

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

'**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) 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

- b) 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.
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 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.

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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Specific Terms & Conditions

Schedule – Celebrating over 100 Bottle-O stores in NZ

All entrants must be 18 years or over to take part in this promotion.

References to the “Promoter” in these Specific Terms and Conditions are references to NZME Radio Limited.

Mechanic:

- The Hits & Bottle-O are giving you the chance to win \$100,000. Register through thehits.co.nz or in your local Bottle-O store (no purchase necessary).
- All people who have a valid entry for the competition through The Hits and Bottle-O will be placed into one draw to be the Major Winner. Only one person shall be the Major Winner.
- One Major Winner will be selected on Wednesday 6th December to take part in the \$100,000 Winning Event on Friday 8th December at NZME, 2 Graham Street Auckland.
- The Major Winner will be allowed to select **one** bottle out of a minimum of one hundred bottles (and a maximum of one hundred and six bottles) for The Major Winner to choose from.
- There will be **one** bottle which will contain \$100,000 (‘The Winning Bottle’) and the rest of the Bottles will contain \$10,000.
- Once The Major Winner has selected **one** bottle, a representative from Odds On Promotions will provide NZME with the bottle details to determine the value of the prize.
- If The Major Winner selects ‘The Winning Bottle’ they will be awarded (subject to qualifying criteria):
 - A \$100,000 (NZD) cash prize (supplied by Oddson Promotions Ltd); OR
- If The Major winner does not select the one ‘Winning Bottle’ they will win a minor prize of
 - \$10,000 (NZD) cash prize (supplied by NZME).

Promotional Period:

- The Promotional Period will run from
 - 6:00am on Monday 13th November until 12:00pm noon on Wednesday 6th December 2017
- The Contesting Segments will take place
 - During drive time between 3:00PM and 7:00PM each weekday during The Promotional Period.
- The Promoter reserves the right to change the dates of the Promotional Period and the amount and time of the Contesting Times across The Promotional Period.

How to Enter:

There are two ways to enter the Promotion:

1. Through The Hits – on-air, on-line and other platforms;
2. In-store at participating Bottle-O stores.

Each entrant is allowed one unique entry through The Hits and one unique entry through Bottle-O (two total). The only way to receive bonus entries is through being a Contestant in a Contesting Segment with The Hits (details below).

All entrants will be placed into one Major Draw to take part in the \$100,000 event.

How to enter through The Hits:

- Listeners will be required to head to the WIN page at www.thehits.co.nz to register their details.
 - Each listener is allowed one unique entry through the Win page.
 - At various times throughout the competition, entries may also be taken on-air or through social media. This counts as one valid entry through The Hits.
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Bonus Entries through The Hits:

- The Promoter will randomly select listeners from all entries at www.thehits.co.nz or through other platforms.
- If entrants are selected, they will be called back on-air as a Contestant to spin the 'Bottle-O Wheel'
- This Wheel will give the Contestant potential bonus entries into the draw. The 'Bottle-O Wheel' will have random numbers such as ten entries, two entries, one hundred entries etc. There could also be negative entries, such as minus one entry in the draw.
- Whatever number the wheel lands on will grant The Contestant that number of entries into the final Major Draw.
- The Contestant may also be selected through other on air, social and online activity as determined at the discretion of The Promoter throughout the promotional period (e.g. the 1000th person to comment on this post gets 100 entries).

In-Store Entries:

- There will be further chances to win at all participating Bottle-O's. A full list of stores will be available at www.thebottle.co.nz
- Entrants must go in-store for more chances to win. No purchase is necessary to enter in-store.
- There will be in-store marketing which will contain a promotional QR code. Entrants will need to scan the code on their phone which will take them to a Hits Win Page.
- Entrants must enter all details to go in the draw to win.
- Each entrant is allowed one entry through this platform.
- If the entrant does not have the capability to use a QR code, they can go to the Bottle-O website and click on the link to The Hits entry page for the chance to win.

