

Terms and Conditions

FROM5T04
The mobility game

Prizes

In some cases you will automatically be entered into any prize draws for which you become eligible interacting with the website during the competition period. This means that by interacting with the site you agree to these terms and conditions.

From5to4 and its partners will automatically put you into the draw for prizes when you undertake and report your participation in undertaking activities that result in you being eligible to win. For example, when you register, record travel behaviour and achieve a certain level of travel behaviour change, you will be eligible to win and thus entered into the draw.

FROM5T04 is not responsible for receipt of incorrect, inaccurate, or incomplete information, caused by an entrant or during transmission. FROM5T04 and its project partners are not liable in any way for any damages, expenses, misinformation, liability or injury arising out of or in any way connected with any prizes offered. It cannot accept any responsibility for any damage, loss or injury suffered as a result of accepting or experiencing any prize.



Terms of the 'game'

1. The 'game' is open between March 7 – April 15 2016. It is open to people aged 16 or over who live in Stonefields, Auckland (See map: https://www.google.co.nz/maps/place/Stonefields,+Auckland/data=!4m2!3m1!1s0x6d0d4975b350fe2b:0xdf8575c891834437?sa=X&ved=0ahUKEwif3sH0ro_LAhULKZQKHW5eBScQ8gElGTAA).
2. Register for the game through the From5to4 website (<http://www.f5t4.co.nz/>), or through one of our representatives.
4. Employees of From5to4, Opus International Consultants and Auckland Transport are welcome to join but ineligible to win prizes.
5. Individuals can only register once, but there can be more than one person registered per household.
6. Registrations can continue throughout the duration of the game. The closing date for registrations and for recording any outstanding trips from the game period 48 hours after the end of the game.
7. Trips must occur within the game period to contribute to the team's results.
8. Trips must be recorded via <http://www.f5t4.co.nz/> . If trips are not recorded in this way, they will not contribute to the team's results.
9. All participants take part in the game at their own risk. All participants are responsible for ensuring that the bicycles they ride and cars they drive are in a roadworthy condition and are responsible for observing the rules of the Road Code. NB: Neither the project partners, Auckland Transport, From5to4, Opus International Consultants, nor any sponsors or promoters of the game accept responsibility for any injury sustained or property damaged in the course of anyone's participation in the game.
10. From5to4 shall not be held responsible for any late, incomplete, corrupted, incorrect or illegible registrations as a result of any software or hardware failure, postal delay or otherwise.

11. The results and prize winners' details will be made available for a period of six weeks from the end of the game period.

12. The official 'game' results and prize winners will be announced and published on the game website on the first Friday after the Challenge has ended. Up until this point, results are not final and are subject to change at any time.

14. To claim their prize, proof of age and identity may be required from the winner.

15. Prize winners may be asked to participate in publicity and promotional activities.

16. From5to4 and its partners' decisions regarding 'game' results, winners and prizes is final and binding and no correspondence shall be entered into.

17. From5to4 and its partners reserve the right to substitute any prizes for a prize of an equal, lesser or greater value in the event of circumstances beyond its control. No cash or alternative prizes are available.

