

## CHORUS GIGATOWN COMPETITION TERMS OF USE

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These terms of use apply to the Gigatown competition being run by Chorus New Zealand Limited, 1 Willis Street, Wellington 6140, New Zealand (Chorus).

Chorus reserves the right to modify these terms of use at any time without notice, by posting revised terms and conditions at [gigatown.co.nz](https://gigatown.co.nz)

## RESTRICTIONS ON ENTRY

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As part of your participation, you can submit as many Gigatown hashtags as you like. You will need to comply with (i) the terms of use of the relevant platform on which you submit your Gigatown hashtag and (ii) the terms and conditions of the Gigatown competition.

You can also participate by joining your town's supporters' network. If the town that you support has not made it into the final round of the Gigatown competition, you may join the supporters' network of another competing town (i.e. switch your support). [You can do this here.](#)

Only one supporter account per person is allowed. If multiple supporter accounts (supporter network sign ups) are detected as being held by one person, these supporter accounts will be removed from the competition and the email addresses registered to those supporter accounts will be blacklisted. If any points are awarded to a town in connection with a supporter account that has been removed from the competition on these grounds, those points will be deducted from the total points awarded to the relevant town for the Fantastic Fibre Quiz category.

Supporters must complete the quiz themselves. If, in Chorus' opinion, a quiz has been completed by someone other than the person that holds the relevant supporter account, then that supporter account will be removed from the competition and the email address registered to that supporter account will be blacklisted. If any points are awarded to a town in connection with a supporter account that has been removed from the competition on these grounds, the relevant points will be deducted from the scoreboard.

Chorus reserves the right to amend the questions that make up the Fantastic Fibre Quiz at any time during the competition and at Chorus' sole discretion, including where Chorus becomes aware of any significant attempt, in Chorus' opinion, to game the Fantastic Fibre Quiz. The systematic disclosure or circulation of answers to the Fantastic Fibre Quiz to relevant town supporters is an example of what Chorus may consider to be a significant attempt to game the Fantastic Fibre Quiz competition. Any supporter or town administrator activity that attempts to game the system may result in any points awarded in connection with such activity being deducted from the total points awarded to the relevant town for the Fantastic Fibre Quiz category.

Any supporter or town administrator activity that involves using multiple social media accounts on the same social media platform (e.g. Twitter) in an attempt, in Chorus' opinion, to game the system may result in (i) any points awarded in connection with such activity being deducted from the total points awarded to the relevant town for the Social Media category, and (ii) the social media accounts in question being blacklisted from participating in the competition.

Where, in Chorus' opinion, such gaming activity is significant, Chorus may (at its discretion) deduct any number of points from the relevant scoreboard of the relevant town in relation to the Fantastic Fibre Quiz or social media platforms.

Chorus reserves the right to hold promotional activities in any location, at any time and on such terms as it sees fit. You may participate in, and follow the instructions for, the Gigatown promotional activities organised by Chorus from time to time.

## **DISCLAIMERS**

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You are providing your information to Chorus and not to any of the platforms referred to in the tables above. This Competition is in no way sponsored, endorsed or administered by, or associated with, any of the platforms referred to in the tables above. Entrants completely release the platforms referred to in the tables above from any and all liability in connection with this Competition.

Employees of Chorus involved in the management of the Gigatown Competition, or any marketing or advertising agency involved in promoting the Competition or any members of their families or households, are not eligible to participate in the Competition.

As part of our ongoing management of the Gigatown competition, we undertake back-ups of the scoreboard featured on the Gigatown website and the underlying data used to generate the information used to populate that scoreboard on a regular basis. If for any reason there are significant issues with access to, or the operation of the Gigatown website in the lead up to the close of social media activity on 11 November which result in the Gigatown website being unavailable for any period of time, Chorus reserves the right to elect to reinstate the scoreboard as it stood at the time of the most recent back-up.

## **DISQUALIFICATION**

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Chorus may disqualify any points earned by any person who tampers with the entry process, submits an entry not in accordance with these terms and conditions or the terms of use of the relevant platform, or attempts (in Chorus's opinion) to earn points by use of spam, dishonesty, or programming or other software.

## **CONTACT**

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[Chorus website](#)

[Facebook](#)

[Twitter](#)

## **OWNERSHIP; LIABILITY FOR ENTRIES**

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Chorus is not responsible for any problems or technical malfunction of any platform, website, service, data connection, communication or the Internet, or any combination thereof. Chorus is not responsible for any incorrect or inaccurate information caused by any of the equipment or programming associated with or utilised in this Competition, or by any technical or human error that may occur in the course of the administration of this Competition.

Chorus is not responsible for any entries not received by it or for any #Gigatown [your town] hash tags it has failed to count.

Any costs associated with accessing the promotional websites remain the responsibility of each entrant and are dependent on the Internet service provider used. Any contact details entered incorrectly on the websites shall be deemed invalid and will result in an ineligible entry. Internet entries will be deemed to be accepted at the time of receipt and not at the time of transmission.

## **INTELLECTUAL PROPERTY; SUBMISSION OF MATERIALS**

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You agree that Chorus is not obliged to use anything you post on any platform for the purpose of this Competition.

You grant Chorus a non-exclusive, royalty-free, transferable (without consent or notification), irrevocable, perpetual, worldwide right to use anything you post on any platform for the purpose of this Competition, in part or in its entirety, for any purpose. For the purposes of this clause, “use” includes (without limitation) promote, replicate, copy, modify, enhance, sublicense, distribute, transmit, exploit, sell, rebrand and market, whether as part of Chorus’s products and/or services or otherwise, without reference or attribution to you or this competition.

When you submit any materials for this Competition, including but not limited to drawings and videos (Material), you agree that:

- A. You will not submit any Material that is unlawful or fraudulent or that Chorus deems is in breach of any intellectual property, privacy, publicity or other rights, or that Chorus deems is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 13, or otherwise unsuitable for publication;
- B. The Material will not depict or record injury or harm to any person or entity;
- C. If the Material depicts any person other than you, you have obtained their consent to submit the Material for the purposes of the Competition; and
- D. You will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others’ computer or communication systems.

## **CHORUS' LIABILITY FOR PRIZES AND THE COMPETITION**

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Chorus reserves the right to cancel, suspend or change the Competition or any element of the Competition for any reason, including any cancellation, suspension or change necessitated by any event outside of Chorus' control.

To the extent permitted by law, Chorus and any other person or party associated with this Competition, will not be liable to you for any direct, indirect, or consequential loss or damage as a result of, or arising from, your participation in the Competition.

## **PRIVACY AND ADDITIONAL LEGAL PERMISSIONS**

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Participants agree to participate in publicity generated by Chorus (or Chorus' marketing partners), and agree to the use of their name for promotional purposes, without remuneration.

You authorise Chorus to collect and hold your personal information. Chorus will collect and use your details for the purposes of running the Competition. If you opt-in to receiving Chorus's newsletters and updates, Chorus may provide your details to other Chorus entities and business partners for the purposes of keeping you informed of new products, services, developments and events. You can access or request correction of your details by contacting [us](#).