Terms and Conditions

Tearfund's Poverty Cycle Fundraising Campaign Competition Prize





- 1. Information on how to enter and prizes form part of these Terms and Conditions. Entry into the competition is deemed acceptance of these Terms and Conditions. In the event of any inconsistency, these Terms and Conditions prevail.
- 2. Entry into this competition is free, and is open to New Zealand residents who participate in the 2019 Poverty Cycle and raise a minimum of NZD\$2,000 during the Competition Period.
- 3. Employees and contractors of Tearfund are ineligible to win the Prize.
- 4. Tearfund reserves the right to cancel, amend or suspend any aspect of this competition (including the Prize), in its sole discretion, in the event the competition cannot operate as anticipated for any reason, including due to technical failure.
- 5. To enter the competition, entrants must register to participate in the Tearfund Poverty Cycle 2019 (through povertycycle.org.nz) by providing their full name and a current and valid email address, anytime between 8.00 am on 13 July 2018 and 11:59pm on 31 March 2019 ("Registration Period").
- 6. The Prize will be awarded to the eligible individual who has raised the most funds through povertycycle. org.nz, as an Individual Fundraiser, at 11:59pm on 30 April 2019 (the "Winner").
- 7. An "Individual Fundraiser" is any single person who has their own fundraising page on povertycycle. org.nz, regardless of whether they are participating as an individual, or as part of a team.
- 8. Tearfund reserves the right to determine the Winner's suitability to participate in the Prize, to safeguard both the Winner and other entities involved in the Prize. Participation in the Prize may expose the Winner to topics of human trafficking and sexual exploitation. By accepting the Prize, the Winner agrees to:
- a. provide Tearfund with two references from a church pastor, youth leader, employer, sports coach, or other individual approved by Tearfund for the purposes of a reference; and
- b. undertake New Zealand Police vetting, including a criminal history check.
- 9. By accepting the Prize, the Winner agrees to:
- a. sign Tearfund's Field Visit Code of Conduct; and

- b. participate in Tearfund's briefing and debriefing process for field visits.
- 10. Tearfund reserves the right to re-allocate the Prize if the criteria in clause 8 and clause 9 are not satisfied. In this event, the Winner will receive an alternate prize.
- 11. Tearfund reserves the right, at any time, to verify the validity of entries, and determine the eligibility of entrants (including an entrant's identity), and to disqualify any entry or refuse to award a Prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these Terms and Conditions, or the spirit of the competition.
- 12. Tearfund is not responsible for any late, lost, misdirected or incorrectly submitted entries, including, but not limited to, entries not received due to human error or technical problems.
- 13. The Winner will be determined by Tearfund at 11:59pm on 30 April 2019. The Winner will be contacted by Tearfund by 07 May 2019, via email, to the email address provided when the Winner registered to participate in the Tearfund Poverty Cycle 2019. The Prize will be awarded to the holder of the email address associated with the Winner's registration in the Tearfund Poverty Cycle 2019. Tearfund is not responsible for disputes resulting from entries submitted using an email address belonging to any other person.
- 14. If Tearfund is unable to contact the Winner by 5:00pm on 20 May 2019, having made reasonable attempts to do so, the Winner will forfeit the Prize. In this event, the Prize will be awarded to the nexthighest Individual Fundraiser who is eligible to receive the Prize ("Second Chance Winner"). The Second Chance Winner must accept the Prize within 14 days of receiving notice from Tearfund of their selection as Second Chance Winner. If the Second Chance Winner does not accept the Prize within 14 days, their Prize will be forfeited.
- 15. The Prize consists of one (1) return trip for one (1) adult aged eighteen (18) years or over to Thailand, valued at approximately \$NZD2,000 RRP. In the event that the Winner is aged under 18 at the time of the draw, an alternate prize of similar value will be offered.



If eligibility criteria are met, the main Prize will include:

- a. return economy flights for one adult, from the New Zealand international airport nearest to the Winner, to Thailand;
- b. return private airport transfers to the accommodation in Thailand:
- c. Five nights' accommodation in Thailand, to be determined by Tearfund;
- d. Other activities, to be determined by Tearfund, which may include a visit to an anti-trafficking field operation; and
- e. travel insurance for the duration of the Prize, ("Prize").
- 16. Additional costs associated with accommodation, including breakfast or incidentals, gratuities, telephone calls, or any other personal expenses incurred by the Winner during the trip, will be the responsibility of the Winner.
- 17. All other costs associated with the Prize, including but not limited to: visas, valid passports, taxes, insurance for activities not provided as part of the Prize, additional spending money, meals, inroom charges, and any transfers (other than those stated) are not included in the Prize, and are the responsibility of the Winner.
- 18. Each element of the Prize is subject to availability. The timing of travel is to be determined by Tearfund. The Winner will be given at least two (2) months' notice of the departure date determined by Tearfund.
- 19. Selection of airline, departure times and accommodation venue is at Tearfund's discretion at the time of booking. Airline travel, airport transfers and accommodation are subject to the relevant supplier's standard terms and conditions, and Tearfund will not be liable for any act or omission of any third party providing those services. Any fees and charges incurred through changes to any element of the Prize once booked will be the responsibility of the Winner.
- 20. Tearfund reserve the right to provide a similar prize as the original prize subject to any applicable laws or written directions made under applicable law.
- 21. All arrangements must be made via Tearfund's designated fulfilment partner, Corporate Traveller. Any bookings made independently by the Winner will not be refunded.

