

## Application Modernisation 50K Challenge - Draw Terms and Conditions

- To enter the Application Modernisation 50K Challenge (“the draw”) Entries must be received by 5pm, 28/10/16. Entries received after this time will not be considered.
- Eligibility: Employees and immediate families of Fronde, associated sponsor(s) and their immediate families are not eligible to enter. The Promotion is open to New Zealand and Australian organisations only.
- “Entry” refers to an organisation “entering the draw”, by completing and submitting the “Entrant Registration Form”, satisfying the “Entrance Criteria” making them an “Entrant”.
- “Entrance Criteria” for the Application Modernisation 50K Challenge include:
  - The proposed application workload must be an appropriate size, beneficial to the organisation and remain on the AWS platform for a minimum of 18 months (including accepting the AWS Customer Agreement - see <http://aws.amazon.com/agreement/>)
  - All application development for the project must be completed by 30th March 2017.
  - Entrants agree, should they be the winner, to the preparation of an AWS case study at the completion of the project. This case study may be used by Fronde in proposals, promotional material, press releases, customer lists or on Fronde’s website. No commercially sensitive information will be used in the case study. Entrants waive any claims to royalty, right or remuneration for such use.
  - Winners agree to the use of their name, image and photograph(s), by Fronde, for publicity and promotional purposes, without compensation. Fronde will own copyright in any such images and photograph(s) and in all material incorporating the photograph(s).
- Only one Entry per organisation is permitted.
- Fronde is not responsible or liable for any late, lost or misdirected entries or for any problems or technical malfunction which may result in delay or failure to enter you into the draw.
- The draw of the winning Entry from valid Entries will occur by 04/11/16, from Fronde’s Auckland office, NZ.
- Fronde will use reasonable attempts to contact the winner using the contact details provided in their Entry. If the winner cannot be contacted within two (2) working days, or is unable to redeem the prize within two (2) weeks of the prize draw, or Fronde determines that a winner is not eligible to win the prize, Fronde reserves the right to redraw the prize and allocate to a new winner.
- All Entries remain the property of Fronde. All information will be collected and stored by Fronde in accordance with the Privacy Act 1993. Entrants have the right to access their personal information and request correction of any errors in it pursuant to the Privacy Act 1993, as well as opt out of future communications.
- Fronde may use Entrants' personal information from Entries to conduct the draw and for Fronde’s future promotional and publicity purposes. By entering the draw Entrants consent

to the use of their information as described above.

- Neither Fronde nor any other person or party associated with this Application Modernisation 50K Challenge shall be liable for:
  - any loss or damage whatsoever incurred (including but not limited to indirect or consequential loss and including loss caused by negligence) or personal injury suffered or sustained in connection with either entering the draw or the use or acceptance of any prize offered except for any liability which cannot be excluded by law;
  - errors resulting from computer hardware, software or telecommunications errors or failure; and/or
  - fraudulent entry into or participation in this competition.
- Where the prize is to be supplied either in part or in whole by an entity other than Fronde and that entity fails, for whatever reason, to supply the prize, Fronde has no responsibility for the provision of the prize and is not obliged to provide an alternative prize or to take legal action to require the prize supplier to provide the prize.
- The Winner is responsible for all insurance, tax or other costs that may be associated with the prize
- The prize cannot be transferred or exchanged or redeemed for cash or applied as a credit without the written consent and approval from Fronde.
- Fronde reserves the right to amend the prize offered or these terms and conditions and in its absolute discretion cancel the draw or the drawing of the prize at any time.
- The decisions of Fronde on all matters relating to the draw and the prize are final and binding on every Entrant and no correspondence will be entered into.
- Submission of an Entry is deemed acceptance by the Entrant of these Terms and Conditions.
- These terms and conditions are governed by the laws of New Zealand.
- In these terms and conditions the word "including" is not a word of limitation.