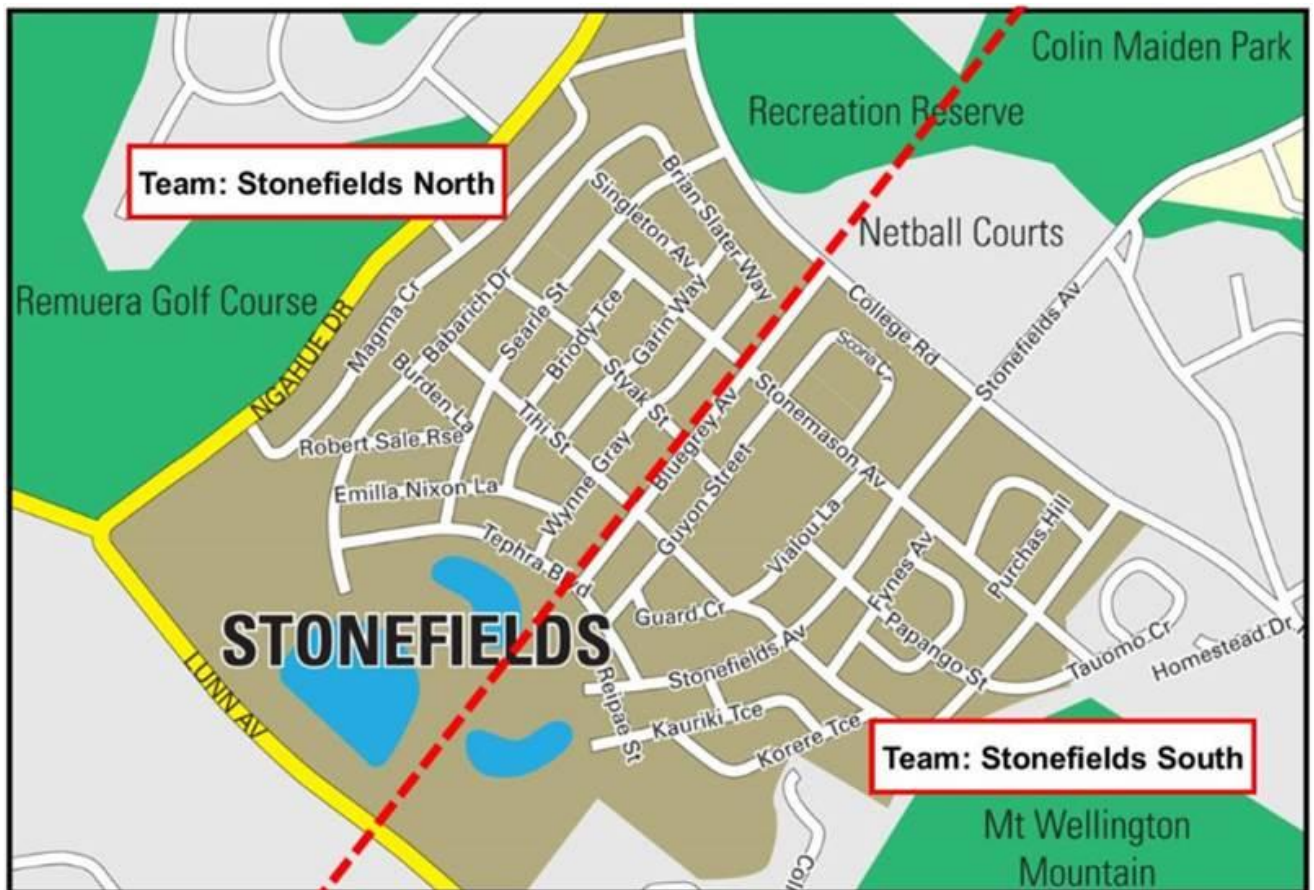
18. From5to4 and its project partners are not liable in any way for any misinformation, expenses, damages, liability or injury arising out of or in any way connected with the game, From5to4 website or prizes offered. It cannot accept any responsibility for any damage, loss or injury suffered as a result of accepting or experiencing any prize.

19. From5to4 and its project partners reserve the right to amend or cancel any aspect of the game without notice.

Team Awards

There are two teams within the game: Stonefields North and Stonefields South, the two team will compete against each other for virtual awards within From 5 to 4 and real prizes.

To encourage participation and change, all players that receive a virtual award within the 'From 5 to 4' game will be entered into a draw to win one of ten supermarket, itunes or movie vouchers.



Data Protection Statement

1. Participants' information will be held by From5to4 and its project partners (Opus International Consultants and Auckland Transport). Data collected will be used by From5to4 and its project partners to evaluate the programme and to demonstrate the impact it has on participants.
2. From5to4 and its project partners will use personal information submitted on registration to provide information or services relating to the From5to4 Stonefields programme. Personal data used will include name, email address and other supplied information.
3. From5to4 is a global service and by storing your personal data on the site and sharing your profile with other From5to4 users you give consent for your personal data to be transferred overseas.
4. Participants can opt out of receiving communications from From5to4 and its project partners at any time.
5. From5to4 and its project partners will not pass on any personal information to third parties.

General Terms and Conditions

Limitation of Liability

In no event will From5to4, or its suppliers, licensors, local partners, clients or supporters be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for i) any special, incidental or consequential damages; ii) any injury or accident you have; or iii) for interruption of use or loss or corruption of data.

Indemnification

You agree to indemnify and hold harmless From5to4, its contractors, licensors, Local Partners, clients and supporters and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of From5to4 and your use of a bicycle, car, or any experience or incident you have with others. You travel at your own risk and you are responsible for ensuring that the vehicles and bicycles used are in a roadworthy condition. You are responsible for observing the rules of the road and travelling in a safe and careful manner. We care about you, so please take care of yourself.

User Agreement Changes

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarise yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified User Agreement.

Termination of Use

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of F5T4.co.nz and its resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

Governing Law

From5to4 is controlled by From5to4 from our offices located in the Netherlands. It can be accessed by most countries around the world. As each country has laws that may differ from those of the Netherlands, by accessing our website, you agree that the statutes and laws of the Netherlands, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site.

Furthermore, any action to enforce this User Agreement shall be brought in the Courts of the Netherlands. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Email Opt Out

1. To opt out of receiving communications from From5to4 or the project partners at any time, send an email titled "unsubscribe" to info@f5t4.co.nz
2. Alternatively, click on the 'unsubscribe' link on any email communication received.