Terms and Conditions relating to MG Motor New Zealand "#MGSTREETSTYLE" Prize Draw

The promoter of MG Motor New Zealand "#MGSTREETSTYLE" Facebook and Instagram prize draw ("Prize Draw") is MG Motor New Zealand of Level 3, 272 Parnell Road, Parnell, Auckland, 1052 ("Promoter").

1. Eligibility

1.1. This Prize Draw is open to individuals residing in New Zealand over the age of 18 only.
1.2. To be eligible to win the main prize, entrants must hold a current full New Zealand driver’s licence, and be 21 or over.
1.3. Employees of the Promoter or any associated company and their immediate family as well as sponsors of the Prize Draw and their employees and judges of the Prize Draw and their immediate family, or anyone else involved in the organisation of the Prize Draw, may not enter the Prize Draw.
1.4. Entrants will require access to the internet to enter the Prize Draw.
1.5. Entrants must have their own active personal Facebook and Instagram account.

2. How to enter

2.1. To enter the Prize Draw entrants must use the hashtag #MGSTREETSTYLE on their PUBLIC Facebook and Instagram pages.
2.2. Entries must be made between 12.00pm (NZT) on 22 July 2019 and 12.00pm 18 August 2019 to be valid ("Prize Draw Period").
2.3. Entries received after the end of the Prize Draw Period will not be valid.
2.4. No bulk, third party or automated entries are permitted.
2.5. All entrants (including the winners) must comply with any reasonable directions given to him or her by the Promoter in connection with the Prize Draw. Failure to comply with such directions may result in an invalid Entry and/or withdrawal of the Prize.

3. Winner selection and contact

3.1. An independent panel of judges ("Judges") will select six (6) runner-up prize-winning entries based on criteria including originality. A public vote housed on woobox will decide the one (1) main competition winner.
3.2. The Judges shall have absolute discretion to choose the winning Entries and the
Judges' decision shall be final. No correspondence will be entered into in respect of any decision made in connection with this Prize Draw.

3.3. Within two (2) days after the end of the Prize Draw Period, the Promoter will "reply" or "comment" on the winning Entries and ask the winning entrants ("Winners") to provide the Promoter, via email to the email address provided by the Promoter, with details of their name and contact phone number ("Details"). Once the Details have been provided in the manner stipulated herein, the Promoter will arrange the prize details with the winners accordantly.

3.4. The Winner must provide the Details and hold a current New Zealand driver's licence in order to claim the Prize.

3.5. If the Winner fails to provide their Details to the Promoter within 48 hours of the Promoter "replying" or "commenting" on their winning Entry and asking them to provide the Details in accordance with clause 3.3, or does not provide proof of a current New Zealand driver's licence within this time then the Promoter acting in its absolute discretion may:

3.5.1. make further attempts to contact that Winner; and/or

3.5.2. withdraw the Prize from that Winner.

3.6. If the Prize is declined by the Winner or is withdrawn from the Winner by the Promoter under clause 3.5.2:

3.6.1. the declining or forfeiting Winner will continue to be subject to the provisions of these Terms and Conditions; and the Promoter may offer the Prize to a new Winner selected by the Judges in accordance with clause 3.

4. Prize

4.1. There is one (1) main prize available, with six (6) runner-up prizes available.

4.2. The main prize winner will win a MG3 car available for use for one (1) year. Plus, two (2) tickets to the Stolen Girlfriend’s Club New Zealand Fashion Week Show (Wednesday 28 August 2019), plus Flights (Tuesday 27 August and Thursday 29 August 2019) and Accommodation (Tuesday 27 August and Wednesday 28 August 2019) to Auckland for the winner and a plus one. The Main Prize winner must always comply with all insurance requirements during the period of the prize vehicle usage.

4.3 Six (6) additional winners will be chosen to receive tickets to the Stolen Girlfriend’s Club New Zealand Fashion Week Show (Wednesday 28 August 2019), plus Flights (Tuesday 27 August and Thursday 29 August 2019) and Accommodation (Tuesday 27 August and Wednesday 28 August 2019) for the winner and a plus one. ("Prize"). Transfers from the winner’s homes to the airport and from the airport to the hotel are at the winners’ responsibility and expense.

4.4. Should the winner be in a location without an airport, alternative transportation to Auckland will be arranged directly with the winner. Winners from Hamilton will be provided with a transport from Hamilton to Auckland.
4.5. The Prize is non-transferable and non-refundable and the Winner cannot request any alternative prize (cash or otherwise).

5. Winner publicity

5.1. The Promoter reserves the right to publish the Winner’s name and Entry (image) on the Promoter’s official social media accounts, including Twitter, Instagram and Facebook and on its website found at www.mgmotor.co.nz, as well as other New Zealand media as it chooses, including press, poster and magazines until 31 Dec 2019.

