

## Jase & PJ's Communal Car

### SPECIFIC RULES

#### PROMOTION SUMMARY

NZME Radio Limited ("ZM") ("the Promoters"), are running a donation campaign to fundraise for Jase & PJ to purchase a show motor vehicle (the "Promotion").

The vehicle will be made available for listeners to utilize without paying any rental fee provided they submit an acceptable booking at ZM Online. All use will be limited and moderated by ZM. All associated transport and insurance costs must be covered by the person using the vehicle. Booking will become available once the required funds have been raised and a suitable vehicle purchased.

#### Promotional Period

The Promotion will begin on Wednesday 22<sup>nd</sup> of March and end 30<sup>th</sup> of June 2017.

#### How to donate:

- Donations will open on Wednesday 22<sup>nd</sup> of March and close when the goal of \$5,000 is reached
- Donations may be made <http://givealittle.co.nz> and will be subject to all Givealittle standard terms and conditions, policies, registration requirements and any applicable fees. Givealittle's terms and conditions are currently located at <https://givealittle.co.nz/content/howgivealittleworks/terms> . All listeners are encouraged to read these thoroughly before making a donation
- You must be over the age of 18 to donate
- Givealittle require a minimum donation of \$1 in accordance with the Givealittle terms and conditions
- You acknowledge that the donations received by the Promoter will not be used for any charitable purpose and you will not be entitled to claim any tax credit in relation to this donation.
- You do not need to make a donation in order to use the vehicle, provided your booking application is accepted by the Promoter as described further below.
- You may make a donation at any time until the funding goal is reached and there is no limit on the number of donations you can make. Once the funding goal is reached, ZM will close its campaign page on Givealittle and no further donations may be made.
- Donation payments are final and will not be refunded unless Givealittle, in its sole discretion, agrees to issue a refund, or as is required by law.
- You acknowledge no prize will be awarded as part of this Promotion.

#### What the Promoter will do with donations:

- Jase & PJ will use the funds to purchase, register and insure a vehicle for use by ZM listeners.
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- The Promoter's decision on the vehicle will be final exercising its sole discretion.
- The Promoter may use some of the funds received for any ancillary costs it incurs in relation to purchasing the vehicle and making it available for use by listeners. This may include housing and parking charges, insurance, fuel, and maintenance and repair costs.
- By making a donation, regardless of the amount, you are not guaranteed access to use the vehicle. Use will always be subject to availability. You will also be required to complete an acceptable booking form at ZM Online to seek availability of the vehicle. Separate terms and conditions will apply to any use of the vehicle, you may be required to provide additional evidence and agree to a use-waiver and/or disclosure form on booking. Failure to agree to any of these or to satisfy the Promoter's requests will disqualify a listener from using the vehicle.
- You acknowledge that the Promoter may also use the vehicle for additional marketing and promotional purposes and limit the availability of the vehicle for any reason, including for required maintenance and repair
- At the end of the Promotional Period, the Promoter may elect at any time to sell, assign, repurpose or otherwise transfer ownership of the vehicle. This will end any listener's access to the vehicle as described in these terms and conditions.

#### **OTHER**

1. These terms and conditions may be amended at any time and the Promotion may be terminated at any time.
  2. By donating you accept both the NZME terms and conditions and those listed on Givealittle (and any amendments) currently published a <https://givealittle.co.nz/content/howgivealittleworks/terms>
  3. You acknowledge that Givealittle is providing the platform that administers the collection and distribution of the donations to the Promoter. Any use of these services and any donations made by you are at your sole risk. To the fullest extent permitted under law, the Promoter expressly disclaims any liability for the collection and distribution of donations. If for any reason beyond the Promoter's reasonable control, including through any act or failure of Givealittle, all or part of the donated funds are not received by the Promoter, the Promoter is not obliged to purchase the vehicle, refund the donated funds, or to take legal action in pursuit of the donated funds.
  4. By donating, all winners grant NZME exclusive permission to use their names, characters, photographs, voices and likeness in connection with the promotion and waive any claims to compensation for such use.
  5. ZM's decisions on all entry and Promotion matters are final and no correspondence will be entered into.
  6. ZM 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 Grand Prizes and the quality of goods or services supplied by any third party, except for any liability that cannot be excluded by law.
  7. Entry into the Promotion is deemed to be acceptance of these terms and conditions.
  8. Please contact [zm@zmonline.com](mailto:zm@zmonline.com) with any queries
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# 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.

'**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 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. 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. 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.
  9. 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.
  10. Personal information provided at the time of entry is presumed to be true and, in the case of text or email
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notification – active, through to and beyond the date of the Promotion’s completion.

- 11.** 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.
- 12.** All entrants enter the Promotion 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 entry. The entrant is responsible for all insurance, tax or other costs that may be associated with the entry. Where the entry has associated terms and conditions the entrant accepts those terms and conditions and restrictions.

## NZME Responsibility

- 13.** NZME reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
- 14.** 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.
- 15.** 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.

## Acceptance

- 16.** Participation in the Promotion is deemed acceptance of these Terms and Conditions.
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