

Think New Grant – Terms and Conditions

Promotion

1. These terms and conditions relate to and govern the Think New Grant promotion operated by Education New Zealand (ENZ) (Promotion). The Think New Grant aims to support International Students currently studying in New Zealand who are working on a project that aims to have a positive impact. The Think New Grant is intended to go toward a student project to support students' new ideas, new solutions, and new ways of thinking.
2. In these terms and conditions, a reference to "you" or "your" means the person entering into the Promotion (or the nominee, as the case may be) (the Entrant).
3. The Promotion is open to Non-New Zealand residents aged 18 years or over who are currently enrolled to study with a New Zealand institution (International Students). For International Students between the age of 16-18 years of age, a guardian or teacher in New Zealand (over 18 years) may enter the Promotion on the International Student's behalf (nominee).
4. The purposes of the Promotion are to:
 - A. provide you (or the nominee) with the opportunity to obtain the Grant in accordance with these terms; and
 - C. allow ENZ to offer existing International Students information in relation to studying in New Zealand and other promotional material about ENZ's activities (together the Purposes).
5. The Promotion opens on 01 March 2019 and closes at 11.59pm 20 March 2019.

Grant

6. Through the Promotion ENZ will offer a one-off grant of NZD\$5,000.00 to be used towards the Entrant's (or nominee's) specified project or research (Grant).
7. The Grant will be paid to a value of NZD\$5,000.00, provided that the requirements of these terms and conditions (including the eligibility criteria) are met to ENZ's satisfaction.
8. ENZ will pay the Grant of NZD\$5,000.00 directly as a lump sum payment to the successful Entrant (or nominee) within three months of the Grant Winner's acceptance. All additional costs and expenses associated with the Entrant's project over and above the value of the Grant are the sole responsibility of the Entrant.

Entry into the Promotion

9. In order to be eligible to enter the Promotion and receive the Grant, you must:
 - A. currently studying at a New Zealand institution;
 - B. be aged 16 years or older as at 20 March 2019; and
 - C. be a resident of a country other than New Zealand. You must be an International Student (i.e. studying in New Zealand on a student visa).

For International Students between the age of 16-18 years of age, a guardian or teacher (over 18 years of age) in New Zealand is required to enter the Promotion on the nominee's behalf. 10. In order to enter the Promotion, the Entrant must; by 11.59pm 20 March 2019:

- A. Fill out and submit the application form by following the instructions and link outlined at enz.govt.nz (or you may apply directly through the [Community Force website](#)).
- B. Create a 120 second video, uploaded to YouTube or Vimeo and post this URL on Community Force as part of your application form. In the video you must tell us about yourself and your project. Explain why you chose to study in New Zealand and describe how NZ\$5,000 could help you make a better future. Any video that exceeds 120 seconds in length may not be considered.
- C. All video work must have contents, images and sounds that:
 - (a) are respectful to any nation, custom, tradition, moral, ethics and religion;
 - (b) do not encroach or infringe on any rights or interests of any person, association or organisation in a way that may damage their reputation or privacy;
 - (c) does not contain or convey any indecent content or message and does not use words or expressions in that are rude, defamatory, insulting, offensive, encourage gossip or that , incite disharmony, violence or conflict; and
 - (d) the video must be an original creation of the Entrant. In the event it has been jointly developed by some other individuals, names of such individuals should be given. The Entrant in such case represents that it has the rights to submit such a video as his/her own and that the other individuals have no objection to the same. Likewise if the video contains images and/or voice recordings of individuals other than the Entrant, the Entrant shall ensure and represents that it has the necessary consents from the individuals to make the video and submit it to ENZ for the purposes of the Promotion and in accordance with these terms.

Obligations

11. By entering the Promotion you agree to:

- A. at all times maintain a responsible attitude to the Promotion and use of the Grant;
- B. comply with all applicable laws and regulations;
- C. consent to and enable ENZ to contact you via email and/or phone call for the purpose of facilitating the Promotion;
- D. consent to and enable ENZ to contact you via email and/or phone call regarding your application, project and/or student experience for promotional purposes, including allowing ENZ to use, reproduce, and publish your story, project idea, and/or video in connection with its promotional activities (regardless of whether you are the Grant Winner or not).
- E. comply with any reasonable directions or guidelines ENZ may give you from time to time in relation to the Promotion and Grant; and
- F. not engage in any conduct that may, or is likely to, cause damage to, adversely affect, bring into disrepute, scandalise or ridicule the good name, reputation or image of ENZ

Selection of winner and notification

12. ENZ will select from the valid entries one winner of the Promotion (Grant Winner).

13. The Grant Winner (and the guardian or teacher in respect of any nominee) will be notified by ENZ at the email address and/or phone number included in the application form in March 2019. ENZ's decision is final and no correspondence or discussion will be entered into.

14. The Grant Winner will receive direct bank deposit for the value of the Grant in accordance with clause 8 of these terms.

15. Upon request from ENZ, the Grant Winner must provide:

- A. Proof of enrolment at a New Zealand institution.
- B. Proof of age.

