

## OFFICIAL CONTEST RULES My NZ Working Holiday (the “Contest”)

1. 1. ORGANISER. The sponsor of this Contest is Backpacker Youth and Adventure Tourism Association Incorporated (“ORGANISERS”) in partnership with International Experience Canada (IEC), Immigration, Refugees, and Citizenship Canada (IRCC), Government of Canada (GoC) a project of the Consulate General of Canada, Sydney, Australia (“Partners”).
2. CONTEST PERIOD. The Contest will commence on Monday, April 3, 2017 at 12:00:00 a.m. New Zealand time and will run until June 30, 2017 at 11:59:59 p.m. New Zealand time (the “Contest Period”). The ORGANISERS’s records will be final and conclusive as to the time of receipt of an entry. The ORGANISERS accept no responsibility for lost, late or misdirected entries.
3. ELIGIBILITY. The Contest is open to all Canadian passport holders who have or have had a Working Holiday Visa for New Zealand, who have been or are in New Zealand, and who have reached the age of majority in their province or territory of residence, except employees, representatives and agents of the ORGANISERS, or their respective affiliates and, if applicable, their respective advertising or promotion agencies, contest judges, contest prize suppliers, and any other companies engaged in the development, production, or distribution of materials for this Contest, and members of the immediate families of, or persons domiciled with, any of the above. IEC reserves the right to request a copy of the prospective winners’ Canadian passport and New Zealand Working Holiday Visa to validate their eligibility.
4. HOW TO ENTER AND NO PURCHASE NECESSARY. The Contest is offered electronically via the Internet and no purchase is required to participate. Throughout the Contest Period, a microsite link (the “Microsite”) hosting the campaign material and promoting the Contest will be advertised in various communications. One English version of the Microsite will be hosted, at <http://www.byata.org.nz/MyNZWorkingHoliday> . To enter the Contest, visit the Microsite which will direct you to a page on which you will be invited to register, confirm that you have read and agreed to be bound by these official Contest rules, click on the button to submit your entry (which entails emailing and uploading an original video, taken by you, that represents your New Zealand Working Holiday) (your

“Submission”) and submit your entry. By submitting your Submission, you agree to these official Contest rules and any terms and conditions of use, and privacy policy, of the Microsite. You will automatically be entered into the Contest if you, within the Contest Period, comply with the foregoing.

Each entrant warrants that every video submitted, and all elements of your Submission, do not contravene or infringe on anyone else’s copyright or other intellectual property, is not false, inaccurate or misleading; does not violate any law or regulation; is not defamatory, threatening or harassing; does not instigate others to commit illegal activities; does not contain pornography; does not contain any viruses, worms, or other computer programming intended to or that could interfere with the ability of others to enjoy the Contest and its Microsite and host websites, and otherwise complies with the terms of use of the Microsite. Each entrant acknowledges that any costs associated with creating a Submission are borne by the entrant and will not be reimbursed by the ORGANISERS. All Submissions become the property of the ORGANISERS.

By emailing and uploading your Submission you consent to the posting of your Submission and the use of your name, likeness and image for promotional purposes by the ORGANISERS, and its Partners in connection with this Contest. The ORGANISERS and its Partners may also use your Submission (in whole or in part), name, likeness and image, in its sole discretion, for the ‘final cut’ and for promoting Canadian Working Holidays in New Zealand in all media throughout the world. By emailing and uploading your Submission, you also represent that everyone who appears in your Submission has consented in writing to appear in your Submission and understands that your Submission may, at the sole discretion of the ORGANISERS and its Partners, also be used in the ‘final cut’ and to promote Canadian Working Holidays in New Zealand in all media throughout the world. Entrants must produce evidence of that consent to the ORGANISERS if requested.

In the event of a dispute regarding the identity of an entrant, the Submission will be deemed to have been made by the authorised account holder of the email address at the time of entry associated with uploading the Submission. “Authorised account holder” is defined as the natural person who is assigned to an email address by an Internet access or online service provider, or other organisation responsible for assigning email addresses for the domain associated with the email address to which the email invitation was sent.

Submissions must include a 360 degree shot of a Canadian Working Holiday Visa participant, stating their first and last name and Canadian home town. Submissions must be less than two minutes.

5. PERSONAL INFORMATION. Failure to supply all requested personal information at the time of submitting an entry might result in the entry being invalid.

6. ENTRIES. No responsibility will be taken for late/lost/misdirected mail, incomplete entries or entries with incorrect contact details. Entries will be deemed to be void if stolen, forged, mutilated or tampered with in any way.

7. NUMBER OF ENTRIES. You may upload a maximum 10 (ten) submissions during the Contest Period, however, the same photograph or video content cannot be uploaded more than once. Each Submission must be wholly original. If duplicate Submissions are entered then only the first of those Submissions received by the ORGANISERS will be accepted.

