

“SUSTAINABLE OCEANS CLASS COMPETITION NEW ZEALAND”

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to New Zealand residents who are a current, fully qualified teacher at a New Zealand high school. Teachers warrant that they have consent from a parent/guardian of each student in their class to enter the competition on the class's behalf.
3. Employees (and their immediate families) of the Promoter, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Entries into the promotion open on 08:00 am NZST 06/06/23 and close at 11:59pm NZST on 08/06/23 (“**Promotional Period**”).
5. To be eligible to enter, entrants must complete the following steps during the Promotional Period:
 - (a) Visit <https://hsl.educationperfect.com/sustainable-oceans-nz-2022>, and follow the prompts to the registration page;
 - (b) Input the requested details into the online registration form; and
 - (c) Submit the fully completed online registration form.
6. To participate in the competition, teachers must direct their students to complete the following steps during the Promotional Period:

For students in classes that are currently subscribed to Education Perfect:

- (a) Access the Education Perfect Learning Platform and open the Competition Tab;
- (b) Complete each lesson on Sustainable Oceans and answer each multiple choice and short answer question.

For students that are **not** subscribed to Education Perfect:

(a) The teacher who has entered needs to supply Education Perfect with a list of names and school email addresses of the students who have permission to take part in the competition. This information will be used to create competition accounts to the Education Perfect platform:

(b) Students must then access the Education Perfect Learning Platform and follow the prompts to the competition tab;

(c) Complete each lesson on Sustainable Oceans and answer each multiple choice and short answer question.

7. Each time a student in a class receives one (1) point, that class will receive one (1) point. One (1) point is based on one (1) correct answer to a question in the Sustainable Oceans lessons and based on the points guidelines. For clarity, extended response questions are excluded for the purposes of this promotion.

8. The top one thousand (1,000) classes that have accumulated the most points during the Promotional Period will be entered into the draw. In the event of a tie for points between classes meaning that several classes will be ranked equal-1,000th, all classes ranked equal - 1000th will be entered into the competition.

9. Multiple entries permitted, subject to the following:

(a) there are thirteen (13) lessons on Sustainable Oceans and each lesson may be completed by each student multiple times (including multiple times in one (1) day), however a student can only accumulate the points on each correct question one (1) time a day and up to two (2) times per question during the competition period;

(b) each entry submission (via the completion of a lesson) must be submitted separately and in accordance with entry requirements.

10. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11. Entries containing incomplete or indecipherable answers will be deemed invalid.

12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
13. The draw will take place at Anisimoff Legal, Suite 5/210 Central Coast Hwy, Erina NSW 2250 on 14/06/23 at 11:30am AEST.
14. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
15. Winners (i.e. teachers) will be notified by email within two (2) business days of the draw.
16. The Promoter's decision is final and no correspondence will be entered into.
17. The first seven (7) valid entries drawn will each win a Class Prize Pack valued at NZ\$400.00.

Prize includes:

- One (1) Adopt a Manta Ray Pack, valued at \$50.00;
- One (1) \$250 Uber Eats voucher; and
- One (1) \$100 Giftpay Voucher.

18. Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of a voucher will not be awarded as cash. Redemption of a voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
20. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Total prize pool value is NZ\$2,800.00
22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. A draw for any unclaimed prizes may take place on 18/07/23 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two (2) business days of the draw.

24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
25. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
27. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
28. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under any consumer protection laws in New Zealand ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of / taking of the prize.
30. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including

but not limited to agents, contractors, service providers, prize suppliers. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.educationperfect.com/legal/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity and research purposes, and may contact entrants about other similar services that may be of interest, including by sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI. All entries become the property of the Promoter.

31. The Promoter is Education Perfect Limited (NZBN 9429046493255) of 77 Vogel Street, Dunedin Central, Dunedin 9016, New Zealand, telephone +61 261 003 723.