- 1. Information on how to enter and the prize form part of these Terms and Conditions ("Terms"). Participation in this promotion is deemed acceptance of these Terms.
- 2. Entry is only open to small or medium-sized businesses (businesses with fewer than 200 employees) located in the Canterbury region of New Zealand.
- 3. Employees (and their immediate families) of the Promoter, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- **4.** Promotion commences at 9.00am on 16/11/2016 and ends at 4.59pm NZST on 30/11/2016 ("Entry Period").
- 5. There will be 1 winning entrant who will receive a "business makeover" to the approximate value of \$10,000 ("Winning Entrant"). The make-up of the Winning Entrant's prize will be determined based on the nature of the Winning Entrant's business, but will ordinarily include the costs associated with items such as: premise maintenance, marketing and branding activity, website and social media redevelopment, business management systems installation and training.
- 6. To enter the draw to win the business makeover, an authorised representative aged 18 years or over of a Business ("Authorised Representative") must send an e-mail to SMEMakeover@myob.com explaining in 200 words or fewer why the business ought to win the makeover and how the business could be made over. This e-mail must be sent within the Entry Period. The Business is then automatically entered into the draw.
- 7. MYOB will then consider the entries and select the Winning Entrant, being the entrant judged to have provided the most interesting and genuine response to the statement set out in paragraph 6. Each entry will be individually judged by the Promoter based on literary and creative merit. Chance plays no par.
- **8.** The Winning Entrant will be notified by 12:00pm NZDT on 02/12/2016. The Promoter and the Winning Entrant will then agree the exact form of the makeover, which will then occur over a mutually agreed consecutive 48-hour period to take place during the two weeks beginning 07/12/2016.
- 9. Only one (1) entry permitted per Business.
- 10. The Promoter reserves the right, at any time, to verify the validity of entries, entrant's businesses and Authorised Representatives (including an Authorised Representative's identity, age, place of residence and place of employment, and a business's place of business). The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- **11.** If there is a dispute as to the identity of a business or Authorised Representative, the Promoter reserves the right, in its sole discretion, to determine the identity of the Business or Authorised Representative.
- 12. The Winning Entrant will be notified by telephone and/or email.
- 13. The Promoter's decision is final and no correspondence will be entered into.
- **14.** If for any reason the Winning Entrant does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
- **15.** The prize is not transferable or exchangeable.
- 16. Each Authorised Representative consents to the Promoter using their business's details and their name, likeness, voice and/or image in the event their business is the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 17. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any business or Authorised Representative; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 18. The Promoter is MYOB NZ Limited of 5 Sir William Pickering Drive, Burnside, Christchurch.