

# Kai Garden Competition

## TERMS & CONDITIONS

KEEP  
NEW ZEALAND  
BEAUTIFUL.



Keep New Zealand Beautiful encourages all schools entering the Kai Garden Competition to become an Educational Branch.

**It is free to become an Educational Branch and only requires the participating school to illustrate their ongoing commitment to the environment by:**

- Providing engaging opportunities for students in environmental sustainability.
- Exploring ideas to reduce the school's environmental footprint.
- Encouraging students to take responsibility and pride in caring for their local environment.

Please email [info@knzb.org.nz](mailto:info@knzb.org.nz) to register your interest and for more information.

### **Kai Garden Competition terms and conditions are as follows:**

1. Information on how to submit a design entry and all details on the Kai Garden Competition online entry form are part of these terms and conditions. To the extent of any inconsistency, the terms and conditions below prevail. By entering into the competition, participants accept these terms and conditions.
2. The Kai Garden Competition is open to all New Zealand early childhood centres (ECEs), kindergartens, primary and intermediate educational institutions.
3. Multiple entries are welcome from any New Zealand ECE, primary or intermediate educational institution, providing each design is submitted under separate cover.

4. Anyone employed by (and any immediate family member of someone employed by) Keep New Zealand Beautiful, all sponsors and associates of Keep New Zealand Beautiful, and any agencies associated with these companies or with the promotion are ineligible to enter.
5. Design entries open on the Keep New Zealand Beautiful website on 4 May 2023 and close at 11.59pm on 15 June 2023. Kai Garden designs and supporting rationale are required to be submitted to Keep New Zealand Beautiful on or before that date and time.
6. All entries are deemed received at the time of receipt by Keep New Zealand Beautiful and **NOT** at time of transmission by the entrant. Keep New Zealand Beautiful's records are conclusive as to time of receipt. Late, lost, stolen, misdirected, illegal, incomplete, illegible, damaged, reproduced, or altered entries are invalid. Keep New Zealand Beautiful is not responsible for such entries or for any error, technical malfunction, loss, omission, communications delay or failure.
7. Garden designs should focus on edible and/or medicinal plants.
8. Submissions will be judged based on their originality, creativity, the rationale behind the concept and how well the design meets the following criteria:
  - The garden bed is a minimum of 16 m<sup>2</sup> in total area (e.g. equivalent to 4 metres long and 4 metres wide).
  - The design incorporates the creative use of locally sourced, repurposed material and uses sustainable resources for its construction.
  - The garden is shown to scale in relation to the plants used.
  - Plant choice is suitable to the climatic conditions.
  - The design illustrates how the garden will be safeguarded against environmental elements.
  - Ongoing care and integration into other school environmental or cultural programmes is shown.
9. Ten designs will be selected from all submissions received, and the winners will be announced on 27 June 2023.
10. Each winning school will receive (on receipt of an invoice made out to 'Keep New Zealand Beautiful Society') a \$500 (inc. GST) donation upfront to put towards the building and planting of their garden. They will also receive a further \$500 (inc. GST) on completion and once evidence has been received of clause 17 and 18 of these terms and conditions, to put towards their garden's ongoing care.
11. Completed gardens must reflect the design, location, and subject as submitted in the design entry.
12. Gardens are to be completed by 20 December 2023. Any garden not completed by 20 December 2023 will be ineligible to receive the \$500 (inc. GST) donation for the ongoing care of the garden, and a local press release will not be made.
13. The judges' decision is final, and no correspondence will be entered into.
14. The winners will be notified by email. Should a winner not be able to be reached by email, contact via phone will be made using the details provided in the winner's entry form. If no contact is able to be made within 14 days, the prize will be awarded to the next runner up.

15. The creation of winning designs must be done so legally by winners, or as organised by winners fitting with correct health and safety procedures, and supervised at all times.
16. A Risk Assessment Form (as provided in the Kai Garden Competition Health & Safety Guide) is required to be completed and sent to Keep New Zealand Beautiful before construction/planting commences on any winning garden design.
17. The Keep New Zealand Beautiful plaque provided as part of prize pack must be adhered to the garden, with photographic evidence supplied to Keep New Zealand Beautiful in-order for winners to be eligible to receive their \$500 (inc. GST) donation on completion of the garden.
18. High resolution photos and/or video of the creation of the garden is required to be sent to Keep New Zealand Beautiful on completion of construction/planting in-order for winners to be eligible to receive their \$500 (inc. GST) donation.
19. Neither Keep New Zealand Beautiful or associated sponsors are liable for any loss, damage or injury (including without limitation indirect or consequential loss) suffered by any person in connection with the promotion or any prize, except for any liability under the Consumer Guarantees Act 1993 or other liability that cannot be excluded by law.
20. Keep New Zealand Beautiful reserves the right to vary these terms and conditions or to modify, suspend, terminate, or cancel the promotion.
21. Keep New Zealand Beautiful reserves the right to verify the validity of any entry. Keep New Zealand Beautiful may disqualify any person(s) who enters the competition with the same email entry as another participant or who submits existing work not created by themselves.
22. Entries become the property of Keep New Zealand Beautiful. In accordance with the Privacy Act 1993, Keep New Zealand Beautiful collects and holds personal information to conduct the promotion, notify prize winners, verify prize winners' identities and may be used for Keep New Zealand Beautiful's future promotional activities, including (where consented to) sending the entrant emails and/or text messages. Individuals have rights to access and request correction of their personal information held by Keep New Zealand Beautiful by calling 0800 TIDY KIWI. Failure to provide all requested personal information may result in the entry being invalid.
23. Each entrant agrees, if they are one of the ten winners of the competition, that their details (including name, suburb/town, photo and design) may be published by Keep New Zealand Beautiful in any form (e.g. press, print, website, Facebook, Instagram, website etc.) and used for other publicity purposes. They also agree that their contact details (including name, email and phone number) may be provided by Keep New Zealand Beautiful to any media on request, so that they can be contacted directly for comment.
24. It is agreed that any publicity created by a finalist around their garden, will refer to sponsorship by Keep New Zealand Beautiful, along with reference to the Kai Garden Competition.
25. The Promoters are Keep New Zealand Beautiful Incorporated Society, PO Box 58932, Botany, Auckland 2163.

**For more information on Keep New Zealand Beautiful visit [www.knzb.org.nz](http://www.knzb.org.nz)**