

Welcome to New Plymouth photo competition Terms and Conditions

1. Entry to the Welcome to New Plymouth photo competition constitutes acceptance of these terms and conditions.
2. Only one entrant will win a prize. The winner will:
 - Have their submitted photo printed and promoted on the two six-by-four metre billboard signs at the gateways to New Plymouth by Mangorei Road/Junction Road and Airport Drive/Devon Road; and
 - Receive a \$500 gift card voucher. ("the Prize")
3. This promotion opens on 30 September 2026 and closes on 30 October 2026 at 5pm ("promotional period"). Entries received after the promotional period will not be eligible to win the Prize.
4. Submitted photos must be in a higher resolution than 20MB.
5. Entry is open to any person who lives in the New Plymouth District.
6. Employees and elected members of the New Plymouth District Council (Promoter) and their immediate family members and any persons, associated with the Prize are ineligible to win the Prize.
7. New Plymouth District Mayor Max Brough will determine, at his sole discretion, which entrant wins the competition. His decision is final and no negotiations or appeals will be held or heard regarding his decision.
8. The Promoter will notify the winner by telephone or email after the promotional period. All reasonable attempts will be made to contact the winner using details provided. If the winner does not respond within five working days, then the winner will forfeit the Prize and another winner will be chosen by Mayor Max Brough.
9. The Prize cannot be transferred, exchanged or redeemed for cash.
10. The Promoter reserves the right to verify the validity of entries (including an entrant's identity and age) and exclude any entrant who is in breach of these terms and conditions or who tampers with or otherwise attempts to illegitimately influence any part of the competition.
11. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. To the fullest extent permitted by law the Promoter is not liable for any loss in relation to the Prize awarded or competition generally.
13. The winner agrees that the Promoter may use their name and photograph for promotional, media and publicity purposes, including on the Council's website and social media channels.
14. Every entrant grants to the Promoter a perpetual, non-exclusive, worldwide, transferable, sub-licensable, irrevocable and royalty-free licence to use, for any purpose, the photograph submitted by the entrant.
15. The Promoter may terminate, suspend, modify or cancel the competition (including without limitation varying the Prize) at any time.

16. All information provided by the entrants will be collected, used, stored, and if required disclosed and corrected in accordance with the Privacy Act 2020. All entrants have the right to access their information and request for any personal information to be corrected.

17. If the entrant's submitted photograph contains people (or other personal information as defined in the Privacy Act 2020), the entrant will be solely responsible for obtaining all necessary consents and permissions from the captured person (or person whose personal information is captured) to submit the same in their submitted photograph. The entrant will be the party that is solely responsible for maintaining compliance with the Privacy Act 2020 with respect to instances where this clause applies. The entrant will ensure that people captured in a submitted photograph understand the actual or potential implications of a photograph being submitted by the entrant (including advising where the image may be used and for how long).