**LOUD SHIRT DAY TERMS OF USE**

**1. AGREEMENT TO TERMS**

1.1 Please read these Terms of Use carefully. They apply to your use of this website ("LOUD SHIRT DAY").  
1.2 By using LOUD SHIRT DAY, you accept these Terms of Use. If you do not accept these Terms of Use, you should not use LOUD SHIRT DAY.  
1.3 You do not need to register your details on LOUD SHIRT DAY to browse the website. However, some features of LOUD SHIRT DAY will require you to register (for example, receiving email updates, or becoming a registered fundraiser and receiving fundraising guidance and updates).  
1.4 In these Terms of Use:  
"We", "us", and "our" means The Hearing House and the Southern Cochlear Implant Programme ("SCIP");  
"You" and "your" refers to you.

**2. RIGHTS**

2.1 Your right to use LOUD SHIRT DAY

You may use any of the material on LOUD SHIRT DAY for your personal use only or as part of fundraising activities for LOUD SHIRT DAY. This includes copying, printing and sharing on social media.

If you want to modify any of the information on LOUD SHIRT DAY, or use the material on LOUD SHIRT DAY for commercial or business purposes, you will need to get our consent first. Please contact [loudshirtday@hearinghouse.co.nz](mailto:loudshirtday@hearinghouse.co.nz) or 09 579 2333.

2.2 IP rights in LOUD SHIRT DAY

We own all intellectual property rights in LOUD SHIRT DAY, including all of the content of LOUD SHIRT DAY and all software code underlying and forming part of LOUD SHIRT DAY.

2.3 Our right to use your content

When posting or uploading any content to LOUD SHIRT DAY (such as sharing your story) or making contact with other users of LOUD SHIRT DAY, you agree that:

(a) we can use that content (for example, displaying it on the website); and

(b) you haven’t breached anyone else’s intellectual property rights (for example, you haven’t copied someone else’s content without their permission).

**3. ACCEPTABLE USE**

3.1 Compliance with law

You agree to use LOUD SHIRT DAY in a manner that complies with New Zealand law, doesn’t infringe anyone’s rights (including our rights), and doesn’t restrict or inhibit anyone’s use and enjoyment of LOUD SHIRT DAY.

3.2 Specific prohibitions

In particular, you agree not to (or attempt to):

(a) damage or harm LOUD SHIRT DAY, or any underlying or connected network or system;

(b) do anything that could prevent LOUD SHIRT DAY working properly (for example, a denial of service attack);

(c) upload or post any content on LOUD SHIRT DAY (or use LOUD SHIRT DAY to transmit any communication) which is objectionable or not in the spirit of LOUD SHIRT DAY. This includes any content that is illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise objectionable; or

(d) bully, intimidate, or harass any user of LOUD SHIRT DAY.

3.3 Monitoring and removal of content

We will endeavour to monitor and moderate any content posted to LOUD SHIRT DAY. This includes removing any content that is inappropriate or breaches these Terms of Use. However, we aren’t liable for anything we might inadvertently miss.

If you find something on LOUD SHIRT DAY that is inappropriate, please contact us at [loudshirtday@hearinghouse.co.nz](mailto:loudshirtday@hearinghouse.co.nz) or 09 579 2333.

3.4 Unsolicited email

We don’t consent to receiving unsolicited email (i.e. spam), even though there may be email addresses published on LOUD SHIRT DAY.

**4. MEMBERSHIP**

4.1 Registering for Loud Shirt Day via the fundraiser registration form will submit your information to us as a registered fundraiser. Registering via the email updates field will submit your information to us to receive email updates only.

4.2 Registration will automatically add you to our database to receive updates via email or phone about Loud Shirt Day. You can unsubscribe at any time via the email ‘unsubscribe’ link or by emailing us at [loudshirtday@hearinghouse.co.nz](mailto:loudshirtday@hearinghouse.co.nz)

**5. DISCLAIMER**

5.1 The information available on or through LOUD SHIRT DAY is intended to provide general information to the public and all reasonable measures have been taken to ensure the quality and accuracy of that information. However, we:

(a) may change, delete, add to, or otherwise amend information contained on LOUD SHIRT DAY without notice; and

(b) are not responsible for the content of other websites linked (except those of The Hearing House and SCIP) to or referenced from LOUD SHIRT DAY.

5.2 The contents of LOUD SHIRT DAY are not legal advice and before acting on any information you should take specific advice from qualified professional people.

5.3 We don’t endorse any commercial product, process, or service, even if it is referred to on LOUD SHIRT DAY.

5.4 LOUD SHIRT DAY may also contain advice, opinions and statements of other people. We are not responsible for the content of any third party statements, and don’t endorse them even if they appear on LOUD SHIRT DAY.

