

Fiji Airways PROMOTION

NZME (the 'Promoter') Wellington Airport and Fiji Airways are giving you the opportunity to win one of 4 trips for you and a friend to Fiji (the 'Promotion'). Black Thunders Postshops will be set up at Wellington Airport and across the city, where you'll be given the option to choose a pre-sealed envelope to post to yourself. When yours arrives in the mail simply open it to see if you've won. Can't make it to the Black Thunder Postshops? Register online with your work place and if selected the Black Thunders will bring the Postshop to you. .

The Promotion opens at 8am on 23 March 2022 and closes at 11:59pm on 9 April 2022 (the 'Promotion Period').

How to Enter:

There are three ways to enter:

- Visit the Black Thunder Postshop at Wellington Airport
- Listen to ZM or check out our social for the times and locations of the Black Thunder Postshops around Wellington, or
- Register online and if selected the Black Thunder will bring the Black Thunder Postshop to your work place..

You'll then be given the opportunity to choose one of the pre-sealed envelopes to address to yourself. The Promoter will then post the envelopes to the name and address provided. If the envelope you selected is a winning envelope, simply open to reveal your prize.

You must include all the details requested for a valid entry.

All completed entry forms will be put in the draw to win. Duplicate entries will not be accepted and will invalidate all entries submitted by that person.

The Prize

Each Prize pack valued at approximately \$1,938 at time of writing consists of:

- 1 Two return tickets from Wellington Airport to Nadi International Airport on Fiji Airways, departing on Sunday 15 May at 12:30pm and returning Wednesday 18 May 07:40am. You must be able to travel on these flights.
 - 2 Accommodation for two (twin room) at the Sheraton Hotel and Resort for 3 nights including breakfast. All other hotel expenses are at a cost to the winner and are to be paid in full prior to departure.
 - 3 A Day Cruise for two with South Seas Cruises on the 15th or 16th of May 2022. Cruise will be selected for you by the promoter dependent on availability.
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The Winner and their travelling companions will be responsible for any expenses not expressly included in the Prize, including, transfers to and from their place of residence to Wellington Airport, additional expenses such as spending money, additional 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.

Winning the Prize

The Prize winner will be randomly selected according to the pre-sealed letter they selected at the time of entry. Winners will be notified by the letter contained in their pre-sealed envelope and details on how to claim the Prize will also be set out in that letter. The Prize must be claimed before 6 May 2022 or it will be forfeited. Confirming the Prize package details will be arranged directly between the Promoter and the winner and are subject to the winner promptly providing to the Promoter all correct information requested.

The winner and companion must travel together. Final confirmation of flight bookings are dependent on availability and Fiji Airways does not accept responsibility for the lack of availability (if any).

If during the Promotion the Promoter believes, in the Promoter's absolute discretion, that the entrant may use offensive or inappropriate behaviour or language, or does anything that may damage the reputation of the Promoter, the Promoter may disqualify the entrant from the Promotion and any Prize awarded by the Promoter will be forfeited. You and your travelling companion must be over the age of 18 to take up the Prize. You and your travelling companion must be able to prove you're double vaccinated and test negative as per Fiji Airways requirements to take up the Prize.

Additional Terms

- The Prize is not transferable or redeemable for cash and is redeemable only for the services outlined above.
 - Airline tickets are for Economy Class travel only and upgrading to a higher class by paying the fare difference is not permitted. Flight reservations must be made in advance and are subject to availability at the time of booking. A copy of your passport must be provided at the time of booking.
 - Once booking confirmed no changes are permitted.
 - All prize travel is subject to Fiji Airways conditions of carriage (available via www.fijiairways.com), which provides general information related to booking and
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flying with Fiji Airways. It is important that you familiarise yourself with these conditions of carriage.

- Additional terms and conditions apply to the respective components of the prize provided by the competition partners and are available directly from them. These terms and conditions may include rules and restrictions about the use and availability of fares, products and services, and conditions of carriage and may seek to limit or exclude the relevant partner's liability to you for death, personal injury, delay and loss or damage to baggage. The Winner and travelling companion agrees to comply with all terms and conditions and any reasonable instructions given by such third parties.
 - The prize may not be used in combination with any other ongoing offers/ promotions/ contests/ discounts.
 - The winner and travelling companion will at all times act responsibly so as not to harm the reputation of the Promoter while taking up the Prize. This includes observing standards of social responsibly while consuming alcohol.
 - Neither the Promoter, Fiji Airways nor any other person or party associated with this Promotion 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.
 - Insofar as is permitted by law, you hereby release the Promoter and Fiji Airways (including its directors, officers and employees) from all and any actions, claims, rights and demands, worldwide, whether or not presently known to you or to the law, whether in law or equity, that you may have against the Promoter or Fiji Airways (including its directors, officers and employees) arising out of or in connection with this competition. This release does not affect Fiji Airways' liability to you under the Fiji Airways conditions of carriage in connection with your flights on Fiji Airways.
 - Fiji Airways is not responsible for any delay in flights or transfers that occurs for reasons beyond its control.
 - Fiji Airways reserves the right to exclude you from participating in this competition if it has reason to believe that you have breached these terms and conditions.
 - Fiji Airways reserves the right to hold, void, suspend, cancel, or amend the prize and/or competition where it becomes necessary to do so.
 - You are responsible for obtaining all required travel documents and visas and for complying with all country entry/transit requirements, including COVID response requirements.
 - 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.
 - 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
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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.

- These terms and conditions, including the entry mechanism, Promotional Period and Prize, may be amended at any time. The Promoter reserves the right to terminate or extend the Promotion at any time.
- Any attempt to resell or auction all or any part of this Prize will result in an immediate cancellation of the Prize.
- 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 other service providers 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).
- 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.
- Please contact jordi.boyd@nzme.co.nz with any queries.

The Promoters' decisions on all entry and Promotion matters are final and no correspondence will be entered into.

By entering the competition you have agreed to accept our standard competition terms, our website terms of use 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.
 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 <https://www.nzme.co.nz/about-us/privacy-policy/>) unless otherwise directed by contestants at the time of entry.
 11. 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.
 12. 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.
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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.
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- (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.** NZME reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
- 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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