5.2. By entering the Prize Draw, if you are the Winner you agree to your Entry being published in accordance with clause 5.1 and to take part in and co-operate fully with all reasonable publicity accompanying or resulting from this Prize Draw without further recompense.

6. Entry requirements

6.1. Any Entry that is deemed by the Promoter, in its sole discretion, to be unlawful, obscene, vulgar, pornographic, hateful, threatening, discriminatory, offensive or which may otherwise bring the Prize Draw or Promoter into disrepute will be excluded from the Prize Draw and the Promoter reserves the right to take any further action in respect of such Entry that it deems appropriate.

6.2. The Promoter will fully co-operate with any law enforcement authorities or court order requesting or directing the Promoter to disclose the identity of or to locate anyone posting or linking any content to its Facebook or Instagram page which infringes any third party rights or is in breach of any of these Terms and Conditions or any applicable law.

7. Use and display of Entries and copyright

7.1. The copyright subsisting in the Entry must belong to the entrant. Entrants will retain copyright in the Entries they submit. Entrants must not have infringed the rights of any other party or breached any laws when submitting their Entries. If an Entry contains reference to or images of a person, the consent of that person must have been obtained.

7.2. By submitting an Entry:

7.2.1. you licence and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish and display such content for any purpose in any media including, but not limited to the Promoter’s website, social media accounts, marketing materials,
newsletters and promotional material without further compensation, restriction on use, attribution or liability;

7.2.2. you waive any moral rights or similar rights in respect of your entry to which you may be entitled (at the time of submission or in the future) under the Copyright, Designs and Patents Act 1988 as amended time to time or under any similar applicable laws in force from time to time in force anywhere in the world;

7.2.3. you warrant that the Entry is your original work, has not been copied, in whole or in part, from any third party and you have full authority to enter the Entry in the Prize Draw and to the rights granted in these Terms and Conditions;

7.2.4. you acknowledge that third parties will have access to and will be able to republish your Entry in accordance with the terms of use of the social media platform through which your Entry is submitted.

7.2.5 you acknowledge that MG will gather marketing data and personal information which will be held in accordance with The Privacy Act 1993

7.2.6 you acknowledge you are opting in to further communications from MG New Zealand, however such communications will comply with The Unsolicited Electronic Messages Act 2007, and you have the right to opt out of further communications at any time.

8. Liability

8.1 Except for death or personal injury caused by negligence of the Promoter or its agents or representatives or for fraud or fraudulent misrepresentation, neither the Promoter, nor its agents or representatives assume responsibility for:

8.1.1 any Prize that is not redeemed;

8.1.2 any personal property;

8.1.3 any loss of enjoyment or wasted expenditure;

8.1.4 any system failures or malfunctions of any third party websites;

8.1.5 any incomplete, lost, delayed or late Entries;

8.1.6 any failure to fulfil obligations of any third parties involved in this Prize Draw;

8.1.7 any fault, malfunction, damage, loss or disappointment suffered by the participants in the Prize Draw howsoever arising from participating in the Prize Draw;

8.1.8 communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of this Prize Draw;

8.1.9 inaccessibility or unavailability of the internet, or any website (including without limitation any social media web sites) or any combination thereof through dial up, broadband, mobile internet or WAP connections;

8.1.10 any injury or damage to a participant which may be related to or arising from the Prize
8.1.11 if for any reason the Prize Draw or any website in connection with the Prize Draw is not capable of running as planned for reasons which may include without limitation, infection by computer, virus, tampering, unauthorised intervention, fraud, technical failures or any other causes which may corrupt or affect the administration security, fairness, integrity or proper conduct of this promotion; and/or

8.1.12 any other matter outside of their reasonable control.

8.2 Nothing in these Terms and Conditions affects your statutory rights.

8.3 To the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Terms and Conditions.

8.4 The winner agrees to indemnify and keep indemnified the Promoter, its group of companies and their officers, employees and agents from and against all liabilities, losses, damages and expenses (including legal and other professional fees) arising out of or in connection with any allegations or claims resulting directly or indirectly from:

8.4.1 their Entry into this Prize Draw; and/or

8.4.2 their receipt and use of any Prize.

9. Privacy

We may collect personal information from you, including information about your:

- name
- contact information
- location
- interactions with us

We collect your personal information in order to:

- send marketing information to you

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you’d like to ask for a copy of your information, or to have it corrected, please contact us at HelloNZ@smil.com

10. General

10.1 The Promoter reserves the right to cancel or amend the Prize Draw or these terms.

10.2 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants agree to release and indemnify Facebook from any liability occurring as a result of this promotion. Facebook and Instagram is not responsible for
providing any information in response to questions, comments or complaints regarding the promotion.

10.3 These terms and conditions are governed by the exclusive laws of New Zealand and come under the exclusive jurisdiction of the New Zealand courts.