

# SPECIFIC PROMOTION OR COMPETITION RULES –

#### PROMOTION SUMMARY

The Hits, brought to you by NZME Radio Limited (**Promoter**), is giving listeners the chance to win a trip to Anaheim (**Promotion**).

#### **HOW TO ENTER**

- 1. The Promotion starts at 6am on 10<sup>th</sup> March 2025 and ends at 6pm on 4<sup>th</sup> April 2025 (**Promotional Period**).
- 2. To enter the Promotion a participant must:
  - a. Be an eligible contestant to play under the Promoter's Standard Terms and Conditions below
  - b. Be 18 Years of age or older to enter
- 3. To enter, participants must listen for the 3 key Anaheim activities across the day, then when they hear the cue to call during The Hits Drive show, dial 0800 THE HITS, correctly name the activities.
- 4. After the 4 weeks one listener in the draw will randomly be selected,.
- 5. The promoter will attempt to contact a daily entrant a maximum of two times using the details provided at the time of entry. If the winner does not answer, an alternative winner will be drawn.

### PRIZE

- Air NZ return airfares for 4 people ex AKL (provided by helloworld)
- Return transfers Karmel Shuttles ex LAX
- 6 nights Howard Johnson for 4 people
- 3-Day Disneyland Resort Park Hopper Tickets for Disneyland Resort in California for 4 people
- Citadel Outlet Stores, shop until you drop off...at LAX with access to the to VIP lounge and discount savings card

### **PARTNER TERMS**

### **Official Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

- 1. **SPONSOR:** Anaheim/Orange County Visitor & Convention Bureau, a California non-profit mutual benefit corporation with offices at 2099 S. State College Blvd., Ste. 600, Anaheim, CA 92806 ("Visit Anaheim" or "Sponsor").
- 2. PRIZE SUPPLIER: The Walt Disney Company (Australia) Pty Ltd ("Prize Supplier").

**ELIGIBILITY:** The Hits Radio Station and Visit Anaheim Sweepstakes

- 1. ("Sweepstakes") is open solely to legal residents of the New Zealand. Employees of Visit Anaheim, or other companies associated with the promotion of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.
- 2. Winners MUST have applicable Visa's to qualify for this major prize. If the original winner cannot get the required Visa, the promoter has the right to draw a new winner.

**HOW TO ENTER:** Entries are limited to one entry per person. All received entries become the property of Sponsor and will not be returned. Incomplete entries will be disqualified. Multiple entries by means of software-generated or other automated processes will be disregarded. Detection of said automated entry will lead to such entries being voided in Sponsor's sole discretion. If there is a dispute as to any entry, the authorized account holder of the email account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email account. Potential Winner may be required to show proof of being the authorized account holder.

By participating in the Sweepstakes, you acknowledge and agree to Visit Anaheim's Terms of Use and Privacy Policy at <a href="https://www.visitanaheim.org/privacy-policy/">https://www.visitanaheim.org/privacy-policy/</a>.

BY SUBMITTING AN ENTRY VIA THE HITS, YOU ARE INDICATING YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. OFFICIAL RULES. DO NOT SUBMIT AN ENTRY WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

Limit one (1) entry per person/per email account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any email account, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Any Potential Winner may be required to show proof of being the authorized account holder.

If you choose to enter using your mobile phone, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by their wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

Entries will not be acknowledged or returned. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**DRAWING:** On or about ??, the Hits Radio Station and Affiliates will select one potential winner in a random drawing from all entries received. All entries will be assigned a number and a random number generator will be used to select the winner. The odds of being selected depend on the number of entries received.

