

Jumpad Limited Giveaways: Official Rules

No purchase required to enter or win

- Eligibility:** Jumpad Limited Giveaways/Competitions (the "Giveaways") are open only to individuals who are legal residents New Zealand and are 18 years of age or older. Employees of Jumpad Limited, its advertising or promotion agencies, those involved in the production, development, implementation or handling of a Giveaway, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers any other person or entity associated with Giveaway (collectively "Giveaway Entities") and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, are not eligible.
- Sponsor:** The Giveaways are sponsored by Jumpad Limited, Christchurch, New Zealand ("Sponsor").
- Agreement to Official Rules:** Participation in a Giveaway constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- Entry Period:** The start and end times/dates (the "Entry Period") are located on the applicable Giveaway page.
- Giveaway Entry/Submission:** Follow the directions on the applicable Giveaway page in order to submit an entry. The use of any agencies or automated software to submit entries will void all entries submitted by that person.
- Winner Selection:** Winner(s) will be selected via random drawing. The odds of being selected depend on the number of eligible entries received. Potential winner(s) will be contacted via email and will be asked to provide their first and last names, age and mailing address. If a potential winner does not respond within the timeframe stated in the notification email, the Sponsor may select an alternate potential winner in his/her place at random from all entries received during the Entry Period.
- Requirements of the Potential Winners:** Except where prohibited, the potential winner(s) may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within seven (7) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, an alternate entrant may be selected in his/her place.
- Prize(s):** The prize(s) (and their retail values) are located on the applicable Giveaway page. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for any taxes and fees associated with receipt or use of a prize.
- General Conditions:** In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In case of a dispute as to the owner of an entry, entry will be deemed to have been submitted by the authorized account holder of the screen name from which the entry is made. The authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- Release and Limitations of Liability:** By participating in the Giveaway, entrants agree to release and hold harmless the Giveaway Entities from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt of any prize. Entrant further agrees that in any cause of action, the Giveaway Entities' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Giveaway Entities be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- Disputes:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of New Zealand, without giving effect to any choice of law or conflict of law rules.
- Publicity:** Participation in the Sweepstakes constitutes Winner's consent to Sponsor's use of Winner's name, likeness, picture, portrait, voice, opinions, biographical information and state of residence for promotional, publicity or advertising purposes worldwide in any media and on the World Wide Web, in perpetuity, without further payment, consideration, review or consent (where allowable).
- Giveaway Results:** To request the name of the winner, send an email, specifying which Giveaway you would like the results for, to 'winners@iphonewzealand.co.nz'. Requests must be received within 30 days of the Giveaway entry deadline.