



TERMS AND CONDITIONS
OCT 2016

GENERIC TOE RAG PRODUCTIONS PROMOTION TERMS & CONDITIONS

Definitions

'Toe Rag Productions' means all companies in the Toe Rag Productions Group including but not limited to Toe Rag Productions Limited and The Café show. The 'Promoter' is Toe Rag Productions Ltd, and all associated sponsors.

'Disqualified Participants' are:

(a) all Toe Rag Productions employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families;

(b) all people under the age of 18 years where the prize incorporates air travel, alcohol or any other element which would be illegal to supply to a person under the age of 18 years.

'Immediate Families' include spouses, Grandparents, Parents, Children, and Grandchildren whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

Entry

1. These Promotion or Competition Rules ('the Rules') apply to all Toe Rag Productions Promotions or Competitions (collectively 'the Promotion') conducted on or off air and by means of any medium – radio, television, print, telephone or computer. The Rules may change from time to time.

2. If a particular Promotion has specific rules or terms those specific rules or terms will apply if there is any inconsistency with the Rules.

3. Unless otherwise stated in the abovementioned specific rules or terms, registration, entry or vote is limited to 1 per person. Where multiple registrations, entries or votes are acceptable, each must be made separately.

4. Entry into the Promotion is deemed to be acceptance of the Rules and confirmation that the entrant has the necessary authority (for example from the bill payer or owner of a telephone) to enter the Promotion.

5. The Promotion is open to New Zealand Residents only. Disqualified Participants may not enter in the Promotion.
6. Toe Rag Productions reserves the right to exclude any person from participating in the Promotion on reasonable grounds.
7. Toe Rag Productions reserves the right to refuse to award any prize to an entrant who Toe Rag Productions decides (in its sole discretion) has violated the Rules, gained unfair advantage in participating in the promotion or won using fraudulent means.
8. By participating, entrants grant Toe Rag Productions exclusive permission to use their names, characters, photographs, voices and likeness in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use.
9. All entrant personal details must be valid and up to date and will be held by Toe Rag Productions and may be used for the purpose of the Promotion and for future promotion and marketing purposes in accordance with Toe Rag Productions Privacy Policy (see www.ToeRagProductions.co.nz) unless otherwise directed by entrants at the time of entry.
10. When submitting entry via text, the telephone number from which the entry was made will be stored in a database. The participant has a two-business-day period from the time of entry to request removal from the database. If no request is made it is deemed acceptance that the information can be used at the discretion of Toe Rag Productions and/or any other company associated with the Promotion.
11. Personal information provided at the time of entry is presumed to be true and, in the case of text or email notification – active, through to and beyond the date of the Promotion's completion.
12. Where the Promotion involves texting, the following apply:
 - a) Any form of automated text message is invalid
 - b) Toe Rag Productions takes no responsibility for text costs incurred after the Promotion has closed as stipulated in the Promotion Terms and Conditions.

Winning the Prize

13. Only the person who originally entered the Promotion can be awarded the prize ('the Winner').

14. The Winner will be determined in the manner set out in the Promotion Terms and Conditions – if not specified then as determined by the Promoter who shall for this purpose be deemed the Judge.

15. The Judge's determination of the Winner will be final and no correspondence will be entered into.

16. The Winner will be notified by email, phone (voice or text) or mail and must be available for the preparation of all publicity that may be required by Toe Rag Productions. Where attempts to contact the Winner fail (eg when the Winner cannot be contacted by phone after three attempts or mail sent is returned) the Judge will select another winner. If, after successful notification, the prize is not collected within two months of being announced it will be regarded as forfeit. (Note: 3 attempts to contact will include individual calls to any numbers provided at the time of entry. However, should the prize's total worth equal less than NZD\$250 and be a live-to-air draw, only one failed attempt at contact will be acceptable before the Judge selects another winner.)

17. The prize is not redeemable for cash or transferable. No other family members, friends, office associates or any other person will be able to participate on the Winner's behalf. In the event that the prize specified in the Promotion becomes unavailable for any reason the Promoter may substitute a prize of like or equal value.

Where the prize incorporates air travel, unless otherwise specified the air travel is economy class.

18. Where the Winner is required to claim the prize in person and they must provide proper identification (eg driver's licence, passport, birth certificate). If the Winner is under the age of 18 years their parent or guardian must give their prior written consent to the award of the prize.

19. The Winner takes the prize entirely at his/her own risk and indemnifies Toe Rag Productions in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the prize. The Winner

is responsible for all insurance, tax or other costs that may be associated with the prize.

Toe Rag Productions Responsibility

20. Toe Rag Productions reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.

21. Toe Rag Productions takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, busy lines, inadvertent disconnection, texts with a misspelt keyword, texts to an incorrect shortcode, Acts of God or otherwise.

22. To the fullest extent permitted by law Toe Rag Productions will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or for personal injury as a result of Promotion entry or winning the Promotion prize.

23. Where the prize is to be supplied by an entity outside Toe Rag Productions control and that entity fails, for whatever reason, to supply the prize, Toe Rag Productions has no responsibility for the provision of the prize and is not obliged to provide an alternative prize or to take legal action to require the prize supplier to provide the prize.

Acceptance

24. Participation in the Promotion is deemed acceptance of these Terms and Conditions.