WINNER NOTIFICATION: The potential Sweepstakes winner ("Potential Winner") will be notified one (1) business day from the completion of the Sweepstakes by Sponsor via email to his/her email account. Potential Winner will be required to reply to the received direct message with the Potential Winner's email address within 24 hours in order to claim their prize. All Potential Winners must respond to Sponsor's notification within 24 hours from the date of notification. If a Potential Winner fails to respond to the notification within the specified time, or if a Potential Winner is ineligible per winner verification process conducted by the Sponsor, he or she will be disqualified and forfeit any rights to his/her prize and the next runner-up entrant may be eligible for the given prize at Sponsor's discretion. After initial contact has been made, subsequent communication may take place via email by Sponsor. Potential Winner(s) may be required to sign and return an affidavit of eligibility and liability/publicity release substantially in the form attached to these Official Rules within one (1) calendar day of receipt. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, or a Potential Winner is not in compliance with these Official Rules, or in the event of a dispute as to the identity of a Potential Winner, that Potential Winner's prize will be forfeited and the next runner-up entrant may be eligible for the given prize at Sponsor's discretion. Upon prize forfeiture, no compensation will be given.

PRIZES AND THEIR APPROXIMATE RETAIL VALUES: One winner will receive from Visit Anaheim (4) Airport Transfers from LAX to Howard Johnson Anaheim Hotel & Water Playground, (6) Nights hotel stay at Howard Johnson Anaheim Hotel & Water Playground, (4) Citadel Outlet stores shop until you drop off experience, (4) 3-Day *Disneyland Resort Park Hopper* Tickets for *Disneyland Resort* in California for four (4) people ("Disneyland Tickets").

Prize flights are on Air New Zealand operated services only, departing (Auckland) to Los Angeles return and prize winners must travel together on the same flights in both directions. Stopover or stopovers within transit are not permitted unless specified. Flights are limited and are subject to availability at time of booking. Travel (including participation in the Prize) must be commenced and completed by (TBC). Travel not permitted over special events, public or school holidays in New Zealand or California for any prize, and is at the discretion of airline involved. All travel arrangements will be undertaken by (helloworld Travel Auckland CBD?) and must be booked at least 60 (?) days prior to departure. Travel is not eligible for any frequent flyer accrual, upgrades, companion redemption or credit of tier status.

The Disneyland Tickets are subject to these terms and conditions and those included on the Disneyland Tickets. Both a Disneyland Ticket and separate theme park reservation for the same park on the same date are required for park entry for the winner and each guest. No electronic ticket will be issued for the Disneyland Tickets. To collect the Disneyland Tickets, upon arrival, the winner must proceed to Guest Relations at the Disneyland Resort with their ticket confirmation and Governmentissued photo ID. This process is subject to change at the Prize Supplier's sole and absolute discretion. Theme park reservations and tickets will be required for each day of the visit and must be obtained before visiting. The winner will be responsible for making theme park reservations on behalf of their group. Theme park reservations are limited and subject to availability. Theme park reservations do not guarantee park admission or access to any experience, attraction, or offering. The winner and their guests should visit www.Disneyland.com/updates for important details to know before traveling to the Disneyland Resort. Certain theme parks, hotels, restaurants, attractions, experiences, services and other offerings may be modified, limited in availability and capacity, or be closed. Any damaged, lost or stolen theme park tickets or travel vouchers will not be replaced. There may be specific state or government health agency instructions, guidelines and requirements for all visitors to Disneyland. Each prize winner and their guests acknowledge that they enter Disneyland Resort at their own health and safety risk. The Prize Supplier may ask the winner and their guests to sign required

documentation including prize acceptance forms, as a condition to claiming the Disneyland Tickets component of the prize. Participation in the Promotion does not entitle any participant to use any of the Prize Supplier's intellectual property rights (including any name, trade mark or copyright) for any purpose.

Admission tickets to *Disneyland Resort* include admission to the theme park only; all other costs and expenses are excluded, such as parking, food or beverages, souvenirs, tips, gratuities, service charges and taxes. The Disneyland Tickets are subject to the following blackout dates: 1 July 2025 to 10 July 2025 (inclusive); and 20 November 2025 to 10 January 2026 (inclusive). All admission tickets are subject to availability and park capacity.

Certificates for Howard Johnson Anaheim Hotel & Water Playground cover room & tax only. All additional purchases made by Winner while staying at each location will be their responsibility to cover. Additional exclusions and blackout dates may apply. All hotel stays are subject to availability and capacity. Winner must review each certificate for redemption instructions and certificate expiration date.

