

SPECIFIC PROMOTION RULES – THE HITS SMALL BUSINESS SHOUT WITH NOW NEW ZEALAND LTD

The Hits, brought to you by NZME Radio Limited (**Promoter**) and NOW New Zealand Ltd (**Sponsor**) are giving you the opportunity to win one year of NOW business broadband for a deserving business in the Napier or Christchurch community, and \$100 cash for you!

Nominate your favourite business in Napier or Christchurch during the Promotion Period to go in the draw to win.

Promotion Period

1. The promotion opens 12am Monday 6th May 2024 and closes 11:59pm Friday 24th May 2024 (**Promotion Period**).

How to Enter and Eligibility

2. To be eligible to win a Prize you must be:
 - a. eligible under the Promoter's Standard Promotion or Competition Rules below; and
 - b. 18 years of age or older.
3. To enter the Promotion, complete the promotion entry form (including your name, phone number, email address, town of residence and the name of your favourite local business in Christchurch or Nelson) during the Promotion Period. The promotion entry form can be found at thehits.co.nz/win
4. All completed promotion entry forms submitted during the Promotion Period will go in the draw to win.

Prize

5. There are two Prizes to be won. One Prize will be awarded to a nominated business based in Christchurch, and the other Prize will be awarded to a nominated business based in Napier.
6. Each Prize includes:
 - a. One Business Fibre 900 plan with unlimited data for a 12-month term (valued at \$129+GST per month) and one standard installation; and
 - b. \$100 cash for the person who submitted the winning entry.
7. Any additional charges not expressly included in the Prize, including calling, toll-free charges, hardware charges, extra services, one-off and other charges, are not included in the Prize.
8. The Sponsor's Standard Business Terms and Conditions and Business Broadband Service Schedule apply to the broadband prize. These additional terms can be found here: <https://www.nownz.co.nz/terms-conditions/business-terms-and-conditions/>.
9. Free connection can only be provided within the Sponsor's standard coverage area, as per <https://www.nownz.co.nz/address-finder/>

Winning the Prize

10. The Prize winners will be randomly selected by the Promoter at the end of the Promotion Period and the winning entrant will be notified by an on-air call by end of day Monday 3rd June. If during the on-air call the Promoter believes, in the Promoter's absolute discretion, that the

entrant may use offensive or inappropriate behaviour or language, or if the entrant does anything that may damage the reputation of the Promoter, the Promoter may disqualify the entrant from the Promotion and any Prize awarded by the Promoter will be forfeited.

11. The cash element of the Prize will be paid into the bank account provided by the winning entrant within 14 days of the entrant providing the Promoter with their bank account details.
12. The broadband prize will be applied as a credit to the nominated business' Now Business account for a maximum of 12-months while they remain a Now Business customer. All additional charges (e.g. calling, toll-free charges, installation charges, hardware charges, one-off charges or other charges) will be charged as per the applicable business rates.
13. The Sponsor's standard pricing plan will apply after the broadband prize has been redeemed in full.
14. Standard early termination fees (as per the Sponsor's Standard Business Terms and Conditions) will apply if the winning business cancels their contract before the end of the broadband prize term.
15. The Prize cannot be transferred, exchanged or (in the case of the broadband prize) redeemed for cash. The broadband prize cannot be applied as a credit to offset other charges, products or services on the nominated business' Now Business account.

Other Terms

16. The Promoter and the Sponsor reserve the right to extend the Promotion Period.
 17. The Promoter's and the Sponsor's decisions on all matters related to this promotion are final, and no correspondence will be entered into.
 18. The Promoter will collect and hold personal information provided by you when you enter this Promotion, for the purposes of this Promotion and for future promotional purposes. If you are a winner, the Promoter may pass your personal information to a third party for the purpose of Prize fulfilment. Failure to provide personal information when requested may disqualify you from entering the Promotion or being able to receive a Prize. All personal information provided to the Promoter will be held and used in accordance with the Promoter's privacy policy ([NZME. - Privacy Policy](#)). You have the right to request access to and correction of your personal information (where such information is readily retrievable) by contacting the Promoter.
 19. By entering the Promotion, you accept these Specific Rules, the Standard Promotion or Competition Rules below, and the Promoter's website terms of use 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 and all brands and operating companies controlled by or associated with those entities.

The '**Promoter**' is NZME

'**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.
- 16. 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.
 27. If the Winner does not accept these Terms and Conditions the prize will be forfeited.
-