



PROMOTION TERMS OF ENTRY

1. **Application and acceptance of Terms:** These Terms set out how we engage with you when we conduct our Promotions. Specific rules may also apply to individual Promotions and those will apply over any inconsistency with the terms set out below. When you enter a Promotion you accept these Terms and confirm that you are eligible to enter in accordance with the requirements set out in these Terms.
2. **Changes to these Terms:** These Terms were last updated on [4 August 2023]. We may change them from time-to-time. Please ensure that you are familiar with the latest version.
3. **Definitions:** In these Terms:
 - a. **Promotion** includes any promotion, draw or competition offered by Tui Tuia.
 - b. **Terms** means these Promotion Terms of Entry, as may be updated from time to time, and includes any specific rules advertised for a particular Promotion.
 - c. **Tui Tuia, our, us, we** means Tui Tuia | Learning Circle, as described below in clause 4.
4. **About us:** The Promotion is offered and managed by Tui Tuia | Learning Circle, a business unit of Auckland UniServices Limited (UniServices). UniServices is the wholly-owned subsidiary of the University of Auckland.
5. **Conditions of entry:** The Promotion is open to New Zealand residents aged 18 years or older, other than staff and family members of UniServices, the University of Auckland and other parties connected with the Promotion (e.g. sponsors and advertising agencies). Only one entry per person is permitted, unless otherwise stated in the specific rules for the Promotion. We are entitled to rely on your contact information as correct and up-to-date for the purposes of contacting you in connection with the Promotion.
6. **Costs of entry:** No purchase is necessary for entry, unless otherwise stated in the specific rules for the Promotion. You are responsible for SMS text message costs where applicable.
7. **Award:** The winner of the Promotion will be determined in accordance with the specific rules for the Promotion, or at random if there are no specific rules. Tui Tuia's determination of the winner is final and no correspondence will be entered into in connection with the decision. Only the original entrant may be awarded the prize. We will notify the winner via the contact details that they have provided for that purpose.
8. **Prize:** The prize cannot be redeemed for cash and is not transferable.
9. **Refusal/Confirmation:** We may refuse to award the prize to a person who is ineligible for entry under these Terms, has not complied with these Terms or for other reasonable grounds (e.g. where an entrant has gained unfair advantage in participating or won using deceptive or fraudulent means). We may ask you to confirm your identity before

awarding the prize where relevant in helping us determine your eligibility or compliance with these Terms.

10. **Alternative winner:** We reserve the right to select an alternative winner in the circumstances under clause 9, or where we have been unable to readily locate the original winner (e.g. the original winner is not present in person to claim the prize at a live draw or we have not been able to contact the original winner within three attempts at the phone number provided for this purpose).
11. **Marketing/Promotion:** We may use your name and image to announce you as the winner of the Promotion, including in connection with further related promotional purposes for Tui Tuia.
12. **Privacy:** We may use your contact information for related marketing purposes. Further information on your privacy rights and how we use and protect your personal information in connection with this purpose is set out in our Privacy Policy.
13. **Exclusions:** As far as possible, we exclude our liability in connection with the merchantability of the prize or similar. We do not accept liability for failure to complete a Promotion for circumstances outside our reasonable control.
14. **General:** These Terms and the Promotion are governed by New Zealand law.