Prize is not transferable, subject to substitution by the contestant or redeemable for cash. In the case of unavailability of any prize or part of a prize, Sponsor reserves the right to substitute a prize or part of prize with another prize of equal or greater value. Unclaimed or undeliverable prizes will not be awarded. Lost or stolen prizes will not be replaced. If the winner or their guests are unable to take the Prize as stated (including where it is specified that the Prize must b taken during a specific timeframe), the winner will forfeit the Prize and no payment or compensation will be made in lieu. All unspecified expenses are the responsibility of winner(s). Limit one prize per person.

All prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. Where applicable, taxes may be withheld by Sponsor and Sponsor shall have no obligation to adjust any prizes or otherwise compensate winners for any taxes withheld. Each winner agrees to furnish Sponsor with or execute any additional document requested by Sponsor in connection with the awarding of any prize.

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes; and (b) to the use of his/her name, voice, performance, photograph/video, image or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor, Visit Anaheim, the Prize Supplier and each of their respective designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, VISIT ANAHEIM, THE WALT DISNEY COMPANY, HOWARD JOHNSON ANAHEIM HOTEL & WATER PLAYGROUND, KNOTT'S BERRY FARM, ANAHEIM REGIONAL TRANSPORTATION, AND EACH OF THEIR ADVERTISING AND PROMOTIONS AGENCIES, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR

PARTICIPATION IN THE SWEEPSTAKES, OR PARTICIPATION IN, POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, illegible, stolen, delayed, misdirected, undelivered, or garbled entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the drawing for prizes, the announcement of the prize, or the incorrect uploading of any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or the applications or websites of any Released Party, or who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non- authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the Potential Winner from all eligible, non-suspect entries received prior to action. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these Official Rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these Official Rules otherwise remain in full force and effect and enforceable. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S OR INSTAGRAM'S WEBSITES OR APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**USE OF DATA.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy<a href="https://visitanaheim.org/privacy-policy">http://visitanaheim.org/privacy-policy</a>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**DISPUTES**: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice

of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

#### **OTHER TERMS**

- Contestants may be required to participate on-air. If the Promoter believes, in the Promoters
  absolute discretion, that the contestant may use offensive or inappropriate behaviour or
  language, or the contestant does anything that may damage the reputation of the Promoter,
  the Promoter may disqualify the contestant from the Promotion and any Prize awarded by
  the Promoter will be forfeit.
- These terms and conditions, including the entry mechanism, Promotional Period and Prize, may be amended at any time. The Promoter reserves the right to terminate or extend the Promotion at any time.
- 3. The Promoter and the other Released Parties will not be liable to any person in any way in relation to this Promotion including, without limitation, any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss), death or personal injury howsoever suffered or sustained, the cancellation or postponement for any reason of the Prize and the quality of goods or services supplied by any third party, except for any liability that cannot be excluded by law.
- 4. Any attempt to resell or auction all or any part of this Prize will result in an immediate cancellation of the Prize.
- 5. The Promoter will collect and use, for the purposes of the Promotion, personal information from you (for example your email address and other contact details). Such personal information may be shared with the Prize Supplier and other service providers for the purposes of providing the Prize. You have the right to request access to and correction of your personal information (where such information is readily retrievable by contacting the Promoter).
- 6. Participants grant the Promoter and the Prize Supplier permission to use their name, photograph, voice and film recordings in which they appear, in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use. This includes the right to use on the websites, Facebook pages, on air and other publications of the Promoter and the Prize Supplier.
- 7. The Prize Supplier's responsibilities are limited to the provision of the Disneyland Tickets to the Sponsor.
- 8. Please contact info@thehits.co.nz with any queries.
- 9. The Promoters' decisions on all entry and Promotion matters are final and no correspondence will be entered into.
- 10. By entering the competition, you have agreed to accept these specific terms and conditions, our standard competition terms, our website terms of access and privacy policy.

