



KickStart Breakfast Awards Terms and Conditions

1. These terms and conditions relate to the KickStart Breakfast Awards (“**Promotion**”). Information on how to enter and prizes forms part of, and entry into the Promotion is deemed to be acceptance of, these terms and conditions.
2. The “**Promoters**” of this competition are Fonterra Limited, the New Zealand Health Association Limited (trading as Sanitarium) and the New Zealand Government being the partners of the KickStart Breakfast Programme. The “**KickStart Breakfast Team**” is a team within Fonterra that represents the Promoters.

Prizes per Category:

3. One main prize winner and two runner-up prize winners will be selected in each of the following categories (each an “**Award Category**”) Club of the Year Award, Unsung Hero Award and Student Champion Award.
4. The main prize winner in the:
 - a. Club of the Year Award Category will receive NZ\$3,000 cash;
 - b. Unsung Hero Award Category will receive NZ\$2,000 cash; and
 - c. Student Champion Award Category will receive NZ\$2,000 cash.
5. One North Island and one South Island runner- up prize winners schools will be awarded the following
 - a. Runner-up Club of the Year Award Category will receive NZ\$1,000 cash each;
 - b. Runner-up Unsung Hero Award Category will receive NZ\$500 cash each; and
 - c. Runner-up Student Champion Award Category will receive NZ\$500 cash each.

Who is Eligible?

6. KickStart Breakfast Awards are open to all schools which are enrolled in the KickStart Breakfast Programme and have been participating in the KickStart Breakfast Programme for more than one complete school term (each an “**Eligible School**”).
7. Any member of the public may nominate a school for the Club of the Year Award Category provided that the Eligible School has not won the Club Award in either of the two preceding years.
8. Any member of the public may nominate an individual(s) (teacher, staff member or adult volunteer) for the Unsung Hero Award provided that the individual(s) has not won the Unsung Hero Award at the Eligible School in the last two preceding years.
9. Any student that attends an Eligible School’s Breakfast Club may be nominated for the Student



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Champion Award provided that the student has not won the Student Champion Award at the Eligible School in either of the two preceding years.

10. The promotional period begins at 7:00am on 6 May 2019, and nominations will remain open until 11:59pm on 31 May 2019 (“**Promotional Period**”). Nominations received outside of the Promotional Period will not be accepted unless the KickStart Breakfast Team determines (in its sole discretion) that special circumstances exist that warrant acceptance of a late entry.

How to Enter

11. To enter, visit www.kickstartbreakfast.co.nz/awards and complete an KickStart Breakfast Nomination Form with your name, email address, nominated school, Award Category and attach supporting documents (video, photos, slide show presentation, written stories) about why your nominated school or person should win the prize (subject to a size limit of 10MB).
12. The reason why your nominated school should win the prize must be in your own words and contain your own photo or video and must not be copied. The Promoter may disqualify your entry if the Promoter considers (in its sole discretion) that your entry is not your own work, is unsuitable, may cause offence, or otherwise breaches these terms and conditions.
13. Members of the public and Eligible School can:
 - a. only nominate one school for the Club of the Year Award Category;
 - b. submit more than one nomination for Unsung Hero Award and the Student Champion Award Categories, provided that each individual may only be nominated once. A separate Nomination Form must be submitted for each nominee in each Award Category.
14. Once the Nomination Form is completed, the member of the public or Eligible School must submit the Nomination Form and supporting document to the KickStart Breakfast team before the end of the Promotional Period by email to kickstart.breakfast@fonterra.com.
15. All entries must be received during the Promotional Period.

Winners

16. There will be one main prize winner and two runner-up prize winners per Award Category. The winners will be the individuals or schools (as applicable) nominated and judged by the “**KickStart Breakfast Judging Panel**” (which will consist of judges chosen by the Promoters) to be the main prize and runner- up prize winners in each Award Category (details of the judging panel and judging criteria for each Award Category may be found on <https://kickstartbreakfast.co.nz/awards>).

After the completion of the Promotional Period, the KickStart Breakfast Judging Panel will meet to determine the main prize winner and runner-up prize winners in each Award Category. The schools who have students/individuals that are winners in an Award Category will be notified by email in June 2019. An announcement of the full list of winners from the Promotion will be released to the public on 13 September 2019.

