

RADIO HAURAKI'S 'WIN A TRIP FOR 2 TO THE 2016 AMERICAN EXPRESS WINTER FESTIVAL' PROMOTION

Terms of Entry

1. Information on How to Enter form part of the terms and conditions of entry to this Competition. To the extent of any inconsistency in the information on How to Enter and other details and instructions, the Terms and Conditions below will prevail.
2. Entry into this Competition indicates an acceptance and agreement of all these terms & conditions. If you do not agree to these terms and conditions you should not enter the Competition.
3. Entry is open to NZ residents except employees (and any immediate family member of someone employed by) of NZME, American Express Queenstown Winter Festival, Air New Zealand and their agencies associated with the promotion and Herald retailers. Failure to provide all requested personal information at the time of submitting an entry may result in the entry being invalid. If the main prize winner drawn is under the age of 18 years the prize will be awarded to their parent or guardian.
4. To enter, To enter visit www.hauraki.co.nz/queenstown online and be listening to Radio Hauraki for you're your chance to enter on-air. Entries close at 23:59 on Sunday May 8th, 2016.
5. **Prize Details:** One (1) prize winner will win a trip for two (2) to the American Express Queenstown Winter Festival. This travel package includes;
 - o Return flights to Queenstown Airport, departing from either Auckland, Wellington or Christchurch Airport. Departing Friday, July 1 and returning Sunday, July 3.
 - o Accommodation for two nights at Oaks Shores
 - o Tickets for two to the Winter Boat Party with DJ P-Money
 - o Two-day lift passes for Coronet Peak and The Remarkables, including ski or board hire
 - o Car Rental from JUCY Rentals
6. Winners must be over 18 years of age.
7. This Travel prize needs to be taken between: Friday, July 1 and returning Sunday, July 3, 2016.
8. It is each winner's responsibility to cover any additional costs associated with the prize not specifically stated in clause 5, and to arrange passports, visas, insurance and travel to and from Queenstown if they do not reside in Queenstown. All travel prizes exclude travel/transport to and from Queenstown airport, meals and beverages. Spending money and all other ancillary costs are the responsibility of the winner.
9. In the event that any prize(s) become unavailable for any reason beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value. The prize is not transferable or exchangeable and cannot be taken as cash. Any unused portion of the prize is non-transferable, non-refundable and non-redeemable for other goods or services and cannot be taken as cash.
10. In the event the prize winner requests a travel prize of greater value than that specified (e.g. requests an extended length of stay), the prize-winner shall pay the difference in value and no claim for the difference shall be made against any of the promotional partners.
11. Taking the prize is subject to any prevailing terms and conditions of the accommodation/ transport/ services or transfers (as applicable), and in particular, health, behaviour, age and safety requirements. No compensation will be payable if the winner, or their travel companions, are unable to use any element of the prize as stated for whatever reason, including participation in certain activities for health, age, behaviour or safety reasons. Any part of a prize that is not taken for any reason is forfeited.
12. The winner and their travel companion will not accrue any frequent flyer points from taking the prize. All components of the prize must be taken together. Any element of the prize not taken will be deemed to be forfeited. Accommodation and travel is subject to booking, accommodation and flight availability. Once booked, any changes made to the booking may incur a cancellation fee or amendment fee, at the cost of the winner.
13. The prize draw will take place on or before Monday 9th May, 2016.