# STANDARD PROMOTION OR COMPETITION RULES

### **Definitions**

'NZME' means all companies in the NZME Group including but not limited to NZME Holdings Limited, NZME Publishing Limited, NZME Radio Limited, GrabOne Limited and all brands and operating companies controlled by or associated with those entities.

The 'Promoter' is NZME and OneRoof Limited.

'Disqualified Participants' are:

- (a) all NZME employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families and flatmates;
- (b) all people under the age of 18 years where the prize incorporates air travel or any other element which would be illegal to supply to a person under the age of 18 years;
- (c) all people who have won a prize from the channel/station running this promotion in the last 14 days. If the previously won prize was valued at over \$1000 the winner must stand-down from entering for a period of 90 days.

'Immediate Families' include spouses, grandparents, parents, children, and grandchildren, whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

## **Entry**

- 1. These Promotion or Competition Rules ('the Rules') apply to all NZME Promotions or Competitions (collectively the 'Promotion') conducted on or off air and by means of any medium online, radio, print, or a connected device.
- **2.** If a particular Promotion has specific rules or terms ('the '**Specific Rules**') those Specific Rules will apply if there is any inconsistency with the Rules.
- **3.** Unless otherwise stated in the Specific Rules registration, entry or vote is limited to 1 per person. Where multiple registrations, entries or votes are acceptable, each must be made separately.
- 4. Entry into the Promotion is deemed to be acceptance of the Rules and the Specific Rules and confirmation that the entrant has the necessary authority (for example from the bill payer or owner of a telephone) to enter the Promotion
- **5.** No purchase is necessary to win or participate in the Promotion, unless specified in the Specific Rules.
- **6.** The Promotion is open to New Zealand Residents only. Disqualified Participants may not enter in the Promotion.
- 7. NZME reserve the right to exclude any person from participating in the Promotion on reasonable grounds.
- **8.** NZME reserve the right to refuse to award any prize to an entrant who NZME decide (at their discretion) have violated the Rules (including the Specific Rules), gained unfair advantage in participating in the Promotion or won using fraudulent means.
- **9.** By participating, entrants grant NZME exclusive permission to use their names, characters, photographs, videos, voices and likeness in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use.
- **10.** All entrant personal details must be valid and up to date and will be held by NZME and may be used for the purpose of the Promotion and for future promotion and marketing purposes in accordance with NZME Privacy Policy (see www.NZME.co.nz) unless otherwise directed by contestants at the time of entry.
- 11. Personal information provided at the time of entry is presumed to be true and, in the case of text or email notification active, through to and beyond the date of the Promotion's completion.
- **12.** Where the Promotion involves texting, the following apply:

- a) Standard sms text charges will apply, unless otherwise stated in the Specific Rules and will depend on the entrant's particular plan or agreement with their phone service provider;
- b) Any form of automated text message is invalid;
- c) The telephone number from which the entry was made will be stored in a database. The entrant has a two-business-day period from the time of entry to request removal from the database. If no request is made it is deemed acceptance that the information can be used for future promotion and marketing purposes; and
- d) NZME takes no responsibility for text costs incurred after the Promotion has closed as stipulated in the Specific Rules.

