

## 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](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’s Secret Sound

#### Promotional Period:

- The duration of the Promotional Period will be at the discretion of the promoter; however, it begins on 25<sup>th</sup> July 2018
- The Contesting Period each day (the period in which the Promoter will accept entries from the public to guess the Secret Sound) will be at the discretion of the promoter; however, it begins 25<sup>th</sup> July 2018 at 8am
- The Promoter reserves the right to change the dates and times of the Promotional Period and the Contesting Times each day.

#### Entry Mechanics:

##### How to enter via Phone:

- During the contesting period, the promoter will broadcast some audio (‘The Secret Sound’) which has been selected by the winner of the Sound Keeper competition – ‘Sound Keeper’ Annabelle.
- 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 play (at the Promoter’s absolute discretion)
- The first caller to correctly identify on air what the Secret Sound is (the final decision of which lies solely with the Promoter), with as much detail required at the discretion of the Promoter, will win the amount of prize money specified at that particular time of contesting (subject to eligibility criteria set out in these terms)
- 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 or guesses (at its absolute discretion).
- 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 listener entries via [zmonline.com](http://zmonline.com) or ZM social media channels for a chance to guess the ‘Secret Sound’
- In such situation(s), entrants need to follow the request(s) by the promoter, and must agree to the terms and conditions found online at [zmonline.com](http://zmonline.com)

#### Limitation on entries

- Entrants may enter the competition as many times as they wish, however entrants may only win one prize each.
- If anyone correctly guesses The Secret Sound at any time outside of the set contesting periods on a platform not specifically specified by The Promoter at the time of play, the Promoter is not required to award a prize.
- The contestant must be a specified contestant, having an official on-air guess to be eligible to win.

#### Prize Details:

- There is a minimum major prize pool of \$50,000(NZD) which listeners can win a share of.
  - 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 as determined by the Promoter e.g. \$10,000
  - Major Prize amounts may jackpot at any figure e.g. if not guessed it may jackpot from \$10,000 to \$12,000 NZD, at the Promoter’s discretion.
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- Major Prize amounts may change for each guess, 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.
- Major Prize winners may be published at zmonline.com, audio and any other elements may be used by ZM at the Promoter's discretion. The winner(s) grant an irrevocable, global licence to the Promoter in this regard.
- Prize Claim and Delivery Prize Claim Date and Time: 3 months from the date of winning, unless as advised by the Promoter.
- The prize will be transferred to the winner's nominated bank account no later than 3 months after the competition closing date.
- The total prize pool value is a minimum of \$50,000NZD
- The total prize pool value may be added to at any time
- If the sound selected by 'Sound keeper Annabelle' is not correctly guessed by a contestant on air by the date Thursday 30<sup>th</sup> August at 8am then the money may be won by 'sound keeper Annabelle'
- The Promoter and related companies are not responsible for any tax consequences incurred by the Winner(s) due to receipt of the prize.

**Winner Notification if a participant other than Sound Keeper Annabelle is deemed the winner:**

- Winners will be notified:
  - via telephone
  - 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.

**Special conditions**

- Entrants grant permission for their story, or any of their content to be shared with the general public, and to be used on air/online and on any other platforms.
  - The Promoter will leverage and include other sponsors and partners at their absolute discretion
  - The Promoter takes no responsibility for the actions of the general public as a result of this campaign.
  - Should the Contesting Segment not be able to run live, the Promoter will pre-record a segment with random callers from another contest set for this promotion which will run on the pre-recorded show day. 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 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. Throughout the promotional period
  - 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.
  - Clues are released at the absolute discretion of the promoter and are clues to lead you toward an answer or anything that may relate to the 'Secret Sound'
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- The Promoter may, at its discretion, take as many calls/entrants as they see fit in each contesting segment.
  - Producers and show hosts aligned with the promoter do not know the Secret Sound excepting 'Soundkeeper Annabelle' who will occasionally hosts a show.
  - The only people who know the sound are ZM Management and 'Soundkeeper Annabelle' who has signed a strict NDA to not share the sound with any other persons.
  - Under no circumstances will anyone outside of the aforementioned persons be told the correct answer
  - The Promoter and associated producers, at their discretion, may ask people their guesses off air. These will be screened against incorrect guesses which have already gone to air.
  - The Promoter and associated producers have the right to not put call through on air if a potential contestant or 'caller' guesses something which has already been guessed.
  - The Promoter and associated producers will ask contestants who call through what their guess is and put those callers in a 'queue'
  - On air presenters will pick callers randomly from this queue.
  - Being placed in a queue does not guarantee the caller a guess on air.
  - The Promoter at it's 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 'jackpot' 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. In such situation the previous Winner is not eligible to enter.
  - The Winner agrees to undertake any testing (such as polygraph testing) upon providing the correct guess to establish any nexus between themselves and Soundkeeper Annabel, or any other person who, for reasons of operational efficacy, is required to know the Secret Sound.

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

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