

**NOT FOR PROFIT ORGANISATIONS DONATIONS DRAW AND USEAGE TERMS AND CONDITIONS**

**A. INTRODUCTION**

**1. Scope**

Due to the large number of requests received by NZR from Not For Profit Organisations for Memorabilia, NZR is running 4 draws each year for the allocation of Memorabilia to eligible Not For Profit Organisations ("**Draws**"). Entry and participation in the Draw, and if successful in a Draw, usage of Memorabilia, is subject to the following terms and conditions ("**Terms and Conditions**").

**2. Definitions**

- Application** means the application of a Not For Profit Organisation that contains such information as NZR requires to assess the Not For Profit Organisation's eligibility to be entered into a Draw.
- Memorabilia** means 24 annually selected items of NZR memorabilia which will vary but will generally consist of signed player replica jerseys, signed rugby balls or signed team photos. NZR reserves the right to change the number and types of Memorabilia available for any or all Draws.

**B. THE APPLICATION PROCESS**

- 3.1 Applications must be received on or before the date that is 5 working days prior to a Draw ("**Registration Date**"). Applications received after a Registration Date will not be included in the corresponding Draw, but may be included in the next Draw.
- 3.2 Applications can only be submitted by Not For Profit Organisations that are based in New Zealand. Companies, other for profit organisations and other organisations considered ineligible by NZR will not be eligible for entry into Draws. Applications received from anyone who does not meet these or any of NZR's other eligibility criteria will be rejected and will not be eligible for entry into Draws.
- 3.3 Only fully completed Applications meeting NZR's eligibility criteria will be accepted and entered into a Draw. Other Applications, including those received with insufficient postage, which are incomplete, unclear or damaged may be rejected. Applicants are responsible for ensuring all information recorded in their Application is accurate and correct.
- 3.4 Only one Application submitted per Not For Profit Organisation ("**Applicant**") will be accepted for entry into Draws. If an Applicant submits more than one Application then only the first eligible Application received from that Applicant will be accepted for Draws and all other Applications from that Applicant will be disregarded.
- 3.5 NZR will assess each Application and approve eligible Applications for entry into the next relevant Draw. NZR will advise the Applicant by email of the approval of their Application and entry of the same into the next relevant Draw. Approval of Applications for entry into a Draw is final and at the entire discretion of NZR.
- 3.6 NZR will bear no responsibility for applications that are lost or not received, including through technical malfunctions of the Internet, or failure of computer hardware or software, incorrect, incomplete, illegible, or out of date.

**C. THE DRAW**

- 4.1 If, after the Registration Date, demand exceeds supply for a particular Draw, all Memorabilia for that Draw will be allocated by NZR to those it draws out of the Draw. If demand does not exceed supply for that particular Draw, each Applicant entered into the Draw will be successful.
- 4.2 All Applications that are unsuccessful in a Draw will automatically be transferred to the next Draw if the date of that Draw is at least 20 working days before the date specified in the Application as the date of the event for which the Memorabilia is requested. If the date specified in the Application as the date of the event for which the Memorabilia is requested is less than 20 working days after the date of the next Draw, the Application will be ineligible for entry into any other Draw.
- 4.3 The Draws will take place quarterly on or about the following dates: 15 March, 15 June, 15 September and 15 December.
- 4.4 NZR does not guarantee successful Applicants will be allocated the item of Memorabilia that they request. The Memorabilia allocated to successful Applicants in a Draw is final. Successful Applicants will not be able to substitute an allocated item of Memorabilia for another item or Memorabilia. The Memorabilia allocation and the Draw are final and no correspondence will be entered into.
- 4.5 Applicants can receive a maximum of 1 item of Memorabilia every two years, and following allocation of that item, any applications by that Applicant will be removed from the Draws for the rest of this time.
- 4.6 If NZR is unable to notify a successful Applicant on any of the contact telephone numbers or email addresses provided, the relevant item of Memorabilia will be returned to the Draw pool and reallocated to the next Applicant drawn by NZR with the next applicant becoming the successful applicant.
- 4.7 If any items of Memorabilia are still available after all Draws, NZR reserves the right to hold an additional Draw or to otherwise distribute, or to decline to distribute, the remaining items of Memorabilia to Applicants.

**D. DELIVERY AND USE OF MEMORABILIA**

- 5.1 NZR will endeavour to notify each successful Applicant within a few working days of the date of the relevant Draw. Successful Applicants will also be published by the NZRU on its website [www.allblacks.com](http://www.allblacks.com) within 10 working days of the relevant Draw.
- 5.2 Each successful Applicant will have their item of Memorabilia delivered to them within 1 week of the date of the Draw. NZR will not replace or be liable for an item of Memorabilia if it is delayed, lost, stolen, forgotten, damaged, forged or unreadable.
- 5.3 Subject to clause 5.4 below, each item of Memorabilia is provided on the condition that it may not be offered, provided, supplied, sold, transferred or traded at a premium or in conjunction with other goods or services, nor bundled with any other goods or services, used for any commercial or non-charitable purposes (including competitions or promotions) or to enhance the demand for any other goods or services without the prior written approval of NZR.
- 5.4 Notwithstanding clause 5.3 above, an item of Memorabilia may be auctioned by a successful Applicant to raise funds in support of its operations, including by "on-line" using an auction site such as Trademe.co.nz or e-bay, provided that (a) NZR is given notice of the on-line auction before it commences; (b) NZR approves the wording of the auction listing; and (c) the listing includes the words "this item has been donated to the Vendor by New Zealand Rugby".

**E. GENERAL**

- 6. Applicants acknowledge and agree that information provided by Applicants in their completed Application Forms will be entered into an NZR database for use in connection with the conduct of the Draws and to enforce these Terms and Conditions. Applicants also agree that the information supplied by them may be retained by the NZRU to be used in the future to provide Applicants with information on events or products and services of NZR, its provincial unions and other affiliated members of NZR or companies selected by NZR. Any personal information will be held in accordance with the Privacy Act 1991.
- 7. NZR reserves the right to make amendments to these Terms and Conditions from time to time. Applicants are responsible for checking the Terms and Conditions on a regular basis to review any amendments which will be available upon request from NZR. Applicant's continued participation in the Draws indicates acceptance of any amendments.
- 8. These Terms and Conditions will be governed by and interpreted in accordance with the laws of New Zealand. All disputes arising from or related to these Terms and Conditions will be submitted to the competent Court in New Zealand.

**F. SIGNATURE**

I/we sign these Terms and Conditions as authorised signatories of the Applicant listed below, having read and understood them.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Position \_\_\_\_\_ Position \_\_\_\_\_