## Winning the Prize

- 13. Only the person who originally entered the Promotion can be awarded the prize (the 'Winner').
- **14.** The Winner will be determined in the manner set out in the Rules or the Specific Rules if not specified then as determined by the Promoter who shall for this purpose be deemed the judge (the 'Judge').
- **15.** The Judge's determination of the Winner will be final and no correspondence will be entered into.
- The Winner will be notified by email, phone (voice or text), mail or in person and must be available for the preparation of all publicity that may be required by NZME. Where attempts to contact the Winner fail (eg when the Winner cannot be contacted by phone after three attempts or mail sent is returned) the Judge will select another winner. If, after successful notification, the prize is not collected within two months of being announced it will be regarded as forfeit. (Note: 3 attempts to contact the Winner will include individual calls to any numbers provided at the time of entry. However, should the prize's total worth equal less than NZD\$250 and be a live-to-air draw, only one failed attempt at contact will be acceptable before the Judge selects another winner.)
- 17. The Prize is not redeemable for cash or transferable. No other family members, friends, office associates or any other person will be able to participate on the Winner's behalf. In the event that the Prize specified in the Competition becomes unavailable for any reason the Promoter may substitute a prize of like or equal value.
- 18. Where the Winner is required to claim the prize in person, they must provide proper identification (eg driver's licence, passport, birth certificate). If the Winner is under the age of 18 years their parent or legal guardian must accompany the Winner or give their prior written consent to the award of the Prize.
- 19. The Winner takes the Prize entirely at his/her own risk and indemnifies NZME in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the prize. The Winner is responsible for all insurance, tax or other costs that may be associated with the Prize. Where the Prize has associated terms and conditions the Winner accepts the Prize subject to those terms and conditions and restrictions.
- **20.** The prize will be sent out within 14 working days if not discussed otherwise.
- 21. Where the Prize includes air travel and/or accommodation, either international or domestic (the 'Travel Prize'):
  - (1) the Winner MUST have valid documentation, including but not limited to valid passports and Visas, which meet the requirements of immigration and other government authorities at every destination.
    - (a) Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities (including any costs associated with delay, will be the sole responsibility of the Winner).
    - (b) When the Travel Prize includes travel to or through the United States, it is the Winner's responsibility when travelling into or through (transiting included) the United States under the Visa Waiver Program to apply for an Electronic System for Travel Authorisation (ESTA) no later than 72 hours prior to departure if required. The winner must visit the US Department of Homeland Security website and fill in the required information. The cost of the ESTA is the sole responsibility of the Winner.
    - (2) The Winner and their travelling companion (if applicable) must travel together at all times. The Winner is responsible for transport from their residence to their nearest international airport for flight departure and from their nearest international airport to their residence upon returning to New Zealand.

- (3) Flight tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Unless otherwise specified, the air travel is economy class.
- (4) Any changes to travel dates or additional accommodation outside the travel period specified in the Travel Prize details, made by the winner, which incur additional costs, are to be paid by the Travel Prize winner.
- (5) Unless explicitly stated in the Specific Rules, the Winner will be responsible for expenses including, but not limited to, spending money, meals, drinks, transport, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the Travel Prize), gratuities, services charges, passports, visas, travel insurance and all other ancillary costs associated with redeeming the Travel Prize. The Winner must obtain travel insurance to protect themselves against additional costs incurred in the event of unforeseen circumstances.
- (6) The Travel Prize is not transferable or exchangeable and cannot be redeemed for cash. The Travel Prize must be taken as stated in the Specific Rules and no compensation will be payable if the Winner is unable to use the Travel Prize as stated. For the avoidance of doubt, if the Winner is, for whatever reason, unable to travel on a nominated date during this period, whether the failure was due to reasons beyond the Winner's control or otherwise, then the Winner will forfeit the Travel Prize.
- (7) The Promoter makes no representation as to safety, conditions and other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the New Zealand Ministry of Foreign Affairs and Trade. The winner accepts the Travel Prize at their own risk.
- (8) All travel is subject to the terms, conditions and restrictions of the Travel Prize service providers. Any travelling companion included in the Travel Prize (if applicable) accepts the Travel Prize subject to these terms, conditions and restrictions as if references to the Winner in the relevant clauses were to the travelling companion. The Winner and their travelling companion must sign a legal release, in a form acceptable to the Promoter in its absolute discretion, if requested by the Promoter.

## **NZME** Responsibility

- 22. NZME reserve the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
- 23. NZME take no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, busy lines, inadvertent disconnection, texts with a misspelt keyword, texts to an incorrect shortcode, Force Majeure or otherwise.
- **24.** To the fullest extent permitted by law NZME will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or for personal injury as a result of Promotion entry or winning the prize.
- 25. Where the Prize is to be supplied by an entity outside NZME control and that entity fails, for whatever reason, to supply the prize, NZME 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

## **Acceptance**

**26.** Participation in the Promotion is deemed acceptance of these Terms and Conditions. If the Winner does not accept these Terms and Conditions the prize will be forfeited.