

Terms and Conditions for the 'Goldie's Passport to Paris' Competition

Background

1. The New Zealand Olympic Committee, an incorporated society having its registered office at Olympic House, 12 C Churton Rd, Parnell, Auckland ("**NZOC**") is running the 'Goldie's Passport to Paris' mascot competition ("**Competition**").
2. Information published by the NZOC on how to enter and the prize forms part of these terms and conditions. Any entry not complying with these terms and conditions is ineligible to win any type of prize.
3. By participating in this Competition you are deemed to have accepted these terms and conditions.
4. Employees of the NZOC, partners, and sponsors (and their immediate family members) are ineligible to enter.
5. This competition is run in conjunction with On Location, Official Hospitality Provider of the Olympic Games Paris 2024
6. The Competition commences Tuesday 7th May and closes Friday 31st May at 5.00pm ("**Competition Period**"). Winner will be announced by Friday 14th June 2024.

Entry and Prize

7. To be eligible to participate in the Competition, you must be:
 - a. Residing in New Zealand;
 - b. have a valid passport; and
 - c. be 16 years or over.
 - d. If Under 18, the winner must be accompanied by a parent or guardian aged 18 or over.

("Eligible Entrant")

8. To enter:
 - a. Eligible Entrants need to post a video entry on TikTok or Meta platforms and;
 - i. Use the Hashtag #GoldiesP2P
 - ii. Tag and be following @TheNZTeam
 - iii. Agree to these terms and conditions.
9. There is no limit to the number of entries submitted by an entrant; provided that each submission has, as determined by NZOC in its sole discretion, is sufficiently different from the last.
10. NZOC reserves the right to disqualify any entry that contains any content which the NZOC determines, at its sole discretion, to be:
 - a. vulgar, offensive, sexually explicit, profane or pornographic;
 - b. derogatory of any race, ancestry, place of origin, color, ethnic origin, citizenship, religion, sex, sexual orientation, age, marital status, family status or disability; endorsing any form of hate or hate group;
 - c. defamatory, or misrepresenting or containing disparaging remarks about other people, products or companies;
 - d. violent or promoting the use of alcohol, illegal drugs, tobacco, or weapons;
 - e. promoting unsafe activities;
 - f. containing copyrighted materials owned by others;
 - g. containing personal identification information, such as persons' names, email addresses, street addresses or license plate numbers;
 - h. communicating messages inconsistent with the positive image of the NZOC's name and brand; or
 - i. in violation of any law.
11. Any entry that is lodged by bots, automatic, repetitive, robotic, programmed or similar entry methods or agents, including the use of a competition entry service, will void all entries by that entrant.
12. The prize (“Prize”) is:

- a. two (2) economy return flights from Auckland to Paris booked by NZOC/On Location;
- b. Five (5) nights' accommodation for two (2) in 3-star accommodation including breakfast (twin/double share) at Hotel Opera D'Antin (between 24 July-29 July 2024) booked by NZOC/ On Location; and
- c. two (2) event tickets to each of the Paris 2024 Olympic Games events listed below:

25 July – NZ Team function – Winner will be there as mascot
26 July - NZ Watch party at NZ House
27 July – Rugby 7s Mens finals
28 July – Rowing

- d. Public Ground Transportation
 - i. With the provided metro card received upon arrival at hotel, you will be able to use the Paris public transport system to get the Olympic venues and other activities in Paris
- e. Guest Communications
 - i. You will receive various communications in the months leading up to the event. The information will provide all the latest details to make the most of your Paris 2024 Olympic Games experience.
- f. Guest Services: At your disposal
 - i. Dedicated staff to guide and answer any questions you might have

13. For the avoidance of doubt, the Prize does not include:

- a. any other transport or transfer to those specifically stated above;
- b. travel to/from Auckland;
- c. travel insurance (which is highly recommended); or
- d. any other costs/expenses incurred by the Winner.

14. The selection of the winner will be conducted on Friday 14 June NZT after the close of the Competition Period. The winner of the Prize will be solely determined by NZOC staff judging the best entry out of a list of all Eligible Entrants.

15. The Winner will be contacted by Social Media then followed up by email. If the NZOC is unable to make contact with the Winner within 48 hours of

selection, or the selected Winner is ineligible to win the Prize, the Prize will be forfeited and the runner-up will be awarded the prize

16. The NZOC reserves the right to verify the validity of entries and reserves the right to disqualify any entrant who was not eligible to enter, does not comply with these terms and conditions, or tampers with the entry process.
17. The Winner may be required to provide proof of identity (e.g. driver's licence or passport) before the Prize is provided to them.
18. Eligible Entrants agree to the NZOC using their personal information to communicate with them about the Competition (including by email)
19. The Prize must be taken as offered, may not be deferred, exchanged and is non-transferrable.
20. The winner agrees to acting as the mascot for at least 5 x appearances during their time at the Paris 2024 Olympic Games, including the compulsory times mentioned section 12 D.
21. The winner agrees to creating 5 pieces of content during their time in Paris that can be used by the NZ Team and / or On Location. Inclusive of Reels, TikToks and Meta Stories. Content detail to be agreed upon in writing prior to departure.
22. The Winner agrees to participate in all publicity organised by the NZOC, including but not limited to, photographs and audio and/or visual recordings of the Winner receiving the Prize. The Winner irrevocably consents to the NZOC using their likeness, name, address, image and/or voice in any media worldwide for an unlimited period of time without remuneration, for the purpose of promoting the Competition, and in any future marketing materials, website publications, promotions and or/prize draws and agrees that the NZOC will own copyright in any such images, photograph(s) and recordings and in all material incorporating the images and/or photograph(s) and recordings.