8. PRIZES. There are prizes to be won. There are up to four prizes to be won which consist of:

- 1) One Auckland Prize Package: consisting of one free Auckland Skydive, one Ecozip Zipline on Waiheke Island, two nights accommodation at Skycity including breakfast for one person, one Skytower tour, one Skyjump from the Skytower, one food and beverage voucher up to the value of \$50.00 at Habana Joe's bar.
- 2) One Rotorua Prize Package: consisting of four rides at Agro Adventures, one raft and sledge with Kaitiaki Adventures, a food and beverage voucher to the value of \$50.00 at SOBAR, accommodation for one person for two nights at Base Backpackers Rotorua, a food and beverage voucher to the value of \$50.00 at Lava Bar Rotorua, one tour of Te Puia, a three ride deal for one person including photos and video at OGO.
- 3) One Queenstown Prize Package: consisting of one AJ Hackett Bungy jump, one NZONE skydive, accommodation for one person for two nights at YHA Queenstown, one Canyon Swing.
- 4) One Bus Tour Pass Prize: consisting of a Kiwi Experience bus pass worth up to \$500.00 NZD. The specific pass is dependent on the prize winner's pick up point and will determine where the travel network will take them.

Arrangements for the fulfilment of the prizes will be made by the ORGANISERS or its appointed prizing agent. The prizes are to be redeemed between July 22 2017 and August 13 2017. The travel, accommodation, food and beverage vouchers may have certain restrictions and blackout times or dates which apply during this period, and are subject to availability. The ORGANISERS reserve the right to award more than one prize to one entrant. The prizes are non-transferable or exchangeable by the winners, and cannot be redeemed for cash. The ORGANISERS reserve the right to substitute any prize of equal or greater value at its sole discretion, or change the allocation of prizes. All taxes or other expenses relating to the use, acceptance and possession of the prizes are the sole responsibility of the winner(s). The chances of winning a prize depend on the number of eligible Submissions received during the Contest Period. Cash or gift vouchers may be substituted for a prize at the sole option of the ORGANISERS. Only the person selected as a winner of the Contest can be awarded a prize. No family member, friend or any other person may claim that prize on that winner's behalf.

Any changes to travel dates or additional accommodation outside the travel period specified in the prize details made by the winner which incur additional costs are to be paid by the prize winner. All prizes are subject to standard terms and conditions of the company supplying the prizes.

9. LOSS OR DAMAGE. Subject to any applicable law which cannot be excluded, the ORGANISERS and their employees are not responsible for any loss or damage whatsoever that is suffered (including but not limited to indirect or consequential loss) or for personal injury suffered or sustained during the course of accepting or using the prizes.

#### 10. WINNER SELECTION.

- 1) All eligible Submissions will be reviewed by International Experience Canada and finalists will be reviewed by a panel of three (3) judges made up of representatives of the ORGANISERS and International Experience Canada (the "Judging Committee"). The Submissions will be judged on the basis of quality, subject matter, and style that will best represent New Zealand in a video format, whether the submission criteria have been met, and the best and/or most unique representations of New Zealand. The key themes are adventure, Maori culture, uniquely New Zealand and New Zealand work experience. The Judging Committee has the authority to determine the number of winners in its sole discretion, however there will be a minimum of one (1) winner.

The allocation of prizes will be at the discretion of the ORGANISERS and will consider where applicants have already visited in New Zealand, the current location of applicants, and applicant preferences.

Winners will be required to take user generated video footage of themselves participating in their prize activity and to submit this footage to the ORGANISERS by 13 September 2017. Winners will be required to allow the Organisers, its prizing agents or others to take video footage of themselves participating in their prize activity. Video footage from the prizing agent of the winners participating in prize activities will also be supplied to the ORGANISERS where possible. Winners consent to the posting of such footage and the use of their name, likeness and image for promotional purposes by the ORGANISERS and its Partners in connection with this Contest. The ORGANISERS and its Partners may also use such footage of prize winners and their name, likeness and image, in its sole discretion, for the 'final cut' and for promoting Canadian Working Holiday in all media throughout the world.

11. The decision of the Judging Committee in relation to any aspect of the Contest is final and no correspondence will be entered into.