Use of Grant funds

The Grant is to be used solely for the purpose of supporting the project, research or new idea outlined in the Grant Winner's application (e.g. equipment, course fees, research costs etc). The Grant is awarded in good faith on the basis that it will be used in a responsible manner consistent with the intent of the Grant, for projects that aim to have a positive impact. ENZ reserves the right at any time to request reasonable documentation or other evidence from the Grant Winner to demonstrate that it has used the Grant in accordance with these terms and conditions.

Eligibility

16. You must meet all of the eligibility criteria set out at paragraph 9 of these terms.

Only one entry is permitted per Entrant (or nominee).

17. If you provide incorrect or incomplete information ENZ reserves the right to withdraw your entry.

18. Employees of ENZ, and their immediate family members, are ineligible to enter the Promotion.

19. ENZ reserves the right to remove any person from contention for winning the Grant for any reason and at any time.

ENZ reserves the right to modify or cancel the Promotion at any time and for any reason if deemed necessary in its sole discretion. ENZ may also change the terms and conditions for this Promotion at any time by posting a revised version of these terms and conditions on www.enz.govt.nz.

If a winning Entrant is unable to be contacted after reasonable attempts have been made to do so, ENZ reserves the right to offer the Grant to the next best entry.

20. If at any time:

- A. ENZ identifies that:
 - I. the entry of the Grant Winner contains incorrect or incomplete information; or
 - II. the Grant Winner is, or becomes, ineligible to participate in the Promotion in accordance with these terms; or
 - III. the Grant Winner has breached any of its obligations under these terms

or

- B. the Grant Winner is unable to participate or fulfil their obligations and requirements in relation to the Grant for any reason,

ENZ reserves the right to immediately disqualify that Entrant and to choose another Grant Winner to receive and participate in the Grant.

Where an Entrant is a guardian or teacher of a nominee, you represent that you have the nominee's fully informed consent to enter the Promotion on their behalf, and you acknowledge and agree that you are, and shall remain, responsible and liable at all times for the nominee's compliance with the terms of the Promotion and use of the Grant (should the nominee be selected as the Grant Winner).

Permissions

21. If you are selected as the Grant Winner, you hereby authorise ENZ to:
- A. publish your name, photograph and video on the ENZ website in connection with any content regarding the Promotion or other ENZ promotional or marketing activity;
 - B. take photographs and film you during your use of the Grant and/or for the purposes of creating promotional content related to the Promotion or your project (Promotional Material); and
 - C. use your personal information (including your name, age and photograph), the information contained in your entry and the Promotional Material for any of ENZ's promotional activities, including on social media.
22. By entering the Promotion you:
- A. agree that all of the intellectual property and other rights in and to the Promotional Material or other content created by ENZ in connection with the Promotion are the property of ENZ;
 - B. consent to ENZ contacting you about your application, project and/or student experience for promotional purposes;
 - C. acknowledge that all intellectual property rights subsisting in the video and project will remain with you (or the creator) and;
 - D. acknowledge that all information contained in your application will be held for a period of 24 months from the closing date of the Promotion.

23. This Promotion is governed by the laws of New Zealand and the use of personal information is governed by the Privacy Act 1993.

24. We will collect, hold and use your personal information in accordance with our obligations under the Privacy Act 1993 and ENZ's privacy policy available at [https://www.studyinnewzealand.govt.nz/privacy-policy?_ga=2.145662452.1564123564.1551391623-477179187.1539028950]. In this regard, you may contact ENZ at any time at scholarship@enz.govt.nz to view the personal information we hold about you. You are also entitled to request that errors in your personal information are corrected.

Liability

25. To the fullest extent permitted by law ENZ will not be liable for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for personal injury as a result of your (or a nominee's) participation in the Promotion and/or use of the Grant.

26. You agree to indemnify, and keep indemnified, ENZ against all claims, demands, costs (including legal costs on a solicitor and client basis), losses, expenses and damages arising out of your (or a nominee's) participation in the Promotion and/or use of the Grant or your (or a nominee's) breach of these terms and conditions.

27. If any act, omission, event or circumstance occurs which is beyond the reasonable control of ENZ and which prevents ENZ from complying with these terms and conditions, ENZ will not be liable for any failure to perform or delay in performing its obligations.

28. ENZ is not responsible for any problems or technical malfunction of any network or lines, computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to the Entrant's or any other person's computer or mobile telephone related to or resulting from participation in the Promotion.

29. The Entrant bears the sole liability for any claims relating to their activities carried out in relation to the Promotion or use of the Grant.

30. If your entry incorporates any personal information of any person (including the identity or image of any person) you confirm that the person concerned has consented to the use of his/her image and personal information.

31. The Entrant declares and warrants that the entry (including the video) submitted is their own original work (or the nominee's as the case may be) and does not infringe any third party's rights such as copyrights, patents, trade marks, trade secrets, including musical composition or performance rights, video rights, or image rights or any other intellectual property rights of any third party.

32. ENZ accepts no responsibility for entries that are lost or delayed, or which are not received for any reason.