5.5 We do not accept any responsibility or liability for any action taken as a result of the information on LOUD SHIRT DAY.

5.6 Each page on LOUD SHIRT DAY must be read in conjunction with this disclaimer and any other disclaimer that forms part of the page or LOUD SHIRT DAY.

**6. COOKIES**

Cookies are small pieces of information that are stored in a browser-related file on your computer's hard drive when you use the website. Cookies are widely used on most major websites. LOUD SHIRT DAY uses cookies/web measurement tools to count how many people are using LOUD SHIRT DAY and assess how they are using it so that we can improve your experience when using LOUD SHIRT DAY.

**7. PRIVACY STATEMENT**

Our treatment of personal information is set out in our privacy statement. By using LOUD SHIRT DAY, you will be taken to have read and agreed to the terms of the statement. You have the right under the Privacy Act 1993 to access and request to update and/or correct your personal information. If you want to check your personal information that we may have collected from you and hold (or to request the correction of any such information), please contact [loudshirtday@hearinghouse.co.nz](mailto:loudshirtday@hearinghouse.co.nz).

**8. AMENDMENTS TO THESE TERMS OF USE**

We may change these Terms of Use from time to time. Changes will be effective immediately when we post the amended Terms of Use on LOUD SHIRT DAY. You are responsible for ensuring you are familiar with the latest Terms of Use. By continuing to use LOUD SHIRT DAY, you agree to be bound by the Terms of Use as changed.

**Apple TV Prize Terms & Conditions**

1. The promoter is: The Hearing House Ltd (company no. 947539) whose registered office is at 251 Campbell Road, Greenlane, Auckland 1061.
2. The competition is open to residents of New Zealand except employees of The Hearing House and the Southern Cochlear Implant Programme and their close relatives and anyone connected with drawing of the competition.
3. There is no entry fee and no purchase necessary to enter this competition.
4. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.
5. Route to entry for the competition and details of how to enter are via www.loudshirtday.org.nz
6. and the promotion will be communicated via direct eDM, Facebook and Instagram.
7. Only one entry will be accepted per person. Multiple entries from the same person will be disqualified.
8. Closing date for entry will be 24 September 2019, at 23:59. After this date no further entries to the competition will be permitted.
9. No responsibility can be accepted for entries not received for whatever reason.
10. The rules of the competition and how to enter are as follows:
11. Register via www.loudshirtday.org.nz/register to host a fundraising event, complete your fundraising event and send in all donations raised, to complete your entry.
12. All registrants for Loud Shirt Day 2019 prior to the prize being announced will automatically be added to the prize draw unless they indicate preference not to be.
13. The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter’s control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
14. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
15. The prize is as follows: 1 x Apple TV supplied by The Warehouse Royal Oak. The prize is as stated and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
16. Winners will be chosen: at random by random selection software, from all entries received and verified by Promoter and or its agents.
17. The prize draw will take place on Friday 31 October 2019 at 12:00.
18. The winner will be notified by email and/or phone within 28 days of the closing date. If the winner cannot be contacted or do not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.
19. The promoter will notify the winner when and where the prize can be collected / is delivered.
20. The promoter’s decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
21. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions. Entry into the competition will be deemed as acceptance of these terms and conditions.
22. The competition and these terms and conditions will be governed by New Zealand law and any disputes will be subject to the exclusive jurisdiction of the courts of New Zealand.
23. The winner agrees to the use of his/her name and image in any publicity material, as well as their entry. Any personal data relating to the winner or any other entrants will be used solely in accordance with current New Zealand data protection legislation and will not be disclosed to a third party without the entrant’s prior consent.
24. The winner’s name will be available after draw date by emailing the following address: LoudShirtDay@hearinghouse.co.nz
25. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other Social Network. You are providing your information to The Hearing House and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at http://www.loudshirtday.org.nz.
26. The Hearing House‘s decision as to those able to take part and selection of winners is final. No correspondence relating to the competition will be entered into.
27. The Hearing House shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to http://www.loudshirtday.org.nz.
28. The Hearing House also reserves the right to cancel the competition if circumstances arise outside of its control.