12. HOW TO WIN AND CLAIM A PRIZE. The selected entrants will be notified by phone or email and instructed on how to claim his/her prize. To be declared a winner an entrant must comply with these official Contest rules. The winner will also be asked to provide contact information for each individual appearing in his/her Submission and may be asked for proof of their consent to appear in your Submission. Awarding of a prize is subject to verification and compliance with these official Contest rules. Entrants who have not complied with these official Contest rules and cannot deliver these materials will be disqualified. If the selected entrant cannot be located or does not respond or comply with all of these official Contest rules within seven (7) days of notification, the entrant will be disqualified and forfeits the prize and the Judging Committee or its representatives may, at its sole and absolute discretion, select another eligible entrant whom the ORGANISERS or its representatives will attempt to contact, and who will be subject to disqualification, in the same manner. The winners will be contacted following verification with details on how to redeem their prize. The ORGANISERS will not be responsible for failed attempts to notify selected entrants. If your contact details change after you upload your Submission, it is

your responsibility to notify the ORGANISERS. All winners will be selected by July 21, 2017.

13. ADDITIONAL CONDITIONS OF PARTICIPATION. By participating in this Contest, each entrant accepts and agrees to these official Contest rules and all decisions of the Judging Committee (who may be partners, employees, agents or independent contractors of the ORGANISERS), which shall be final and legally binding on entrants in all matters relating to this Contest. The winner(s) agree that they will not be receiving any royalties, license fees, or other similar payments should the ORGANISERS choose to use their Submission. The winner(s) agrees to the use of his/her Submission, name, comments, photograph, video, and other likeness for publicity purposes, and grants to the ORGANISERS and its Partners any and all rights to said use without further compensation. The ORGANISERS and its Partners and respective affiliates are not responsible for printing, distribution, or production errors. The ORGANISERS may, at their sole discretion and without liability, rescind or amend this Contest at any time. This Contest is subject to all applicable laws and regulations.

14. LIMITATION OF LIABILITY. Except for any liability that cannot be excluded by law, the ORGANISERS will not be held accountable or liable to any person for any direct or indirect, incidental, consequential, special, tentative or exemplary loss, damages or expenses arising from, connected with, or relating to the Contest or use of any prizes, including but not limited to breach of these official Contest rules, contract or tort (including negligence) and any other common law, equitable or statutory remedy. Winners of prizes take such prizes entirely at their own risk and indemnify the ORGANISERS for any loss that may occur in connection with the prizes, including in the event of the prizes being lost completely, and any claim for damages, personal injury, damage to property or loss of life that may occur in connection with the prizes. By entering this Contest, each entrant acknowledges and agrees that the ORGANISERS, its Partners, advertising agency and their respective affiliated companies, agencies, contest prize suppliers, and their respective officers, directors, employees and agents (collectively, the "Contest Group"): (i) shall have no liability of any kind whatsoever with respect to this Contest and/or the awarding or use of the prizes, (ii) makes no warranty, guaranty or representation of any kind concerning the prizes, (iii) disclaims any implied warranty, and (iv) is not liable for injury, loss or damage of any kind resulting from the entrant's acceptance or use of the prizes or otherwise from such entrant's participation in this Contest. The Contest Group is

not responsible for typographical or other errors in the offer or administration of this Contest, including, but not limited to, errors in advertising, the official contest rules, the selection and announcement of winners, or the distribution of the prizes. The Contest Group is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems or servers, computer software problems or traffic congestion on the internet or at any website and assumes no liability for damage to entrant's or any person's computer resulting from participating in the Contest.

15. FACEBOOK. Facebook is not a sponsor of this Contest, nor is this Contest endorsed by, administered by or associated with, Facebook. By entering this Contest you agree to release Facebook from any and all liability associated with this Contest. Any personal information that you provide in order to enter this Contest is being given to the ORGANISERS and its Partners, not to Facebook, and is subject to the ORGANISERS and its Partners' privacy policy as indicated in paragraph 16. All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Contest.

16. PERSONAL INFORMATION. The personal information gathered about entrants in the course of this Contest will be used by the ORGANISERS and its Partners for the administration of the Contest and in connection with publicity relating to the Contest. Entrants may also be contacted by the ORGANISERS and its Partners regarding future usage of Submissions. By emailing and uploading your Submission, you agree that the ORGANISERS may send you promotional material or other updates or communications, which you may "unsubscribe" from at any time by sending an email to [canucks.in.newzealand@gmail.com](mailto:canucks.in.newzealand@gmail.com). Entrants may access, update and request correction of their personal details held by the ORGANISERS by contacting the ORGANISERS at [canucks.in.newzealand@gmail.com](mailto:canucks.in.newzealand@gmail.com). The ORGANISERS will hold the personal information of entrants in accordance with the Privacy Act 1993.

17. GOVERNING LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these official contest rules, or the rights and obligations of an entrant in connection with the Contest, shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the non-exclusive jurisdiction of New Zealand Courts. All dollar values quoted are in New Zealand dollars.

18. LANGUAGE. In the event of any discrepancies between the English language rules and the French language rules for this Contest, the English rules shall prevail.