

## Specific Terms & Conditions – MARVEL STUDIOS' AVENGERS: ENDGAME & ZM'S ASSEMBLE NZ

NZME (the "Promoter"), Air New Zealand's Grabaseat is giving ZM listeners the chance to head to the Launch Screening of Marvel Studios' Avengers: Endgame in Auckland, New Zealand on Tuesday 23 April 2019, during the promotional period stated below.

### PROMOTIONAL PERIOD (Contesting Period):

- Monday 15 April – Tuesday 23 April 2019

### MECHANIC:

- ZM, Air New Zealand's Grabaseat will assemble 150 Marvel fans from across NZ in Auckland on Tuesday 23 April 2019, to be some of the first in the country to see Marvel Studios' Avengers: Endgame in IMAX
- Within the highlighted promotional period from 7am through to 8pm weekdays, hosts will inform listeners about the competition and open the phone lines taking winners to air
- There will be an audio cue-to-call, and the first person through will win the double pass plus the flights/ other means of transport to the event (if applicable) for them and a friend

### HOW TO ENTER:

- To be eligible participants must:
  - Be eligible under the NZME Standard Promotion or Competition Rules, as listed below
- To enter, the participants must:
  - Call through to the studio on 0800 DIAL ZM when the audio cue plays asking listeners to phone through for a chance to win the prize outlined below
  - The audio cue will state the nominated destination of the return flights (if applicable)
  - Producers and/or Announcers will confirm with the winner before they are put-to-air if they agree they can travel (by either flights or driving) from the nominated area

### PRIZE DETAILS:

- 50 x prize packages consisting of:
  - 2 x return 'seat only' flights from specified airport
  - 1 x double pass to the Launch Screening
  - 1 x night accommodation at Rydges Auckland
  - Transfers to and from Auckland Airport and Rydges Auckland
- 12 x prize packages consisting of:
  - 1 x double pass to the Launch Screening
  - 1 x \$100 petrol voucher when the driving time is longer than one hour
  - Hotel accommodation for winners who have driven more than 2.5 hours to Auckland for the Launch Screening
- To complete the 150 winners there is a double pass only competitions:
  - An additional Facebook comment to win entry mechanic for 4x double passes that will be live from 12 midday Friday, 19 April through to 9am Monday, 23 April 2019 on the ZM Network Facebook page. Winners will be drawn at 9am, April 23rd. Prize is one double pass to the screening per winner, travel to Auckland and accommodation not included.
  - Three opportunities to obtain 1 of 18 double passes from the ZM Black Thunders promotional street team in Auckland, between 3pm – 7pm on Monday 15 April through to Wednesday 17 April 2019.

#### Air New Zealand Grabaseat's flight package specific details:

- Two return Seat Only flights on Air New Zealand flying to Auckland (Tuesday 23 – Wednesday 24 April 2019).
- The winner will be responsible for all other expenses related to the prize
- The prize is not transferable or redeemable for cash and is redeemable on Air New Zealand services only
- Once booking confirmed no changes are permitted
- All prize travel is subject to Air New Zealand's Conditions of Carriage, to view visit <https://www.airnewzealand.co.nz/conditions-of-carriage>
- Prize travel is not eligible to accrue Airpoints Dollars™, Status Points or frequent flyer points under any other carrier's loyalty programme
- Other conditions may apply and will be advised at the time of booking
- Neither Air New Zealand, nor any other person or party associated with this competition shall be liable for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained in connection with either participation in this promotion or with any prizes offered.
- If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority
- The prize includes GST and taxes included in the price of the airline tickets. Unless otherwise stated, the prize does not include travel insurance, visas, meals, taxes not included in the price of the ticket, or any other costs of a personal nature
- Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. There can be no changes made to travel arrangements once tickets are issued
- If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority

#### OTHER SPECIFIC TERMS:

- Winners must be over 13 years to win, those aged 13-17 must be accompanied by a guardian over 18 years or older
  - The winner MUST travel from the departing port that they have won flights from. Winners are responsible for making their own way to the airport. Winners who fly must be able to travel to Auckland on 23 April 2019, and from Auckland on April 24, 2019 on the pre-determined Air New Zealand's Grabaseat flights.
  - If the winner accepts the prize and is then unable to attend they must notify the promoter by emailing [zm@zmonline.com](mailto:zm@zmonline.com)
  - The prize is not redeemable for cash or transferable.
  - All winners who have won hotel accommodation will require valid credit card and photo I.D. to check-in
  - NZME will provide a \$100 petrol voucher if travel is required from a destination more than one hour out of Auckland
  - NZME will provide accommodation for winners who have driven more than 2.5 hours to Auckland for the Launch Screening
  - The Promoter may change these Terms and Conditions, including the Promotional Period, at any time.
  - The Promoters' decisions on all entry and promotion matters are final and no correspondence will be entered into.
  - Entry into this Promotion is deemed to be acceptance of these terms and conditions.
  - Please contact [zm@zmonline.com](mailto:zm@zmonline.com) with any queries.
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- Winner and his/her guests are solely responsible for all meals and expenses not specifically set forth herein.
- Airline, flight route and dates of travel are subject to the promoter's absolute and final decision.

## 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 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. 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 and the prize suppliers 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 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.
25. The Walt Disney Company, and each of their respective parent, affiliates, and subsidiaries are not responsible for the promotion, administration or execution of the "MARVEL STUDIOS' AVENGERS: ENDGAME & ZM'S ASSEMBLE NZ" Competition.

### Acceptance

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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.
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