Instagram account, leave a comment telling us your favourite yoga pose and tag two friends who you'd like to take with you to enjoy our **giveaway prize**.
5. The owner of the account tagged in the Facebook or Instagram Waterfall Park promotional post will receive one corresponding entry into the prize draw.
6. Entrants may enter the promotion as many times as they like, provided each entry is valid and received by the Promoter during the Promotional Period.
7. The winner will be determined by a random draw, which will take place on Monday 11th March 2019 at the Queenstown offices of Waterfall Park Developments Limited, at Unit 1, 26 Glenda Drive, Frankton. The winner will be randomly drawn from all eligible entries submitted and notified via either a Facebook or Instagram mail message, which will be sent to the respective account connected with the winning entry, by midnight Monday 11th March 2019.
8. In the event that an ineligible entry is drawn, or the winner fails to claim their prize within 24 hours of being notified by the Promoter, the Promoter may deem that winner's entry invalid and their prize forfeited, and select a new winner on the same terms as the original prize draw.
9. The prize comprises a one hour personalised outdoor yoga practise to be held on location at Waterfall Park on either Sunday 17th, Sunday 24th or Sunday 31st March 2019 as agreed by winner, followed by exclusive picnic refreshments for up to six people (the **Prize**). Details of access to Waterfall Park will be provided to the winner prior to the agreed date of event.
10. The Prize is not transferable, changeable or redeemable for cash. If a winner cannot accept the Prize for any reason, their Prize will be void and no compensation will be payable.
11. In the event that the Prize or any part of the Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative Prize.
12. Neither the Promoter nor any other entity associated with this promotion will be responsible for any late, lost, misdirected, corrupted, illegible, incomplete or incorrectly submitted entries for a Prize, including but not limited to entries for a Prize not received due to technical problems or

human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.

13. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
14. The Promoter reserves the right, at any time, to verify the validity of claims and determine the eligibility of entrants (including an entrant's identity) and to disqualify any entry or refuse to award the Prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
15. By entering this Promotion, entrants agree to the use of their names, photographs, and likeness for promotional/advertising purposes, and agree to make themselves reasonably available for this purpose. The ensuing copyright will rest with the Promoter, without any claim to compensation from the entrants.
16. All promotion entries become the property and copyright of the Promoter. By entering this promotion, entrants assign copyright in their entry to the Promoter.
17. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. All decisions made by the Promoter, its employees or agents are final and no correspondence will be entered into.
18. If the promotion is not able to operate as anticipated for any reason, the Promoter may amend, suspend or cancel any aspect of the promotion (including any Prize) at any time in its sole discretion.
19. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected ; (d) any variation in the Prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a Prize.
20. As a condition of participating in the Prize, the winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which the winner may incur arising out of their participation in the promotion and/or participating in the Prize, howsoever caused.
21. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.
22. The Promoter collects and holds personal information provided by entrants for the purposes of this promotion and for future promotional purposes. Failure to provide requested personal information may disqualify a person from being able to receive a Prize. All personal information provided by entrants will be held by the Promoter. Under the Privacy Act 1993, entrants have the right to access and request correction of any such personal information, and may do so by sending an email to enquiries@waterfallpark.nz.
23. The Promoter is Waterfall Park Developments Limited, Level 4, 10 Viaduct Harbour Avenue, Auckland 1010.