

SNEEZESAFE® Schools Health Classrooms Competition
Terms and Conditions

1. Information on how to enter the 'SNEEZESAFE® Healthy Classrooms Competition' promotion (**Promotion**) and the prizes form part of these Terms and Conditions. By participating in the Promotion you are deemed to have accepted these Terms and Conditions.
2. The Promoter is Kimberly-Clark New Zealand, a division of Kimberly-Clark Australia Pty Limited, Level 2, 123 Carlton Gore Road, Newmarket, Auckland 1023 (**The Promoter**).
3. Entry is only open to primary school aged residents of New Zealand, aged 5-11 years old (**Entrant**). Employees and the immediate family members of the Promoter and its associated agencies are ineligible to enter the Promotion.
4. The Promotion commences at 10am NZST 20th May 2019 and closes 5.00pm NZST 12th July 2019 (the **Closing Date**). This is stated as the **Promotional Period**.
5. To enter, Entrants must, during the **Promotional Period**:
 - I. Complete one of the three SNEEZESAFE® activity sheets applicable to their age range category available to download at www.sneezesafe.co.nz
 - II. Complete the details on the entry form provided, and return it to the Promoter:
 - i. **By email to:** info@sneezesafe.co.nz (scanned copy accepted) or
 - ii. **By post to:** PO Box 99-984, Newmarket, Auckland 1149
 - III. The entry must be received by the Promoter by the **Closing Date**. No responsibility accepted for lost/late/misdirected entries.
 - IV. Emails can contain more than one entry, however file size of under 20MB is recommended and each email should be submitted with the subject line: **SNEEZESAFE® Healthy Classrooms Competition**
6. The parent/legal guardian or teacher must submit the entry on behalf of the Entrant. By submitting an entry the parent/legal guardian or teacher of the Entrant agrees to these conditions on behalf of the Entrant, and to ensuring that the Entrant complies with these conditions. The Promoter may do what it deems necessary to satisfy itself that a parent/legal guardian or teacher has submitted the entry on an Entrant's behalf. If the Entrant is awarded a prize and the Promoter decides, in its sole discretion, that a parent/legal guardian or teacher has not submitted the entry on the Entrant's behalf, the Promoter reserves the right to withdraw the prize.
7. Limit of one entry per student.
8. **Specifications:** It is the parent/legal guardian or teacher's responsibility to ensure the artwork complies with the specifications listed here.

- I. The colouring-in can be done in pencils, crayons, felt tip, watercolours, oil or acrylic-based paints and glitter can be used.
9. There are 9 prizes on offer for students for this Promotion. 1st, 2nd and 3rd place will be chosen from each of the following age categories:
 - I. 5-6 years
 - II. 7-8 years
 - III. 9-11 years.
 10. The winning entrants from each age category, as outlined in clause 9, will win the following prizes:
 - I. 1st place in each category will win a \$100 Warehouse Stationery Gift card
 - II. 2nd place in each category will win a \$75 Warehouse Stationery Gift card
 - III. 3rd place in each category will win a \$50 Warehouse Stationery Gift card
 11. For each 1st place winning entry, outlined in clause 9, the Entrant's school will also receive \$500 cash, payable by direct credit into school's nominated bank account upon receipt of the school's banking details.
 12. This is a game of skill and chance plays no part in determining the winner. Each entry is individually judged based on creative merit. The judge's decision is final.
 13. Judging will be conducted at Kimberly-Clark New Zealand, Level 2/123 Carlton Gore Rd, Newmarket, Auckland 1023 on 19 July 2019.
 14. Winners will be notified by the phone number submitted on the entry form by Friday 26 July 2019.
 15. The total prize pool is valued at \$2,175. Prizes are not transferable and cannot be taken as cash. The prize must be claimed by 2nd August 2019. Warehouse Stationery is not associated with this promotion, other than being the chosen supplier for age category prizes. Please allow up to 4 weeks for delivery of prizes.
 16. The Promoter has no control over the internet or postal communications, telephone, networks, lines, bugs, viruses and server problems associated with them, for any reason. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt, product eligibility and any other information deemed relevant. The Promoter and its associated agencies or companies accept no responsibility for lost, late, stolen, damaged or misdirected entries.
 17. If in the event that the stipulated Prizes are unavailable for any reason, the Promoter reserves the right to substitute the prizes with an alternative prize of the same RRP value.

18. Subject to the unclaimed prize draw, if for any reason a winner does not claim the prize by the time stipulated by the Promoter, then the prize will be forfeited.
19. In the event of any unclaimed prizes, the Promoter may choose to judge entries again and select new winner/s . Judging for the unclaimed prize draw will take place at Kimberly-Clark New Zealand, Level 2/123 Carlton Gore Rd, Newmarket, Auckland 1023 on Monday 30th July 2018. Unclaimed prizes will be subject to any written directions given under applicable trade promotion laws and regulations. The new winner/s will be notified by email within 7 days of this date. The judges' decision is final, and no correspondence will be entered into in relation to it.
20. The Promoter collects Entrants' personal information in order to conduct the Promotion. If the information requested is not provided, the Entrant may not be able to participate in the promotion. All personal information will be held, used and disclosed in accordance with the Promoter's Privacy Policy available at: <http://www.kimberly-clark.com.au/en/others/privacy/>.
21. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants' details and to disqualify any Entrant who submits an entry that in the Promoter's opinion is not in accordance with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be invalid.
22. If there is a dispute as to the identity of an Entrant (or the identity of a person who claims to be the Entrant), the Promoter reserves the right, in its sole discretion, to determine the Entrant's identity. The Promoter may in its sole discretion elect not to award a prize where it suspects that a person is not the original Entrant.
23. By submitting an entry in this Promotion, the teacher, parent or legal guardian of the Entrant declares on behalf of the Entrant that the entry is the Entrant's own original work and not copied in whole or in part from any other person, and that the entry does not infringe the intellectual property rights of any third party.
24. By submitting an entry in this Promotion, the teacher, parent or guardian of the Entrant grants, on behalf of the Entrant, the Promoter and its affiliates, agents and representatives a licence to use their entry for any purpose, including future marketing campaigns. The teacher, parent or legal guardian of the Entrant waives, on behalf of the Entrant, any right to inspect or approve any use, edit or reproduction by or on behalf of the Promoter of all or any part of the Entrant's entry.
25. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated for any reason, the Promoter reserves the right, at its sole discretion: (a) to disqualify any Entrant who the Promoter

suspects has tampered with the entry process; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

26. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Promotion.
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. The Promoter and its agents will not be liable for any injury, loss or damage of any nature whatsoever (including but not limited to indirect or consequential loss) which is suffered or sustained as a result of or in connection with receiving, taking or using any prize except for any liability which cannot be excluded by law. The Promoter accepts no responsibility for any tax liability incurred as a result of entering and participating in the Promotion.
29. Any tax liability arising as a result of receiving a prize is the responsibility of the claimant.
30. The Promoter reserves the right in its discretion to modify the Promotion, including these Terms and Conditions.
31. The Promoter's decision is final in all matters and no correspondence will be entered into.