

## 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 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 likenesses 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 and duration 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 and their travelling companion (if applicable) 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
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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.


## 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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## Schedule

### Outlander Season 2 Premiere Competition Terms and Conditions

1. By entering this Competition you accept these terms and conditions and agree to follow the instructions on how to enter for a chance to win (if there is any inconsistency between the information on how to enter and these terms and conditions, these terms and conditions prevail). References to “terms and conditions” mean these terms and conditions and the privacy policy below.
  2. The promoter of this Competition is NZME (NZME). Only active Lightbox subscribers are able to enter the prize draw. Employees of Lightbox and NZME, their immediate families, and entrants under 18 years old, are not eligible to enter.
  3. To get one entry into in the prize draw, entrants must complete the registration at [thehits.co.nz/SPY](http://thehits.co.nz/SPY)
  4. For the entry to be valid the entrant must be an active Lightbox subscriber during the period of 6am 15 February 2016 until 7.00pm 11 March 2016 (Promo Period).
  5. There are two Grand Prizes, each includes:
    - A trip for 2 to New York City for Outlander Season 2 premiere
      - 2 Return economy flights from Auckland, Wellington or Christchurch
      - 4 nights in 3 star hotel accommodation in New York City
      - \$1000 (NZD) spending money
      - Return Airport transfer from NY Airport to hotel
  6. 2 Grand Prize winners will be drawn randomly
  7. The first Grand Prize draw will take place on Friday 26th February
  8. The second Grand Prize draw will take place on Friday 11<sup>th</sup> March
  9. NZME will try to notify winners by phone, but reserves the right to notify and deliver by other means. NZME will make reasonable attempts to contact the winners, but if any winner is not able to be contacted or is unable to redeem the prize in accordance with the terms and conditions following the first contact attempt, the prize will be redrawn in his or her place without liability to any person or entity.
  10. Each person travelling in conjunction with the Grand Prize must be at least 18 years or older. Where the prize includes travel and/or accommodation, either international or domestic, the winner and their travelling companion (if applicable) 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).
  11. When the Grand Prize includes travel to or through the United States, it is the winner’s responsibility and that of their travelling companion (if applicable) when travelling into or through (transiting included) the United States under the Visa Waiver Program to apply for an Electronic System for Grand 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.
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12. The Grand Prize must be taken as stated above and in accordance with NZME's reasonable directions, and no compensation will be payable if the winner is unable to use any prize for any reason. 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 Grand Prize.
  13. The winner and their travelling companion (if applicable) must travel together at all times. The winner is responsible for transport from their residence to Auckland, Christchurch or Wellington Airports for flight departure and from Auckland, Christchurch or Wellington Airports to their residence upon returning to New Zealand.
  14. 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.
  15. Any changes to travel dates or additional accommodation outside the travel period specified in the Grand Prize details, made by the winner, which incur additional costs, are to be paid by the Grand Prize winner.
  16. The winner will be responsible for all expenses including, but not limited to, extra spending money, meals, drinks, transport, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the Grand Prize), gratuities, services charges, passports, visas, travel insurance and all other ancillary costs associated with redeeming the Grand Prize. The winner must obtain travel insurance to protect themselves against additional costs incurred in the event of unforeseen circumstances.
  17. NZME makes no representation as to safety, conditions and other issues that may exist at any destination or experience in the Grand Prize. 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 Grand Prize at their own risk.
  18. The Grand Prize is subject to third party terms, such as the Outlander Season 2 premiere terms of entry and health and safety requirements, or the airline or accommodation terms and conditions.
  19. NZME accepts no responsibility or liability in relation to any inability to use any prize or any part thereof as a result of a breach by a prize winner or any other party of any third party terms. If for some reason the prize or any part thereof does not occur in whole or in part for any reason beyond NZME's control (for instance, flights are delayed), NZME accepts no responsibility or liability for the winner being unable to enjoy the prize.
  20. Any travelling companion included in the Grand Prize accepts the Grand Prize subject to these Promo Terms 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 NZME in its absolute discretion, if requested by NZME.
  21. All entries to this promo become the property of Lightbox. Any personal information collected as part of this giveaway will be held by Lightbox in accordance with its Privacy Policy. You have the right to access, update and correct such information.  
<http://pages.mail.lightbox.co.nz/privacy/>
  22. Accepting a prize constitutes the winner's consent to Lightbox to using their name, city/town of residence, Competition entry and/or photographs for promotional or publicity purposes without compensation.
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23. NZME reserves the right to verify the validity of an entry or a winner's right to redeem the prize in accordance with these terms and conditions. NZME reserves the right to change any prize offered and substitute it with a prize of equivalent value, or extend the promo period. The decision of NZME relating to this promo is final and no correspondence will be entered into.
24. NZME accepts no responsibility or liability for any costs or expenses that may be incurred by the prize winner in relation to the prize. The winner is responsible for all additional costs associated with their use and enjoyment of the prize. The prize may also be subject to third party terms and conditions, such as manufactures' terms. NZME is not responsible or liable for any late, lost or misdirected entries or for any problems or technical malfunction which may result in delay or failure to enter you into the draw.
25. The prizes cannot be transferred or exchanged or redeemed for cash. NZME takes no responsibility for prizes that are lost or destroyed. By participating in this promo, you are deemed to agree to and accept these terms and conditions.
26. Please contact [info@thehits.co.nz](mailto:info@thehits.co.nz) with any queries.

### **Sony Pictures Television Prize Contribution “Outlander Season 2 Premiere”**

1. In connection with the Competition, Sony Pictures Television (SPT) has agreed to supply the following prizing (“SPT Prize Contribution”) to be awarded in the Competition: Subject to availability an opportunity for the Grand Prize winner and their guest to visit the premiere of Outlander Season 2 in New York, New York (the “Season Premiere”); provided that the Season Premiere is not guaranteed and blackout dates apply. If the Season Premiere is unavailable due to production scheduling, conflicts, location change, cancellation, postponement or for any other reason, no substitute for this portion of the Grand Prize will be offered by SPT and SPT shall have no further obligation to Competition Promoter and entrants with respect to the SPT Prize Contribution. All other prizing provided to the Grand Prize winner in the Competition shall be at the Competition Promoter’s sole cost and expense.

The “Outlander” television series is copyrighted by Sony Pictures Television Inc. All rights reserved. Sony Pictures Television Inc. takes no part in the administration of the Promotion except as set forth above with respect to the SPT Prize Contribution.

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