

## STANDARD PROMOTION OR COMPETITION RULES

### Definitions

'NZME' means all companies in the NZME Group including but not limited to APN Holdings NZ 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.

'**Disqualified Participants**' are:

- (a) all NZME employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families;
- (b) all people under the age of 15 years

'**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. The Rules may change from time to time.
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 reserves the right to exclude any person from participating in the Promotion on reasonable grounds.
8. NZME reserves the right to refuse to award any prize to an entrant who NZME decides (in its sole discretion) has 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](http://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. 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
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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**

- 21.** NZME reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
- 22.** NZME takes 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.
- 23.** 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.
- 24.** 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**

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

### Schedule – ZM Fugitive

ZM, as provided by NZME (the “Promoter”), has your chance to win a major cash prize between 7:00am – 10:00pm weekdays throughout October. You just need to find the ZM Fugitive to win!

The Fugitive is on the loose and there’s cash up for grabs for anyone who can find him/her both on the street and online! Each day the Fugitive will be on the move and ZM will release clues on air and online as to his/her whereabouts.

There will be three Bounty Hours during each day so if you can work out where the Fugitive is, track him/her down and be the first person to approach them with the question "Are you ZM's Fugitive?" you’ll be in to win your share of the bounty during the Bounty Hour!

There are also chances to win cash and or other prizes if you are the first person to correctly pinpoint the Fugitive’s location online at the Fugitive microsite.

### Promotional Period:

- The Promotional Period begins 21 September 2017 until 10 November 2017.
- During the Promotional Period, the Promoter will run various contesting periods, called “The Bounty Hour”. This is when the Fugitive is on the run and listeners are invited to locate the Fugitive. The Bounty Hour will be between 7.30am – 8.30am, 11.30am – 12.30pm and 4.30pm – 5.30pm, weekdays from 2 October until 10 November 2017.
- The Promoter reserves the right to change the dates and times of the Promotional Period and the Bounty Hour at its discretion.

### Entry Mechanics:

How to enter:

On street entry:

- To enter, participants must:
    - listen to ZM for on-air clues about the Fugitive’s location for the upcoming Bounty Hour. Additional information may be available online at the ZM Fugitive site, including information about the region in New Zealand where the Fugitive will be during the upcoming Bounty Hour. Note the size of the region will be determined by the Promoter and may be altered at any time at the Promoter’s discretion.
    - listen for the Bounty Hour activation cue and invitation to play, and then get to the location they believe the Fugitive to be.
  - To win, participants must be the first to approach the Fugitive and ask “Are you the ZM Fugitive?” At a minimum the Participant must at least use the words “ZM” and “Fugitive” when identifying the Fugitive to be a winner.
  - The participant may only ask the Fugitive when he is on foot or in a stationary parked vehicle. Participants may not ask the Fugitive when driving a motor vehicle.
  - If the person is ZM’s Fugitive – they will respond “YES” and will instruct the participant on how to claim the Prize, including a call to the ZM Studio to confirm that they are the winner. The participant must follow these instructions to win.
  - Awarding the Prize is subject to the participant agreeing to sign a Non-Disclosure Agreement. If the participant fails to sign or breaches any of the terms of the Non-Disclosure Agreement, the Promoter may disqualify the participant from the Promotion and any Prize awarded will be forfeit.
  - The Fugitive must be found within the Bounty Hour only. Any attempt to identify the Fugitive outside a Bounty Hour will be invalid and no Prize will be awarded.
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- Only one on-street Prize will be awarded in any Bounty Hour, and only if the Fugitive is located (if no one locate the Fugitive, no prize will be awarded). When the Fugitive has been located correctly, The Bounty Hour is over for on-street and online participants.
- The Winner will be determined by the Fugitive at his or her absolute discretion, including if more than one contestant approaches the Fugitive at the same time. The Fugitive's determination is final and no correspondence will be entered into.
- From time to time the Promoter may provide listeners with additional clues and advantages via zmonline.com, ZM social media channels or at ZM activation's as determined at the Promoter's discretion.
- From time to time the promoter may Provide Spark customers with additional clues and advantages as determined at the Promoter discretion.
- The Promoter reserves the right to announce the Winner of any Bounty Hour on-air at the time that suits the Promoter's programming schedule and reserves the right to pre-record the announcement of any Winner, for example where the Winner calls the ZM Studio during a commercial break.
- Throughout the competition the Promoter reserves the right to add additional chances to win, for example by offering the Winner on air whether they would like to play a round of Jeopardy (take a risk to double the cash prize or take away nothing).
- The Fugitive may be disguised. This may include but will not be limited to wearing a disguise (for example costuming such as wig/sunglasses), driving a disguised vehicle and speaking with a distorted voice on air.
- At any point during the Bounty Hour or Promotion Period, the Promoter reserves the right to pause, cancel or postpone the Bounty Hour both on street and online, for any reason, including due to weather or transport issues, access or technical difficulties, road congestion, sickness or personal difficulties. Should the Fugitive not be able to continue with the Promotion, The Promoter has the right to place the competition on hold or appoint a new Fugitive to carry out the remaining Promotional Period.
- The location of the Fugitive as at the absolute discretion of the Promoter and may be changed at any time.
- The Fugitive may not appear in the location in one spot for the full bounty hour, this is at the discretion of the promoter.
- The promoter reserves the right to change the person acting as The Fugitive at any point without notice during the promotional period
- Participants agreed not to at any point during the Promotional Period attempt to take photos of the Fugitive or any person they believe to be the Fugitive, nor do anything, including using social media, that may reveal the identity of the Fugitive to the public. The Promoter may disqualify any participant from the Promotion that breaches this term and any Prize awarded by the Promoter will be forfeit.
- In the case of The Fugitive being witnessed by other contestants, they may be asked to sign a Non Disclosure Agreement.