- 22. The Winner must confirm acceptance of the Prize to Tearfund NZ by 20 May 2019.
- 23. Tearfund, and any other entity associated with the Prize is not responsible for the Winner being unable to participate in the Prize due to any visa restrictions.
- 24. The Winner is responsible for ensuring they have all necessary documentation to allow them to travel to Thailand, including a valid passport with a minimum of 6 months' validity, and any visas that may be required. The Winner is responsible for ensuring they have a valid credit card, which may be required to check in to the accommodation.
- 25. Standard travel insurance will be supplied to the Winner before departure. Travel insurance is subject to restrictions and the terms and conditions of the relevant insurance provider.
- 26. It is the responsibility of the Winner to meet any additional costs relating to obtaining insurance cover for any pre-existing medical condition and/or for any additional costs as may be specified where the winner is aged 65 or over.
- 27. The Prize is not exchangeable or transferable and cannot be redeemed for cash.
- 28. The Prize Winner cannot change, vary, substitute or extend any element of the Prize (in whole or in part), without the prior agreement of Tearfund.
- 29. If the Winner is unable to redeem the Prize during the travel period determined by Tearfund, the Winner forfeits the Prize. In this event, no compensation will be payable.
- 30. The Winner is responsible for ensuring they have received all necessary vaccinations prior to departure, and must check with their GP, before travelling, that their vaccinations are up to date.
- 31. Tearfund is responsible for arranging all details of the Prize, including all travel arrangements, on the Winner's behalf. Once signed booking forms are received, no changes are permitted.
- 32. All decisions made by Tearfund, its employees or agents are final and no correspondence will be entered into.
- 33. By accepting the Prize, the Winner consents to their name and submitted photos being used for promotional purposes, and agrees to make themselves reasonably available for this purpose. The ensuing copyright in any material will rest with Tearfund, without any claim to compensation from the Winner.



- 34. The winner agrees to make themselves reasonably available as an ambassador for Tearfund at relevant opportunities.
- 35. Entrants agree to comply with all reasonable directions of Tearfund, and any entity associated with provision of the Prize. Entrants, and the Prize Winner, agree they will not do anything that could bring Tearfund into disrepute.
- 36. Tearfund collects and holds entrants' personal information for the purposes of this competition. Failure to provide requested personal information may disqualify a person from participation in this promotion, or from receiving the Prize. All personal information provided by entrants will be held by Tearfund and Funraisin, on behalf of Tearfund. Under the Privacy Act 1993, entrants may request to access, update or correct any personal information held by Tearfund. Entrants may access and request correction of any of the details held about them by contacting enquiries@tearfund.org.nz.
- 37. Tearfund takes no responsibility for any inability to enter, complete, continue or conclude the competition due to equipment or technical malfunction, Force Majeure or otherwise.
- 38. Entrants acknowledge there may be inherent risks in some aspects of participating in the Prize. By accepting the Prize, the Winner accepts that risk for and on behalf of themselves. The Winner agrees that, as a condition of their participation in the Prize, they may be required to execute a waiver and indemnity form provided by Tearfund. Tearfund

- make 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.
- 39. Failure by Tearfund to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 40. To the fullest extent permitted by law, Tearfund (including their partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives) excludes all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity) whatsoever, whether direct, indirect, special or consequential arising in any way out of the competition, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under Tearfund's control), (b) any theft, unauthorized access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected; (d) any variation in the Prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a Prize. To the extent any liability arises, the liability of Tearfund shall be several and not joint.
- 41. This competition is administered by The Evangelical Alliance Relief Fund (Tearfund), registration number CC21725, PO Box 8315, Symonds Street, Auckland, 1150.

Tearfund Code of Conduct



for Visitors to Field Countries

Purpose of the Code

The purpose of this Code of Conduct is to assist visitors to field countries, who are representing Tearfund, to be aware of and understand the minimum standards of conduct and behaviour expected.

This code reflects Tearfund's commitment to the professionalism, integrity and courtesy required to provide a quality service and a safe environment for all groups we interact with in the developing world.

Code

Visitors to Field Countries are requested to observe the following:

- Recognise and be sensitive to the economic and social situations of the people Tearfund are working alongside; show respect for cultural differences, religious beliefs; value and protect their dignity.
- Do not be alone when visiting a child, project, family or community. A Tearfund or Field Country representative must accompany visitors at all times.
- Depending on the culture you visit some types of touch, behaviour and language is considered offensive. If you are unsure, please check with your Group Leader or a Field Country Representative.
- Be aware that some countries have a dress code relative to their cultural and traditional beliefs. Please respect this at all times. If you are unsure about the particular dress code of the country/s you will be visiting, please check with your Group Leader.
- Be sensitive to the hospitality of others when you are on a home visit or similar. In most developing cultures declining hospitality (refreshments) can be interpreted as disrespectful to the host. If you are unsure about this, please check with your group leader or a Field Country Representative.
- Even though it may be well intentioned, please do not give, or promise to give, monetary or non-monetary gifts to the people in the communities you visit. To ensure a gift is appropriate please first check with your Group Leader or a Field Country Representative.
- You are advised not to provide personal details such as home address, phone number, email or social media details to people in the community. Refer them instead to the Field Country Representative.
- Abide by the laws and regulations of the country/s being visited, as well as all instructions from your Group Leader and the Field Country Representative.

Signed:		
Date:		