

Terms & Conditions — “Win the Ultimate Bay to Remember” Competition

1. Promoter

The promoter of this competition is **Hawke’s Bay Tourism Limited** (“Promoter”), based in Hawke’s Bay, New Zealand.

2. Eligibility

- Entry is open to all **New Zealand residents aged 18 years and over** as of 20 November 2025.
 - Employees, contractors, or immediate family members of Hawke’s Bay Tourism, its agencies, or campaign partners are **not eligible** to enter.
 - By entering, participants agree to be bound by these Terms & Conditions.
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3. Promotional Period

The competition begins **Thursday 20 November 2025** and closes at **11:59 pm NZST on Monday 31 March 2026**.

Entries received outside this period will not be eligible.

4. How to Enter

- To enter, participants must complete the official **Google Form** linked on the Hawkes Bay Tourism website *Bay to Remember* page and share details of their own “**Ultimate Bay to Remember**” experience in 150 words or less.
- Only one entry per person will be accepted.
- Incomplete or illegible entries will be deemed invalid.

ENTRY REQUIREMENTS

- Participants must enter valid details at the time of registering on the website.

- Entries shall not contain material that violates the law or otherwise infringes any third party's rights, including but not limited to privacy, publicity, intellectual property rights, or any other third party proprietary rights
- Entries cannot contain material that is offensive inappropriate, or defamatory, or that disparages the Promoter or contains any other content otherwise prohibited by or contrary to the laws of New Zealand
- Entry that is determined by the Promoter in its sole discretion at any time during the Promotion to violate the Entry Requirements or these Terms and Conditions, or to otherwise be unsuitable, offensive or in poor taste, may be rejected and the accompanying Participant is disqualified.

5. Prize

- The winner will receive “**The Ultimate Bay to Remember**” experience, valued at **up to NZD \$5,000**, to be redeemed on approved **Hawke's Bay Tourism experiences, accommodation, dining, and/or activities**.
- The Promoter will work with the winner to plan their experience; however, **not all requests can be guaranteed** and are subject to availability and supplier agreement. The Promoter does not provide any guarantees or warranties that any experiences will be available.
- The prize is **not transferable, refundable, or redeemable for cash** in whole or in part.
- The prize must be **redeemed in full by 31 December 2026**. Unused portions will be forfeited.

6. Winner Selection & Notification

- The winner will be drawn at random by the Promoter from all eligible entries by **3 April 2026**.
- The Promoter's decision is final, and binding and no correspondence or communication will be entered into.
- The winner will be drawn at random by an independent third party and will be published on our website and on our social channels.
- The winner will be contacted via the contact details provided in their Google Form submission. The Participant is responsible for ensuring that the details provided are accurate and up to date.
- The Participant consents to receiving electronic messages (via email or text) in relation to the promotion and any future promotional material from Hawke's Bay Tourism Limited.
- The winner must **respond within 48 hours** of notification. If the winner cannot be reached, fails to respond, or declines the prize, a replacement winner may be re-drawn at the Promoter's discretion.

- The Promoter will use its best endeavours to contact the winner, however it will not be liable in the event if the message does not reach such potential winner on any account whatsoever.

7. Use of Entries & Publicity

- By entering, participants consent to Hawke's Bay Tourism using **only their submitted "Ultimate Bay to Remember" story (150 words or less) and first name** for promotional purposes — such as social media posts, campaign marketing, or editorial content — without further notice or compensation. Subject to the below, no other personally identifiable details such as email address, phone number, age, or gender will be published or shared publicly.
- The winner and their guest/s agree that their **name, image, and "Ultimate Bay to Remember" experience** may be used by Hawke's Bay Tourism for publicity purposes, including photography and videography during the experience.
- The winner may be **accompanied by a photographer or videographer** during some components of their experience. All resulting materials become the property of the Promoter and may be used in future marketing and the Participant consents to such use.
- Participants retain ownership of their original content but grant Hawke's Bay Tourism a **perpetual, royalty-free, worldwide licence** to use, modify, and publish the material for campaign purposes.

8. Privacy

- Personal information provided will be collected, stored and used by Hawke's Bay Tourism Limited for the purpose of administering this promotion and future campaign communications, including for publicity purposes.
- Entrants may access and request correction of their personal information in accordance with the **Privacy Act 2020**.
- Personal information will not be shared with third parties except as required to fulfil prize arrangements.
- Hawke's Bay Tourism Limited's Privacy Policy can be found on its website at: [insert address link].

9. General Conditions

- The Promoter reserves the right to verify the validity of entries and entrants and to disqualify any individual who tampers with the entry process or acts in breach of these Terms & Conditions.
- The Promoter reserves the right to **cancel, terminate, modify, or suspend** the promotion if circumstances arise beyond its control, including but not limited to **natural disasters, weather events, public health restrictions, supplier cancellations, or other force majeure events.**
- The Promoter accepts no responsibility for late, lost, misdirected, or incomplete entries or for any technical issues that prevent an entry from being received.
- The Promoter makes no commitment, express or implied, to respond to any feedback, suggestion and, or queries of the Participant in any form whatsoever.
- The Promoter makes no representations or warranties of any kind express or implied, regarding any prize or your participation in the promotion.
- The Participant agrees and acknowledges that participation in any activity undertaken as part of any prize is at their own risk and that the Promoter is not responsible or liable for the activities provided by any third party supplier. The Participant must comply with any terms or instructions from third party suppliers in connection with any activity.
- The Promoter will not be liable for any loss, damage, or injury suffered (including, without limitation, indirect or consequential loss) as a result of the Participant accepting or using the prize, except for any liability that cannot be excluded by law.
- The Promoter reserves the right to substitute any element of the prize with an alternative of equal or greater value if required.

10. Governing Law

This promotion is governed by the laws of **New Zealand**, and any disputes will be subject to the jurisdiction of New Zealand courts.

Promoter:
Hawke's Bay Tourism Ltd
Napier, New Zealand