

## **Emotional Support Bits Promotion - Terms and Conditions**

These terms and conditions of participation relate to Emotional Support Bits (Promotion). Information on how to participate forms part of these terms and conditions. Participation in the promotion is deemed acceptance of these terms and conditions.

### **PROMOTION**

1. The Promoter is Sexual Wellbeing Aotearoa of Level 2, 205 Victoria Street, Wellington 6011, New Zealand (The Promoter). Entries should not be sent to the address of the Promoter.

2. The Promotion commences at 10.00am on Wednesday 11<sup>th</sup> December 2024 and concludes at 4.00pm on January 30<sup>th</sup> 2025 (Promotion Period).

### **ELIGIBILITY**

3. The Promotion is open to people 16 years and older (The Participant) within New Zealand. The directors, management and employees (and their immediate families, including their children and other persons residing in their household) of the Promoter, their related entities, corporations or franchisees, are ineligible to participate in the Promotion.

### **HOW TO REDEEM**

4. Submit your drawing and details via the online form at [www.sexualwellbeing.org.nz/bits](http://www.sexualwellbeing.org.nz/bits)

### **PLUSH TOYS**

5. There will be a minimum of 10 winners selected, maximum 20. Winners will be notified by Instagram DM, If there is no response in 72 hours a new winner will be drawn. Each winner will receive a coloured plush toy based on their submitted drawing. Sexual Wellbeing Aotearoa and their Partners reserve the right to select the colouring of the plush toy. The plush toy will be up to 60cm in length.

Plush toys are not transferable, changeable or redeemable for cash.

6. Photographs will not be accepted as a valid entry.

7. Neither the Promoter nor any entity associated with this promotion accepts responsibility for late, lost, or misdirected entries or submissions by a Participant.

### **GENERAL**

9. Participants must not:

- engage in any conduct that may jeopardise the fair and proper conduct of the promotion;
- act in a disruptive, annoying, threatening, abusive or harassing manner toward the Promoter's staff, officers or representatives;

- do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with the Promotion;
- breach any law; or
- behave in a way that is otherwise inappropriate.

10. Any person suspected of cheating in the reasonable opinion of the Promoter through the manipulation of entry, otherwise fraudulently falsifying data, or acting fraudulently in any way in the reasonable opinion of the Promoter, will be unable to participate in the Promotion and damages may be sought.

11. The Promoter's decisions are final, and no correspondence will be entered into.

12. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

13. The Promoter and the agencies and companies associated with the Promotion are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, or damage suffered in connection with the Promotion or any Plush Toy, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

16. Participants consent to the Promoter using their name, likeness, image, Plush Toy image and/or voice (including photograph, film and/or recording of the same) in any media for a reasonable period without remuneration for the purpose of promoting the Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. Participants agree to make themselves reasonably available for this purpose.

17. The Consumer Guarantees Act 1993 grants certain rights which cannot be excluded or limited. These rights include statutory guarantees that any goods or services provided will be of acceptable quality and fit for purpose, and that any services will be rendered with due care and skill. These Terms and Conditions do not, and do not intend to, exclude or limit those statutory rights in any way. However, to the extent that is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, under laws other than the New Zealand Consumer Guarantees Act 1993 regarding the quality or suitability of any items awarded as part of this Promotion and will not be responsible for breach of such representations or warranties.

18. If, for any reason beyond the Promoter's reasonable control, any aspect of the Promotion is not capable of running as planned, or the conduct or operation of the Promotion is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, acts of Government, civil unrest, strikes, pandemics, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right to, in its sole discretion, cancel, terminate, modify, suspend or recommence the Promotion, or invalidate any affected transactions, at any time without prior notice, subject to any applicable law.

19. This promotion is not affiliated with or endorsed by any owners, producers, or manufacturers of board games, their licensees, or any other third party. All trade marks are the property of their respective owners.