14. The winner will be notified by phone and confirmed via email. If the winner cannot be contacted or does not claim the prize within 48 hours of the prize draw, that winner will forfeit the prize and a redraw will be made.
15. The Promoter and American Express Queenstown Winter Festival reserve the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process, including but not limited to making multiple entries that are not associated with the purchase of a Promotion Product, or for submitting an entry that is not in accordance with these Terms and Conditions.
16. The judges' decision is final and no correspondence will be entered into.
17. The Promoter and American Express Queenstown Winter Festival reserve the right to vary any of the terms of entry applying to this promotion or to modify, terminate, suspend or reschedule this promotion.
18. The Promoter and American Express Queenstown Winter Festival accept no responsibility for late, lost or misdirected entries.
19. The Promoter and American Express Queenstown Winter Festival are not responsible for the transmission or receipt of any incorrect information associated with entries, either caused by user error or any equipment or programming malfunction associated with the promotion.
20. The Promoter and American Express Queenstown Winter Festival shall not be liable for any loss, damage or personal injury (including but not limited to indirect or consequential loss) suffered by any person arising directly or indirectly out of or in connection with entering this promotion or claiming/winning any prize, except as required by law.
21. Travel is for 2 adults flying Economy Class "Seat + Bag" with New Zealand on specified services only. Travel is based on a return journey. Stopovers or stopovers within transit are not permitted. Prize winners must travel together on the same flights in both directions. Prize is non-transferable, exchangeable or redeemable for cash and is available on Air New Zealand operated services only. Seats are limited and are subject to availability. The prize winner is responsible for paying all additional costs associated with the flights including (where applicable) accommodation, transport, meal costs, spending money, visas, insurance and all other incidentals. Tickets are non-changeable once issued. Travel is not eligible for any frequent flyer (including Airpoints Dollars) accrual, upgrades, companion redemption or credit of tier status. Special conditions and restrictions apply. All prize travel will be subject to [Air New Zealand's General Terms and Conditions of carriage](#), to view visit www.airnewzealand.co.nz.
22. All entries become the property of NZME. In accordance with the Privacy Act 1993, NZME collects personal information and NZME holds personal information to conduct the promotion, notify prize winners, verify prize winners' identities and may be used by NZME for future promotional activities, including (where consented to) sending the entrant emails. Individuals have rights to access and request correction of their personal information held by NZME, 2 Graham Street, Auckland, New Zealand, freephone 0800 100 888 email promotions@nzme.co.nz. By entering this promotion entrants consent to the use of their information as described above (in clause 20.).
23. The winners' name and photo may be used for publicity purposes and by accepting the prize the winners' must make themselves available for this purpose.
24. The promoter is NZME. Ltd, 2 Graham Street, Auckland.

RADIO HAURAKI – Contest Terms & Conditions

Radio Hauraki and www.hauraki.co.nz like to share our prizes around and by participating in a competition on-air, or online, and winning, you accept the following terms and conditions:

- a) For a prize that is considered by Hauraki to be 'substantial', a person is ineligible to win said 'substantial' prize if they have won another 'substantial' prize in another (or the same) Hauraki competition in the previous 30 days. For clarification as to whether or not you have won a 'substantial' prize, that would preclude you from winning, please email nathan@hauraki.co.nz
- b) There is a stand-down period of 14 days between prize wins for all prizes that Hauraki determines as 'minor' e.g. CD, Book, Movie Ticket, DVD.

- c) If it is discovered that condition (a) has been breached, Hauraki reserves the right to not award a prize.
- d) Prizes are valid for 60 Days only after being awarded. Radio Hauraki will take all reasonable measures to contact prize winners to arrange prize distribution. In the instance where a prize winner cannot be contacted and they do not contact Radio Hauraki directly, the prize is forfeit.
- e) These terms are subject to change without notice and are at the discretion of Hauraki.

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:

All NZME employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families;

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;

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

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.

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.

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.

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.

No purchase is necessary to win or participate in the Promotion, unless specified in the Specific Rules.

The Promotion is open to New Zealand Residents only. Disqualified Participants may not enter in the Promotion.

NZME reserves the right to exclude any person from participating in the Promotion on reasonable grounds.

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.

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.

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) unless otherwise directed by contestants at the time of entry.

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.

Where the Promotion involves texting, the following apply:

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;

Any form of automated text message is invalid;

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

NZME takes no responsibility for text costs incurred after the Promotion has closed as stipulated in the Specific Rules.

Winning the Prize

Only the person who originally entered the Promotion can be awarded the prize (the 'Winner'). 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').

The Judge's determination of the Winner will be final and no correspondence will be entered into.

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.)

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.

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.

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.

Where the Prize includes air travel and/or accommodation, either international or domestic (the 'Travel Prize'):

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.

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).

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.

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.

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.

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.

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.

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.

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.

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

NZME reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.

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.

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.

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

Participation in the Promotion is deemed acceptance of these Terms and Conditions. If the Winner does not accept these Terms and Conditions the prize will be forfeited.