

Hāhā Wine – Hāhā Moment Promo

Terms & Conditions

1. Information on how to enter the Competition and prizes form part of these terms and conditions. By participating, entrants agree to be bound by these Terms and Conditions.
2. The promoter is Hāhā Wine Company Ltd, 27 Napier Road, Havelock North 4157, New Zealand.
3. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

Eligibility

4. Subject to clause 5, entry is open to anyone who, as at the time of entry, is:
 - (a) a New Zealand resident;
 - (b) 18 years of age or older; and
 - (c) living in New Zealand.
5. Employees of the Promoter and any agency associated with the Promotion, and the immediate families of such employees, are ineligible to enter.
6. As part of the Promoter's commitment to being a responsible producer and marketer of alcoholic beverages, it is part of the Promoter's policy not to award prizes to people who have prior criminal convictions, particularly (but not limited to) where those convictions involve anti-social or violent behaviour or drink-driving. Accordingly, you warrant that you do not have any previous criminal convictions (including for DUI, other alcohol related offences, or any other offences relating to anti-social behaviour).

Entry

7. Entry opens on the 13th February 2019 and closes on 13th May 2019 inclusive (the "Entry Period"). No entries will be accepted outside the Entry Period.
8. Entry is open to all persons who share their Hāhā moment on Facebook, like our page and enter on our website at www.hahawine.co.nz.
9. Limit of one entry per email address.

Prize

10. The Prize consists of three Hāhā Hamper packs, consisting of goods at the discretion of the Promoter.
11. Prizes are not transferable and not redeemable for cash. In the event that the Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
12. The Promoter will select the Hamper Pack prizes from all eligible entries and will be drawn each month during the entry period.

13. The Winner will be notified by email and will be asked to provide a physical address and contact details. The Winner will then be announced on the Hãhã Wine Facebook and Instagram pages.

14. If a Winner cannot be notified via email, or does not make contact with a Hãhã representative within 5 working days of notification, or cannot be verified (including where a Winner's age or place of residence renders an entrant ineligible to receive the Prize), has a criminal record, or is found to have otherwise breached any of these Terms and Conditions, his/her selection as a prize winner may be forfeited and an alternative winner may be selected at the Promoter's sole discretion. No compensation will be awarded to the forfeiter.

Content

15. When you submit any materials in relation to the Promotion including comments, ("Content"), you, unless the Promoter advises otherwise, license and grant the Promoter, its affiliates and sub-licensees a non-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, without compensation, restriction on use, attribution or liability. You agree not to assert any moral rights in relation to such use, where the moral rights in respect of the Content are yours to assert. You warrant that you have the full authority to grant these rights.

16. All entries submitted become the property of the Promoter. As a condition of entering into the Promotion, you license the Promoter and its authorised agents to use your entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. You also warrant to the Promoter that each entry submitted is an original artistic work that does not infringe the rights of any third party. You agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty.

17. You agree that you are fully responsible for the Content you submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. You warrant and agree that:

- (a) you will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;

- (b) you will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;

- (c) your Content shall not contain viruses or cause injury or harm to any person or entity; and

- (d) you will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems. Without limiting any other terms herein, you indemnify the Promoter for any breach of the above terms.

18. Entries will be reviewed periodically; however, such review does not relieve you from responsibility and compliance with these Terms and Conditions.

19. Entries that do not comply with these Terms and Conditions or that otherwise contain prohibited, or inappropriate content as determined by the Promoter, in its sole discretion, will be disqualified and removed. The Promoter may remove any Content without notice for any reason whatsoever and has the right to automatically exclude entries that contain questionable content related to offensive language and/or third party products without further consideration and at its sole discretion.

Privacy

20. Information from all entries will be collected and used for the purposes of conducting this Promotion (which may include disclosure to third parties for the purpose of processing entries, contacting the prize winner, communicating with entrants about the Promotion and otherwise conducting the Promotion) and for publicity purposes surrounding this Promotion. By entering this Promotion entrants consent to the use of their information as described.

General

21. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

22. The Promoter accepts no responsibility for late or misdirected entries. The Promoter accepts no responsibility for any failure to receive an entry as a direct or indirect result of a technical problem of any kind or any traffic congestion on the Internet or any website. Entries are deemed to be received at the time of receipt into the competition database, not at the time of transmission by the entrant. Errors and omissions will be accepted at the Promoter's discretion.

23. All decisions of the Promoter (including but not limited to selection of the prize winner(s)) are final and binding – no correspondence will be entered into.

24. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for claims, losses (including loss of opportunity), damages, injuries, costs and/or expenses, whether direct, indirect, special or consequential, suffered, sustained or incurred as a result of, or arising in any way out of, or in any way connected with, the Promotion or any prize.