#### **Online Entry:**

- To enter, participants must:
    - register their details at <https://fugitive.zmonline.com> ("the ZM Fugitive site")
    - listen to ZM for on-air clues about the Fugitive's location for the upcoming Bounty Hour. Additional information may be available online at the ZM Fugitive site, including information about the region in New Zealand where the Fugitive will be during the upcoming Bounty Hour. Note the size of the region will be determined by the Promoter and may be altered at any time at the Promoter's discretion.
    - listen for the Bounty Hour activation cue and invitation to play, and then race to place a pin on the precise point on the ZM Fugitive site's map where they believe the Fugitive to be.
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- complete their guess by clicking 'submit' on the ZM Fugitive site map.
- To win, participants must be the first to drop a pin on the ZM Fugitive site's map within a 10metre radius of the Fugitive's then current physical location.
- To confirm the participant is the online winner, will receive a call from the Promoter. The Promoter will attempt to contact the winner a maximum of 3 times, to the phone number provided at registration. The Prize will be forfeit after three failed attempts to call the participant.
- If there are two pin drops at the exact same location, or the same distance from the Fugitive, within the 10metre radius of the Fugitive, the person who has dropped their pin first will be deemed the winner and notified. The exact times will be recorded and the Promoter will be able to compare times by use of the records.
- Contestants are only able to drop their pin once and make one guess per Bounty Hour (by clicking 'submit' on the ZM Fugitive site map, this will be their one and only guess as to the Fugitives location for that Bounty Hour).. Awarding the Prize is subject to the participant agreeing to sign a Non Disclosure Agreement. If the participant fails to sign or breaches any of the terms of the Non Disclosure Agreement, the Promoter may disqualify the participant from the Promotion and any Prize awarded will be forfeit.
- If the Fugitive has been correctly located live on the street before any online participant locates the Fugitive, the Bounty Hour is complete for all live and online players, and no Prize for online participants will be awarded.
- If the Fugitive has not been located on street, the Bounty Hour will continue until the end of the designated Bounty Hour period.
- The Promoter reserves the right to announce the online Winner of any Bounty Hour on-air at the time that suits the Promoter's programming schedule and reserves the right to pre-record the announcement of any Winner, for example where the Prize is won during a commercial break.
- From time to time the Promoter may provide listeners with additional clues and advantages via zmonline.com or ZM social media channels as determined at the Promoter discretion.
- From time to time the promoter may provide Spark customers with additional clues and advantages as determined at the Promoter's discretion.

