

Terms and Conditions – “#TasteTauranga” Competition, Downtown Tauranga Promotion 2018

These Terms and Conditions relate to the “#TasteTauranga” Downtown Tauranga Competition (the Competition”) run by Mainstreet Tauranga Inc (“the Promoter”).

By entering the “#TasteTauranga” Downtown Tauranga Competition you agree to be bound by the terms and conditions set out below.

How to Enter:

1. The Competition can be entered by taking a photo of your meal or food item purchased in a Downtown Tauranga eatery during the month of August and uploaded to Instagram to #TasteTauranga with the name of the restaurant, bar or café that the item came from.
2. In order to take part in the competition participants must first have a valid Instagram account with a public profile and have agreed to the terms and conditions for Instagram (<http://instagram.com/about/legal/terms>)
3. Any food purchase qualifies for an entry in the competition if the food purchase is made from a participating restaurant, bar or café in Downtown Tauranga and was purchased and photographed in the month of August.
4. You can enter as many times as you like however an ‘entry’ is only valid if you have uploaded a unique image of your food time and included where you purchased it from and made the purchase in August.
5. By tagging an image with the #TasteTauranga, the owner of the image confirms that the image complies with all of the following conditions;
 - a. The image was taken at an eatery in the Downtown Tauranga boundary
 - b. The image was taken by the person who enters it into the competition
 - c. The image features no obscene, sexually explicit, violent or offensive content or material
 - d. The image does not breach any copyright or other third-party rights
6. The Promoter reserves the right to not display and/or remove any images uploaded and shared for the purposes of the competition for any reason whatsoever.
7. By uploading an image to Facebook and/or Instagram and sharing the image via the #TasteTauranga, the participant agrees and consents to the Promoter publishing the image at any time (without further notice to you), including for the purposes of promoting the Competition and/or Taste Tauranga and/or Downtown Tauranga via marketing materials and/or social media and online channels.
8. The participant agrees and confirms that by participating in the Competition it hereby transfers all copyright that subsists in the images to the Promoter and waives all moral rights to the images.
9. Competition closes midnight 31st August 2018.
10. The entrant must be that of an individual person (not a business, family or syndicate).
11. The Competition is in no way sponsored by Instagram
12. All images and/or information collected by the Promoter in the course of the Competition becomes the property of Downtown Tauranga (Mainstreet Tauranga Incorporated)

Prize:

13. There is one prize to be won and the winner will be drawn on Wednesday 5th September 2018 at 58 Devonport Road, Tauranga.
14. From all the entries one winner will be randomly drawn and the winner will win a \$200.00 voucher from a Restaurant in Downtown Tauranga of the winner's choice.
15. The prize consists of a \$200 voucher only and can only be from a restaurant, bar or café in Downtown Tauranga.
16. The Promoter will notify the winner. If the winner cannot be contacted and their identity verified to the Promoter's satisfaction within 4 days, the winner's entry will be void and another winner drawn.
17. The Promoter reserves the right to verify the validity of entries and to disqualify without notice any entry that is not in accordance with these terms and conditions.
18. The winner must provide proof of identification when collecting the prize.
19. By accepting the Prize, the winner agrees that the winner's name and photograph may be used for publicity and promotional purposes. The winner also agrees to participate in any publicity activities that the Promoter may reasonably require. The winner is not entitled to any payment or other compensation in connection with these activities.
20. The Prize is not exchangeable, transferable or redeemable for cash.

General:

21. By uploading and sharing your image(s) via Instagram with the hashtag #TasteTauranga you agree to participate in the Competition and accept the terms and conditions (if you do not agree to the competition terms and conditions, please do not participate by uploading images and sharing via the hashtag #TasteTauranga). Any image that is uploaded and shared that does not comply with the competition terms and conditions will not be valid and so will be deemed ineligible to be included in the competition.
22. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, servers or providers, or any combination thereof. Nor is it responsible for any incorrect or inaccurate information caused by any of the equipment or programming associated with or utilised in the Competition, or by any technical error that may occur in the course of the administration of the Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission communications line failure, theft or destruction or unauthorized access to alter or alteration of entries.
23. The Promoter takes no responsibility for lost, damaged, misdirected, late, illegible or incomplete entries.
24. By entering this competition, the entrant agrees that the Promoter may collect and hold their personal information for the purposes of notifying the winner and to verify the eligibility and identity of the winner.
25. To the extent permitted by law, the Promoter and its employees and agents will not be liable for any claims, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to indirect or consequential) as a result of, or arising out of, or in any way connected with this competition and/or the Prize.

26. The Promoter is not liable for any tax implications that may arise as a result of winning the prize.
27. The Promoter's decision regarding the winner is final and binding – no correspondence will be entered into.
28. The Promoter in the Promoter's sole discretion reserves the right to cancel, terminate, modify or suspend this competition at any time and for any reason.
29. Owners of stores or businesses within the Downtown Tauranga boundary and their employees may enter the competition provided they follow the terms and conditions and the entry is not based on a purchase from their own place of work or business. Employees and the immediate families of Mainstreet Tauranga Incorporated, Tuskany Agency Limited and the Board of Mainstreet Tauranga Incorporated are not eligible to win the prize.

NOTE:

*Downtown Tauranga Boundary for “#TasteTauranga” Photo Competition is a business located between 2nd Avenue to Cameron Road, Cameron Road to Monmouth Street and all inclusive to the Eastern Waterfront.