

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 18 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) 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’s Secret Sound

Promotional Period:

- The Promotional Period will be at the discretion of the promoter and begins 06/02/18
- The Contesting Period each day will be at the discretion of the promoter and begins 12/02/18 at 7am
- The Promoter reserves the right to change the dates of the Promotional Period and the Contesting Times each day.

Entry Mechanics:

Phone entry:

- During the contesting period, the Promoter will broadcast some audio of a secret sound (‘The Secret Sound’) Listeners will be invited to call 0800 DIAL ZM when instructed during the specified time period
- Random caller(s) will be selected by the Promoter to name the Secret Sound on air (at the Promoter’s absolute discretion)
- The first caller to correctly identify The Secret Sound on air, with as much detail required at the discretion of The Promoter, will win the amount of prize money specified by the Promoter at that particular time of contesting.
- If a caller fails to correctly identify what The Secret Sound is on air, with as much detail required at the discretion of the Promoter, they will not win the Major Prize and the Promoter may take other callers (at the Promoter’s absolute discretion).
- Callers may be required to participate on air. If the Promoter believes, in the Promoter’s absolute discretion, that the caller may use offensive or inappropriate behaviour or language, or the caller does anything that may damage the reputation of the Promoter, the Promoter may disqualify the caller from the Promotion and any Prize awarded by the Promoter will be forfeit.
- All decisions are at the discretion of the Promoter and no correspondence will be entered in to in this regard.

Online Entry:

- From time to time the promoter may invite listeners to enter online at zmonline.com or ZM social media channels for a chance to guess the ‘Secret Sound’
- To be eligible as an online entry entrants must follow all directions of the Promoter and must agree to the terms and conditions found online at zmonline.com.

Limitation on entries

- Entrants may enter the competition as many times as they wish, however entrants may only win a prize once.
- If anyone correctly guesses The Secret Sound at any time outside of the set contesting periods, or on a platform not specifically specified by The Promoter at the time of play, The Promoter is not required to award the prize.

Prize Details:

- There is a minimum total prize pool will be \$50,000(NZD) which listeners may win a share of.
 - The total prize pool value may be increased by the Promoter at any time.
 - Each Major Prize is at the discretion of the Promoter, and will be confirmed at the time of contesting, by the on-air announcer.
 - Major Prize amounts may start at any figure e.g. \$10,000
 - Major Prize amounts may jackpot to any figure e.g. if not guessed it may jackpot from \$10,000 to \$12,000
 - The Promoter may increase or decrease the Major Prize amounts as the contesting period proceeds, and at various times across the Promotion, at the Promoter’s absolute discretion. The prize amounts could go up or down as determined by The Promoter.
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- The name and details of Major Prize winners may be published at zmonline.com, and audio and any other elements may be used by ZM.
- To claim the Prize, the Prize Winners must provide the Promoter with all information requested including details of a nominated bank account for receiving the Prize. If this information is not provided promptly, the Prize Winner will forfeit the prize.
- All Prize amounts awarded must be claimed, and transferred to the Winner, within 3 months from the date of winning.

Winner Notification

- Winners will be notified:
 - via telephone and/or
 - on air at the time of winning
- Winners may also be selected through other on air, social and online activity as determined by The Promoter from time to time.

Special conditions

- 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 engage other sponsors and partners within the Promotion at their absolute discretion
 - To the extent permitted by law, the Promoter takes no responsibility for the actions of the general public as a result of this campaign.
 - The Promoter may pre-record the contesting period, or any part of it, as a segment for on-air broadcast at a later time on ZM. Any caller who is chosen to participate in a pre-recorded segment will be made aware at the time of calling.
 - The Promoter may, on occasion, carry out themed days which can include location specific entry requirements, these are at the promoter's absolute discretion and will be made clear by the on-air Announcers.
 - Prizes awarded are subject to availability and are at the complete discretion of the Promoter.
 - Major Prizes for each Contesting Spot will be determined at the time of contesting and are at the complete discretion of The Promoter.
 - The Promoter reserves the right to solicit entries on Facebook, Instagram, snapchat and Twitter and invite registrations for the Promotion.
 - The Promoter may at their discretion provide additional clues 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 The Secret Sound. 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 Secret Sound and may include clues or directions to clues.
 - The promoter may, at their discretion, take as many calls/entrants as they see fit in each contesting period.
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 - The Promoter and associated producers, at their discretion, may ask callers their guesses off air. These will be screened against incorrect guesses which have already gone to air. The Promoter is not obliged to put any caller on-air if their guess repeats an earlier guess of the Secret Sound.
 - Screening and acceptance by the Promoter does not guarantee a caller the chance to guess the Secret Sound on air.
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- The Promoter at their absolute discretion may publish guesses at any time during the Promotion across any ZM platform.
 - Where any contestant correctly identifies “The Secret Sound” and a prize is awarded prior to reaching the total prize pool amount of \$50,000, ‘The Promoter’ at their discretion, may select a new secret sound (or sounds) and repeat the Promotion in order to giveaway the remaining prize pool determined by the Promoter and any associated partners.

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