



Pause Breathe Smile Hauora Competition Terms and Conditions

As at 11.4.24

1. This competition is being run by Pause Breathe Smile Trust (Charity Number CC57579) whose registered office is PO Box 1926, Queenstown 9348.
2. To be eligible to enter the competition, you must be an educator, employed by a New Zealand primary or intermediate school and have the authority to enter on behalf of that school.
3. Entrant educators must be 18 years of age or older from Tuesday 1st January 2024.
4. Entrant schools can engage with primary or intermediate school aged children attending that school to participate in the competition.
5. All entries submitted by schools may be used by Pause Breathe Smile Trust in digital and print communications for promotional purposes. It is the responsibility of the entrant school to obtain all necessary guardian consent for children to participate in the competition if their involvement includes photo or video content. Pause Breathe Smile Trust will only ask for proof of this consent if content from your entry is used, but by entering, you are agreeing to secure it.
6. The competition is not open to general public, high schools, ECE, or other organisations that are not New Zealand primary or intermediate schools.
7. There is no entry fee and/or purchase necessary to enter this competition.
8. By entering this competition, you acknowledge that you have read these Terms and Conditions and that you agree to be bound by them.
9. Details of how to enter this competition are all included in the Pause Breathe Smile website (<https://pausebreathesmile.nz/classroom-hauora-competition/>). To enter, you must complete and submit the form and all required fields on the Pause Breathe Smile website entry page. You will be asked to upload your classroom entry submission where your class answers: "What does your classroom do to support wellbeing? Demonstrate this in a creative way by submitting your video, photos or document.
10. Only the first place winner will receive a prize pack of Mindfull Furniture items as determined on the competition prize page. The first place winning entry will also receive **a visit from Sir Ashley Bloomfield on Tuesday 20th August** between 9am – 4pm (as mutually agreed).
11. A school can enter multiple times however only one entry per classroom is permitted.
12. Each entry must be approved by a registered contact of the school in order to be valid.
13. Competition dates
 - a. Opening date for entry: **Monday 29 April 2024**
 - b. Final cut-off date: **Friday 5th July 2024**
 - c. Winner to be contacted second week of Term 3, 2024 (week commencing 29th July).
 - d. Sir Ashley Bloomfield school visit and staff morning tea to be held at winning school **Tuesday 20th August 2024**. Furniture prizes will be delivered on this day too. Media may be invited to attend.
14. The promoter reserves the right to extend or change the competition's start and end date at any time.
15. To the extent permitted by law, the promoter does not take responsibility for any entries not received for whatever reason.
16. The promoter reserves the right to cancel or amend the competition and these Terms and Conditions without notice in the event of a major unforeseeable crisis or event, or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
17. The promoter is not responsible for inaccurate prize details supplied to any entrant.
18. The prize details will be included within the body of the Pause Breathe Smile competition page on the website.
19. The prize is as stated and is not redeemable for cash or any other prize. The prizes are not transferable. Prizes are subject to availability and the promoter reserves the right to substitute any prize with another item of equivalent value.

19. Entries will be judged based on their originality, creativity and references to wellbeing practices.
20. The promoter will determine the best entries and the successful entrant classroom will be awarded first place in the competition.
21. Pause Breathe Smile will communicate confirmed winner details no later than two weeks after the winners have been selected, to manage distribution of the prize.
22. The winning schools will be notified by phone and email. If a winner cannot be contacted or does not respond within fourteen (14) days of notification, the promoter reserves the right to withdraw the prize from the winner and select a replacement winner by reviewing and individually judging all entries to select a winning entry by reference to the selection criteria set out above.
23. Winning schools must redeem their prizes by **20th August 2024** unless mutually agreed.
24. The competition and these Terms and Conditions will be governed by New Zealand law and any disputes will be subject to the exclusive jurisdiction of the laws of New Zealand.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports limit, exclude or modify the promoter's liability in relation to the consumer guarantees under the New Zealand Consumer Law. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees Liability, 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 competition including:
 - a. any technical difficulties or equipment malfunction (whether or not under the promoter's control);
 - a. any theft, unauthorised access or third party interference;
 - b. 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;
 - c. any variation in prize value to that stated in these terms and conditions; e. any tax liability incurred by the winner or entrant; or
 - d. use of the prize.
26. By participating in this competition, entrants release and hold harmless Facebook, Instagram and LinkedIn from any and all liability associated with this competition to the extent permitted by law (in which case that liability is limited to the maximum extent permitted by law). The promoter and entrants acknowledge that this competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram and LinkedIn. Entrants acknowledge that they are providing information to the promoter and not to Facebook, Instagram and LinkedIn.
27. The entrant consents to the promoter collecting and using school name, classroom number, teacher name and school region for promotional purposes. No individual children's names will be used.
28. The winning school agrees to the use of their name, school name and/or entry and image and in any publicity material.
29. The Promoter may also contact the winning school to request media visits, professional photography and commentary for such material. All costs for this will be the responsibility of the Promoter.
30. The promoter reserves the right to amend the competition and its Terms and Conditions at any time and for any reason, and will notify entrants of any such amendments as soon as reasonably practicable on the competition page at (pausebreathesmile.nz/classroom-hauora-competition).