Special Terms relating to travel

23. The winner must have valid documentation, including but not limited to valid passports and Visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities (including any costs associated with delay), will be the sole responsibility of the winner.
24. If the travel includes travel through the United States, it is the winner's responsibility when travelling through (transiting included) the United States

under the Visa Waiver Program to apply for an Electronic System for Travel Authorisation (ESTA) no later than 72 hours prior to departure if required. The winner must visit the US Department of Homeland Security website and fill in the required information.

25. No compensation will be payable if the winner is unable to use the Prize as stated. For the avoidance of doubt, if the winner is, for whatever reason, unable to travel on a nominated date during this period, whether the failure was due to reasons beyond the winner's control or otherwise, then the winner will forfeit the Prize.
26. The winner and their travelling companion must travel together at all times.
27. Flight tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule.
28. Any changes to travel dates or additional accommodation outside the travel period specified in the Prize details, made by the winner, which incur additional costs, are to be paid by the Prize winner.
29. Unless explicitly stated in these terms and conditions, the winner will be responsible for expenses including, but not limited to, spending money, meals, drinks, transport, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the Travel Prize), gratuities, services charges, passports, visas, travel insurance and all other ancillary costs associated with redeeming the Prize.
30. The NZOC makes no representation as to safety, conditions and other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the New Zealand Ministry of Foreign Affairs and Trade. The winner accepts the Prize at their own risk.
31. All travel is subject to the standard terms, conditions and restrictions of the Prize service providers. Any travelling companion included in the Prize accepts the Prize subject to these terms and conditions as if references to the winner in the relevant clauses were to the travelling companion. The winner and their travelling companion must sign a legal release, in a form acceptable to the NZOC in its absolute discretion, if requested by the NZOC.

General Terms

32. The NZOC nor its affiliates, agents, directors or employees will be liable for any direct, indirect, special, consequential or other costs, expenses (including

legal expenses), losses or damages whatsoever of any kind arising out of or in connection with:

- a. the Competition, including, without limitation, any loss arising out of an entrant not being eligible to enter or able to enter due to any technical malfunction or communication failure; or
- b. the Prize, including, without limitation, in relation to the use or ownership of the Prize, except for any liability which cannot be excluded by law.

33. The NZOC's decision is final and no correspondence will be entered into.
34. All trade-marks, text, images, and logos relating to the NZOC, affiliates, agents, or third parties involved in this Competition and used in relation to it, are the exclusive property of the NZOC or those affiliates, agents and third parties and participation in the Competition does not confer any rights to an entrant in or over or grant any right to use these.
35. Each valid entry becomes the property of the NZOC. All personal information will be collected and stored by the NZOC in accordance with the Privacy Act 1993. All entrants have the right to access their personal information and request correction of any errors in it pursuant to the Privacy Act 1993.
36. Except where prohibited by law, Eligible Entrants assign to the NZOC their valid entry. NZOC may use the entry at its sole discretion including for the purposes of any future promotional, marketing and publicity purposes in any media worldwide, without further payment or consideration or notice.
37. Neither the NZOC nor any of its affiliates or agents will be liable if the Prize does not reach the winner for reasons beyond the control of the NZOC and/or its affiliates or agents.
38. This Competition is in no way sponsored, endorsed or administered by, or associated with, META or Tik Tok.
39. If, for any reason, the Competition is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the NZOC, its affiliates or agents, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, the NZOC reserves the right, at its discretion, to cancel, terminate, modify, extend or suspend the Competition.
40. The NZOC may, at its sole discretion and at any time, suspend or disqualify an entrant, reject any entry, amend these terms and conditions or any of them, cancel the Competition (either in whole or part) substitute the Prize and/or

withdraw the Prize, by reason of any event of force majeure. Entrants agree that the NZOC or any affiliate or agent of the NZOC will not be liable as a result of an event of force majeure and that the exercise of such discretion by the NZOC shall not result in any compensation being payable or paid to any entrant or other person. In these terms and conditions, the expression “event of force majeure” shall mean any event affecting the performance of the Competition or any provision of these terms and conditions arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of the NZOC and/or its affiliates and/or agents, including without limitation, any abnormally inclement weather, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lockouts or other industrial action, terrorist action, civil commotion, by reason of any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority.

41. The NZOC reserves the right to alter, amend, foreclose or withdraw the Competition and/or the terms and conditions of entry at any time prior to the closing date, without prior notice.
42. Any tax which the winner may be required to pay on the Prize under New Zealand law or the law of any other jurisdiction shall be the responsibility of the winner.
43. If any of these terms and conditions are determined to be illegal, invalid or otherwise unenforceable, then the remaining terms and conditions shall continue in full force and effect.
44. These terms and conditions and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with New Zealand law. Disputes arising out of or in connection with either the Competition or these terms and conditions shall be subject to the exclusive jurisdiction of the New Zealand courts.