

## SPECIFIC TERMS AND CONDITIONS – ZM'S MACCA'S SUMMER COMBO CREATOR

### PROMOTION SUMMARY

ZM, brought to you by NZME Radio Limited (the “**Promoter**”), together with McDonald’s Restaurants (New Zealand) Limited (the “**Sponsor**”), are giving listeners the chance to win a daily prize consisting of a \$50 Macca’s voucher and a grand prize of \$2,500 NZD (the “**Promotion**”). For your chance to win, when you hear the cue to call, call 0800 DIAL ZM between Monday 23 January and Friday 3 February 2023 to participate in ZM’s Macca’s Summer Combo Creator.

### PROMOTION PERIOD

The Promotion starts at 10am on Monday 23 January and finishes at 3pm on Friday 3 February 2023 (the “**Promotion Period**”).

### HOW TO ENTER

- 1) To enter the Promotion, participants must:
  - a. be a NZ resident aged 18 years or over;
  - b. be eligible under the Standard Promotion or Competition Rules below.
- 2) To be in the draw to win, when you hear the cue to call during the Promotion Period, call 0800 DIAL ZM and participate in ZM’s Macca’s Summer Combo Creator.
- 3) Each daily caller that gets through to participate in the Promotion will automatically win a Daily Prize of a \$50 Macca’s voucher and will be allocated a Macca’s item, person and location combo as their entry into the Grand Prize Draw to be awarded on Friday 3 February 2023 (see below).

### THE PRIZE

- Daily Prize: a \$50 Macca’s voucher with ten (10) daily prizes to be awarded in total. Voucher terms and conditions apply, excludes McDelivery®. It may not be used in conjunction with any other McDonald’s offers.
- Grand Prize: a cash prize of \$2,500 NZD.

### WINNING THE PRIZE

- 1) To win, listen for the daily cue to call announced by Georgia on ZM’s Jam Packed Workday during the Promotion Period. The caller that successfully call through will participate on air and be awarded a Daily Prize.
- 2) The Grand Prize winner will be randomly selected from all Daily Prize winners on Friday 3 February 2023. The Promoter will attempt to call the selected winner between 10am and 3pm to participate on air with Georgia on ZM’s Jam Packed Workday.
- 3) If the Grand Prize entrant chosen does not answer when called, the Grand Prize is forfeit and the Promoter will select another winner.

- 4) The Prize delivery details will be arranged directly between the Prize winners and the Promoter and Sponsor and are subject to the Prize winner promptly providing the Promoter and Sponsor with all information requested.

#### **PRIZE CRITERIA**

- 1) The Prize winners will at all times act responsibly so as not to harm the reputation of the Promoter and/or Sponsor while taking up the Prize.
- 2) The Prize winners will be responsible for any costs and expenses not expressly included in the Prize.
- 3) The Prize is as stated, non-negotiable, non-transferable and cannot be exchanged for cash.

#### **OTHER TERMS**

1. Entrants will be required to participate on-air. If the Promoter believes, in the Promoter's absolute discretion, that the contestant may use offensive or inappropriate behaviour or language, or the contestant does anything that may damage the reputation of the Promoter, the Promoter may disqualify the contestant from the Promotion and any Prize awarded by the Promoter will be forfeit.
  2. In the event a Promotion cannot be operated as anticipated, the Promoter reserves the right to amend, vary, extend or discontinue the Promotion.
  3. The Promoter's decisions on all Promotion matters are final and no correspondence will be entered into.
  4. The Promoter 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 Prize and the quality of goods or services supplied by any third party, except for any liability that cannot be excluded by law.
  5. Any attempt to resell or auction all or any part of this Prize will result in an immediate cancellation of the Prize.
  6. The Promoter will collect and use, for the purposes of the Promotion, personal information from you (for example your email address and other contact details). Such personal information may be shared with the Sponsor for the purposes of providing the Prize. You have the right to request access to and correction of your personal information (where such information is readily retrievable) by contacting the Promoter).
  7. Any personal information provided to the Promoter and Sponsor will be collected, held and used in accordance with the respective privacy policies of each:
    - Promoter's [privacy policy](#) ; and
    - Sponsor [privacy policy](#)
  8. 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.
  9. Please contact the [zm@zmonline.co.nz](mailto:zm@zmonline.co.nz) with any queries.
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10. The Promoters' decisions on all entry and Promotion matters are final and no correspondence will be entered into.
11. By entering the Promotion, you have agreed to accept these specific terms and conditions, our standard promotion or competition rules below, our website terms of access and privacy policy.

## 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 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. 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.
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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. You consent to NZME sharing the personal information you have provided upon entry into this competition with third parties as required in order to provide the prize to you.
13. 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

14. Only the person who originally entered the Promotion can be awarded the prize (the ‘Winner’).
15. 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’).
16. The Judge’s determination of the Winner will be final and no correspondence will be entered into.
17. 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.)
18. 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.
19. 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.
20. 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.
21. 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**

22. In the event a Promotion cannot be operated as anticipated, NZME reserves the right to amend, vary, extend or discontinue the Promotion.
23. 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.
24. 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.
25. 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**

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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