17. The KickStart Breakfast Team will contact the winners by email or phone and the winner announcement will be made via email to all schools participating in the KickStart Breakfast Programme.
18. Each prize will be awarded to the prize-winning school, teacher, adult volunteer or student (as applicable). If the prize winner is under 18, the prize will be issued to the prize winner's parent or guardian.
19. The Promoters will pay the main prizes and runner – up prizes to the relevant Eligible School.
20. The Promoters will pay the \$3,000 main prize for the Club of the Year Award in the form of cash to the winning Eligible School's bank account. The main prize winning Eligible school shall ensure that all prize money received from the Promoters for the Club of the Year Award is put towards the school's KickStart Breakfast Programme at that winning Eligible School.
21. The Promoters will pay the \$2,000 main prize for the Unsung Hero Award winner and the \$2,000 main prize for the Student Champion Award winner in the form of cash to the bank account of the Eligible School at which the prize winners are involved in the KickStart Breakfast Programme. Each relevant Eligible School will be responsible for transferring the prize amounts to the winner of each Award.
22. The Promoters will pay the \$1,000 into each North Island and South Island runner-up prize winners for the Runner- up Club of the Year Award in the form of cash to the winning Eligible School's bank account. The runner-up prize winning Eligible school shall ensure that all prize money received from the Promoters for the runner –up Club of the Year Award is put towards the school's KickStart Breakfast Programme at that winning Eligible School.
23. The Promoters will pay the \$500 into each North Island and South Island runner-up prize winners for the Runner- up Unsung Hero and Student Champion Awards Categories in the form of cash to the winning Eligible School's bank account. Each relevant Eligible School will be responsible for transferring the prize amounts to the winner of each Award.
24. As part of the Promotion, Eligible Schools whose students/ individuals have won an Award must hold an Awards presentation at their school assembly during the following periods:
 - a. For the Club of the Year Award, an award presentation shall occur between 27 August and 29 August 2019
 - b. For the Student Champion Award, an award presentation shall occur between 3 September and 5 September 2019
 - c. For the Unsung Hero Award, an award presentation shall occur between 10 September and 12 September 2019
25. The dates referred to in clause 24 above are subject to change and at the Promoter's sole and absolute discretion.

Award terms and conditions



26. The instructions on how to enter, the eligibility requirements and the information relating to the prizes and the winners form part of these terms and conditions.
27. By entering into this Promotion each entrant, Eligible School and nominee agrees to be bound by, and is deemed to accept, these terms and conditions.
28. Any nomination entry that does not comply with these terms and conditions is invalid.
29. The judges' decision will be final and no correspondence will be entered into.
30. Supporting pictures, video clips and documentation must be submitted along with Nomination Form to supplement entries. By including these in the Promotion entry, you are granting the Promoters' the right to use the information provided on their websites, social media sites and any other medium used by the KickStart Breakfast Programme. Each entrant warrants that they have permission to film/photograph the persons featuring in the video clip, including that where the images, information or likeness represent anyone under 18 the entrant must have obtained permission from the parents or guardians of that child or young person to have that image information or likeness published.
31. The winner of any prize agrees to co-operate with all reasonable media editorial requests relating to the prize, including being interviewed, photographed or filmed. The winner permits having their name, image and/or voice appear in connection with the Promotion, the Promoters or the advertising or marketing thereof, in any media whatsoever throughout the world.
32. The Promoters reserve the right to verify the validity of all entries in order to determine their eligibility and reserve the right to disqualify any entry or individual (including any winning entrant) for tampering with the entry process, for submitting an entry which is not in accordance with these conditions of entry (including entries which, in the Promoters' opinion include objectionable content, profanity or potentially insulting, inflammatory or defamatory statements), for breaching these terms and conditions or for engaging (in the opinion of the Promoters) in conduct which is unlawful, improper, fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promoters or Promotion.
33. The Promoters are not responsible for any entries that are late, misdirected or lost and takes no responsibility for any entries that are incomplete or not lodged correctly through the KickStart Breakfast system or if the winner cannot be contacted due to incorrect or outdated contact details being recorded on the KickStart Breakfast system.
34. All entries are deemed to be received at the time of the receipt in to the KickStart Breakfast system and NOT at the time of transmission by the entrant.
35. Prizes cannot be varied and are not transferable. In the event that any prize item is unavailable despite the Promoters' reasonable endeavours to procure within New Zealand, the Promoters reserve the right to substitute a different prize item of equal or greater value.
36. The Promoters are not liable for any loss or damage whatsoever which is suffered, including but not limited to direct, indirect and consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.

37. The Promoters are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entry or the transmission or receipt of any incorrect information associated with entries, either caused by user error or any equipment or programming malfunction associated with the Promotion.
38. The Promoters are not responsible for any problems or technical malfunction of any web site, telephone network or lines, computer systems, servers, providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof.
39. If for any reason this Promotion is not capable of running as planned, whether caused by infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the control of the Promoters which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoters reserve the right, in their sole discretion, (subject to any written direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend the Promotion. The Promoters may in their sole discretion disqualify any individual who tampers with the entry process.
40. The Promoters reserve the right to determine an alternate winner if a winner is not able to be contacted within a reasonable time period following the prize draw (in which case that winner shall forfeit the prize and the Promoters may choose to draw another winner in that Award Category) or if the Promoters have reasonable grounds to believe the winner will not comply with these terms and conditions. The prize must not be transferred, sold or used, donated or given away by a winner as part of another promotion.
41. The Promoters reserve their rights to vary any of the terms of entry applying to this Promotion without notice or to modify, terminate, suspend or reschedule this Promotion.

Use of Personal Information

42. All entries remain the property of the Promoters. The Promoters need to collect personal information from entrants in order to conduct the Promotion – without this personal information the Promoters may not be able to provide you with entry into the Promotion. All personal information will be collected and stored by the KickStart Breakfast team in accordance with the Privacy Act 1993. You have the right to access your personal information and request correction of any errors in it pursuant to the Privacy Act 1993. The Promoters may use entrants' personal information from entries to conduct the Promotion and for future promotional and publicity purposes relating to the KickStart Breakfast Programme. To access or request correction of your personal information please contact KickStart Breakfast team on kickstart.breakfast@fonterra.com.
43. By entering this Promotion, entrants consent to the use of their information as described above.