#### **Limitation on entries**

- Entrants may play the game (to discover where the Fugitive) as many times as they wish.
- On air winners are unable to enter the promotion on street once successfully finding the fugitive. Online winners have a stand down of 14 days.
- Participants agree to treat all members of the public with curtesy and respect while competing on the street. If the Promoter believes, in the Promoters absolute discretion, that the participant has use offensive or inappropriate behaviour or language, or the participant does anything that may damage the reputation of the Promoter or the Promotion, the Promoter may disqualify the participant from the Promotion and any Prize awarded by the Promoter will be forfeit.
- If a participant correctly guesses where the Fugitive is at any time outside contesting designated Bounty Hour period, or on a platform not specified by The Promoter at the time of play, the Promoter may disqualify the participant from the Promotion and any Prize will be forfeit.

#### **Prize Details:**

- The Major Prize Pool is a total of \$50,000(NZD), which winners will each receive a share of. The Promoter reserves the right to increase the Major Prize Pool amount at any time.
  - The Prize amount for each Bounty Hour is at the discretion of the Promoter, and will be confirmed at the time of contesting, by the on-air announcer.
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- The Promoter reserves the right to offer different Prize amounts to live on-street and online winners within a Bounty Hour.
- Major Prize winners may be published at [zmonline.com](http://zmonline.com), on air and on other platforms used by the Promoter including social media.
- The Winner must claim their Prize within 3 months of the date of winning or the Prize will be forfeit.
- The Promoter and the Winner will confirm details for distributing the Prize. The Winner must promptly provide all information requested by the Promoter to distribute the Prize or the Prize will be forfeit.

#### **Special conditions**

- Winners will be required to participate on-air. If the Promoter believes, in the Promoter's absolute discretion, that the participant may use offensive or inappropriate behaviour or language, or the participant does anything that may damage the reputation of the Promoter or the Promotion, the Promoter may disqualify the participant from the Promotion and any Prize awarded by the Promoter will be forfeit.
- By entering the Promotion, participants consent to be photographed, filmed and recorded for use on the websites, Facebook pages, on Air and other publications of the Promoter and ZM for the purposes specified below and according to the Promoter's Privacy Policy (available at <http://www.zm.co.nz/info/privacy-policy/>).
- Participants grant the Promoter 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 Promoter's websites, Facebook pages, on Air and other publications of the Promoter. The Promoter may work with sponsors and partners to deliver the Promotion at their absolute discretion. To the extent permitted by law, the Promoter will not be responsible for the actions of the general public in relation to this Promotion. Prizes awarded are subject to availability and are at the complete discretion of the Promoter. The Promoter reserves the right to solicit for entrants on Facebook, Instagram, snapchat and Twitter and invite them to register for the Promotion.
- The Promoter may at their discretion provide additional clues at certain times throughout the contesting period via but not limited to on air, social media, television and digital other mediums.
- The Promoter reserves the right to release extended audio and other audio, visual or physical clues for ZM's Fugitive. This will be at the discretion of The Promoter.
- The Promoter may create unofficial web pages, social media pages and other online content at any time which may relate to the ZM Fugitive and may include clues or directions to clues.
- Clues are released at any time and at the absolute discretion of the Promoter.
- Listeners must be respectful – harassment towards The Fugitive, ZM Management or other people from public will not be tolerated and they will be disqualified from playing the game. Contestants must also not trespass onto other people's property.
- Contestants under the age of 18 years old must have their parent's consent to play The ZM Fugitive, both on street and online.

By entering the competition you agree to the above terms and conditions.

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