ABC Fruit Ninja **Promotion** (the **‘Promotion’**)

**Terms and Conditions**

1. By entering the Promotion entrants agree to be bound by these terms.
2. Entry is not open to people who are AT employees.
3. To enter the Promotion, the eligible person find the bike challenge banana actors, take a selfie with them and upload it to the Aotearoa Bike Challenge Photo Gallery.
4. The Promotion runs from 12:00 a.m., Thursday, 18 February 2021 to12:00 p.m., Sunday, 28 February 2021 (‘**Promotional Period**’).
5. The Promotion is limited to one entry per person. Any duplicate entries will be removed from the draw.
6. AT reserves the right, at any time, to verify the validity of entries and entrant eligibility and to disqualify any entrant who submits an entry that is not in accordance with these terms or who tampers with the entry process.
7. Entries which include partial information, or are submitted by fraudulent means, are invalid.
8. The promoter is Auckland Transport, 20 Viaduct Harbour Avenue, Auckland Private Bag 92250, Auckland 1142 (‘**AT**’). Employees and family members of AT are not able to enter the Promotion.
9. There is one of ten bike D-locks to be won
10. The Prize draw will take place at 10:00 a.m., on Monday, 1 March 2021. The winner will be drawn at random from all eligible entries received during the Promotional Period, following which the winners will be contacted via email to arrange delivery of the Prize.
11. If the winner does not wish to accept the Prize or if contact is not able to be made with the winner within 3 days of the Prize draw, the winner will be deemed to have forfeited the Prize and a new winner will be drawn by AT.
12. If any advertised Prize (or part of the Prize) is unavailable, AT, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal or greater value and/or specification. The Prize is not transferable, exchangeable or redeemable for cash. The Prize will be given to the winner once AT staff are able to return to 20 Viaduct Harbour Avenue.
13. The Prizes are subject to terms of use of the companies supplying the Prizes.
14. Any expenses (including but not limited to travel, accommodation, food and beverage) incurred in relation to accepting or using the Prize is the responsibility of the winner.
15. Where the Promotion is made available on a social media platform e.g. Instagram or Facebook, the Promotion is in no way sponsored, endorsed, administered by, or associated with the social media platform. The entrant provides their information to the Promoter and not to the social media platform provider. The entrant completely releases the relevant social media platform provider from any liability in relation to the Promotion.
16. To the extent permitted by law, AT and its associated agencies are not liable in any way (including, without limitation, in negligence) for any loss, damage or injury (including indirect and consequential loss) suffered or sustained in connection with participation in this Promotion or the use of the Prize.
17. Nothing in these terms is intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act 1993.
18. AT, in its sole discretion, reserves the right to cancel or modify the Promotion or any part of it if fraud, technical failures or any other factor beyond AT's reasonable control adversely affects AT's ability to conduct the Promotion or part of it as contemplated in these terms. Any cancellation or modification to the Promotion will be notified on AT's website at AT.govt.nz.
19. AT takes no responsibility for lost, damaged, misdirected, late, illegible or incomplete registrations or entries, incorrect or inaccurate transcription of entry information, or for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures, failures of computer equipment or software, inability to access telecommunications network services, corruption of any format holding an entry, failure of the winner to collect the Prize or any other error or malfunction.
20. AT’s decisions on all matters relating to this promotion are final and no correspondence will be entered into.
21. AT receives and holds personal information in accordance with its Customer Privacy Policy which can be found at <https://at.govt.nz/about-us/about-this-site/customer-privacy-policy/> . All personal information provided by entrants will be held by AT and will be used to conduct the Promotion in accordance with these terms. Under the Privacy Act 1993 entrants have the right to access and correct their personal information.