**Live Nation Tickets Giveaway Prize Terms & Conditions**

1. The promoter is: The Hearing House Ltd (company no. 947539) whose registered office is at 251 Campbell Road, Greenlane, Auckland 1061, in conjunction with Live Nation.
2. The competition is open to residents of New Zealand except employees of The Hearing House and the Southern Cochlear Implant Programme and their close relatives and anyone connected with drawing of the competition.
3. There is no entry fee and no purchase necessary to enter this competition.
4. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.
5. The promotion will be communicated via direct eDM.
6. Only one entry will be accepted per person. Multiple entries from the same person will be disqualified.
7. Closing date for entry will be 28 September 2019, at 23:59. After this date no further entries to the competition will be permitted.
8. No responsibility can be accepted for entries not received for whatever reason.
9. The rules of the competition and how to enter are as follows:
10. Share a post about Loud Shirt Day via your Facebook page with a link to the Loud Shirt Day site and ‘at tag’ @loudshirtdaynz in your post to complete your entry.
11. All people who do the above prior to the prize being announced will automatically be added to the prize draw unless they indicate preference not to be.
12. The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter’s control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
13. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
14. The prize is as follows: 2 x tickets to the Live Nation event of the winners’ choice, supplied by Live Nation. The prize is as stated and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
15. The winner cannot choose a show that is sold-out.
16. Live Nation will advise if a chosen show is not eligible at their discretion upon contact with winner and will endeavour to arrange an eligible show.
17. Winners will be chosen: at random by random selection software, from all entries received and verified by Promoter and or its agents.
18. The prize draw will take place on Friday 4 October 2019 at 12:00.
19. The winner will be notified by email and/or phone within 10 working days of the closing date. If the winner cannot be contacted or do not claim the prize within 5 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.
20. The promoter will notify the winner when and where the prize can be collected / is delivered.
21. The promoter’s decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
22. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions. Entry into the competition will be deemed as acceptance of these terms and conditions.
23. The competition and these terms and conditions will be governed by New Zealand law and any disputes will be subject to the exclusive jurisdiction of the courts of New Zealand.
24. The winner agrees to the use of his/her name and image in any publicity material, as well as their entry. Any personal data relating to the winner or any other entrants will be used solely in accordance with current New Zealand data protection legislation and will not be disclosed to a third party without the entrant’s prior consent.
25. The winner’s name will be available after draw date by emailing the following address: LoudShirtDay@hearinghouse.co.nz
26. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other Social Network. You are providing your information to The Hearing House and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at http://www.loudshirtday.org.nz
27. The Hearing House‘s decision as to those able to take part and selection of winners is final. No correspondence relating to the competition will be entered into.
28. The Hearing House shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to <http://www.loudshirtday.org.nz>
29. The Hearing House also reserves the right to cancel the competition if circumstances arise outside of its control.

**Loud Shirt Day ‘Share’ Prizes Terms & Conditions**

1. The promoter is: The Hearing House Ltd (company no. 947539) whose registered office is at 251 Campbell Road, Greenlane, Auckland 1061, in conjunction with Live Nation.
2. The competition is open to residents of New Zealand except employees of The Hearing House and the Southern Cochlear Implant Programme and their close relatives and anyone connected with drawing of the competition.
3. There is no entry fee and no purchase necessary to enter this competition.
4. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.
5. The promotion will be communicated via direct eDM.
6. Only one entry will be accepted per person. Multiple entries from the same person will be disqualified.
7. Closing date for entry will be 4 October 2019, at 23:59. After this date no further entries to the competition will be permitted.
8. No responsibility can be accepted for entries not received for whatever reason.
9. The rules of the competition and how to enter are as follows:
10. Share a post about your Loud Shirt Day event via your Facebook page and ‘at tag’ @loudshirtdaynz in your post to complete your entry.
11. All people who do the above prior to the prize being announced will automatically be added to the prize draw unless they indicate preference not to be.
12. The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter’s control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
13. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
14. The prizes are as follows: 2 x Beats Headphones (awarded separeately), 1 x Dolce Gusto set with pods, 1 x set of educational books from Sunshine Books. The prize is as stated and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
15. Winners will be chosen from all entries received and verified by the Promoter and or its agents.
16. The winner selections will take place on Mon 7 October 2019 at 12:00.
17. The winners will be notified by Facebook or email within 10 working days of the closing date. If any of the winners cannot be contacted or do not claim the prize within 5 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.
18. The promoter will notify the winners when and where the prize can be collected / is delivered.
19. The promoter’s decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
20. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions. Entry into the competition will be deemed as acceptance of these terms and conditions.
21. The competition and these terms and conditions will be governed by New Zealand law and any disputes will be subject to the exclusive jurisdiction of the courts of New Zealand.
22. The winner agrees to the use of his/her name and image in any publicity material, as well as their entry. Any personal data relating to the winner or any other entrants will be used solely in accordance with current New Zealand data protection legislation and will not be disclosed to a third party without the entrant’s prior consent.
23. The winner’s name will be available after draw date by emailing the following address: LoudShirtDay@hearinghouse.co.nz
24. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other Social Network. You are providing your information to The Hearing House and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at http://www.loudshirtday.org.nz
25. The Hearing House‘s decision as to those able to take part and selection of winners is final. No correspondence relating to the competition will be entered into.
26. The Hearing House shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to <http://www.loudshirtday.org.nz>
27. The Hearing House also reserves the right to cancel the competition if circumstances arise outside of its control.