

Terms and Conditions

Application Round 1 – 2019

Eligibility

- Applications are open to any recognised Ministry of Education school in New Zealand and must be properly authorised by the school principal or other appropriate authority within the school management team.
- The Trust reserves the right, at any time, to verify the validity of an application and to disqualify or exclude any school that does not adhere to these Terms and Conditions or in any way interferes with the application process.
- The Trust may in its sole and absolute discretion, reject any application that it deems inappropriate, invalid, incomplete, or is contrary to New Zealand law.
- The Trust is not liable or responsible for any late, lost, misdirected or incorrectly entered applications, or any technical malfunction, delay or loss of data, that may result in the failure or delay of the application submission in the current application round.

Funding round details

- The current application round, '*Application Round 1 – 2019*', opens on and from 9am 11 February 2019 until 5pm Friday 12 April.
- On receipt of an application, the Trust administrator will respond via return email to confirm receipt. The Trust administrator will advise the applicable school if an application is incomplete or requires further information to be provided.
- Once the application round closes, applications will be reviewed and the Trustees will communicate their final decisions (by phone or email, using the contact details provided on the application) to all applicants on or before 20 May 2019.
- The decision of the Trustees is final and no additional correspondence will be entered into.

Equipment packages

- The Trust is providing a range of different STEM / solar packages (**Equipment Package**). The nature and monetary value of each Equipment Package is subject to change and may vary from time to time.
- The equipment itemised in each Equipment Package will be purchased by the Trust and delivered to each successful school applicant, and cannot be redeemed or exchanged for similar equipment, cash or credit nor transferred to a third party.
- Each successful applicant will have a period of three months from the date of notification that its school had been selected to receive an Equipment Package, to collect or arrange for the delivery of the Equipment Package, after which the Equipment Package will be forfeited, and the Trustees will choose another applicant to award the Equipment Package to.
- Without prejudice to the foregoing, subject to applicable supplier warranties and guarantees, any defective or damaged product or component of the Equipment Package may be replaced with or exchanged for, another product of equivalent value. All supplier warranties and guarantees pertaining to the Equipment Package will be passed through directly to the school.

Liability

- The Trust (and any relevant third party), makes no guarantee as to the quality and/or availability of the Equipment Package, and is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, any loss, theft or damage to the Equipment Package sustained during the course of delivery, or for personal injury suffered or sustained during the course of accepting or using the Equipment Package, except for liability that cannot be excluded by law.

Marketing and Promotion

- By submitting an application form, each school agrees to (without compensation), participate in and co-operate as reasonably required with all promotional requests from the Trust and Genesis Energy relating to the Equipment Package supplied.
- Subject to obtaining the schools' prior written approval, promotional requests may include, without limitation, students and staff of the school being interviewed, photographed, filmed and/or documented, alongside or in connection with, the Equipment Package (**Promotional Material**). Promotional Material may be published on any media including but not limited to the Trust and Genesis Energy's websites and social media (i.e. the Genesis Energy facebook page).
- The Trust and Genesis Energy may use the name of each successful school applicant in any Promotional Material for marketing and promotional purposes. All intellectual property rights in the Promotional Material are and shall remain, the property of the Trust and the school waives any moral rights under the Copyright Act 1994 and similar rights the school may have in relation to any Promotional Material.

Privacy

- Any contact details or other personal information provided in connection with the submission of an application will be used or collected by the Trust to enable the Trustees to review the applications and administer the distribution of the Equipment Packages. All personal information collected will be held by the Trust in accordance with the Privacy Act 1993.

General

- The Trust may change these Terms and Conditions or cancel, terminate, modify or suspend any application round, with immediate effect, on notice in writing to all prospective and existing applicants.
- By participating in any application round, each applicant accepts and agrees to be bound by these Terms and Conditions (as amended from time to time).