Limitation on entries:

- Entrants may only have one unique entry through each platform (two valid entries total per person).
- The exception is Contestants who enter through The Hits. These Contestant may gain additional entries in the Major Draw.

The Major Draw & Event Details:

- Entries will close at 12pm noon on Wednesday 6th December
 - All valid entries will go into one Major Draw, which will be drawn a NZME Representative.
 - The Major Winner will be notified via the telephone number provided in the entry between 3:00PM and 6:00PM on Wednesday 6th December. The Promoter will make a maximum of three attempts to contact the Major Winner. No voice mails or texts will be sent, the Major Winner will be required to pick up their phone.
 - If by 6:00PM the Major Winner has failed to answer their phone, a new Major Winner will be selected. The Promoter will attempt to contact the new Major Winner for three attempts. This process will continue until a -Major Winner answers their phone.
 - The Major Winner must be available to take part in the event on Friday 8th December between 3:00PM and 7:00PM. The Promoter reserves the right to change the date and time of this event, and will give advance notice of the Major Winner of this.
 - If The Major Winner is outside of Auckland, NZME and The Bottle-O will cover the cost of flights and accommodation for The Major Winner and an additional person to the maximum total value of \$1,600 (non-transferable or redeemable for cash)
 - The Major Winner cannot have a friend, family member, or other representative play on their behalf, except in exceptional circumstances at the Promoter's discretion. The Major Winner must be present at the event to be eligible to take part for the chance to win the Major Prize.
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- In the case of extreme weather, flight disruption, sickness or any other unforeseen events The Promoter reserves the right to select a new Major Winner to take part in the event at its discretion. This decision is final and no correspondence will be entered into.

Prize Details:


- There is a Major Prize pool of up to \$100,000(NZD).
- The Major Winner will win
 1. \$100,000 NZD if The 'Winning Bottle' is selected (provided by Oddson Promotions Ltd)
OR
 2. \$10,000 NZD if The 'Winning Bottle' is **not** selected (provided by NZME).
- The prize will be transferred to the winner's nominated bank account no later than 4 weeks after the competition closing date.

The Winner Event:

- A minimum of two NZME representatives will supervise the event and will ensure The Major Winner understands the terms and conditions of this promotion. A minimum of one representative from Oddson Promotion also be at the event.
- The Major Winner will be presented with a minimum of one hundred bottles and a maximum of one hundred and six bottles (depending if more stores open within the time frame of the promotion).
- In order to qualify for The Major Prize, The Major Winner must successfully pick the one 'Winning Bottle' from a randomly commingled group of Bottles.
- The one '**Winning Bottle**' will, if picked successfully by the Major Winner, entitle the Major Winner to the Major Prize of \$100,000 supplied by Oddson Promotions Ltd (subject to qualifying criteria).
- If the Major Winner picks a bottle which is not the 'Winning Bottle', the Major Winner will be entitled to an amount of \$10,000, supplied by NZME.
- Once The Major Winner has locked in their decision for the selection of The Winning Bottle, this decision is final, as determined by The Promoter. The Major Winner cannot change their mind unless given the chance by The Promoter. This will be determined at the complete discretion of The Promoter.
- Oddson Promotions Ltd will insure the Major Prize and provide NZME with a master envelope containing the details of The Winning Bottle. Oddson Promotions Ltd will set up the Bottles and determine the Winning Bottle.
- Should The Winning Bottle be selected, Oddson Promotions Ltd will require the Major Prize Winner to sign an affidavit as provided by Oddson Promotions Ltd.
- The Promoter reserves the right to add an element of jeopardy onto the event e.g. The Major Winner can use the 'Bottle-O' help their selection for The Winning Bottle. This will not impact on the Prize Money available.

Special conditions

- If the Event is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or move the time, date and location of the Winning Event.
 - Throughout the Promotional Period the Promoter may contact any entrants to interact with the station on air, online and via social media in relation to the Promotion, and all entrants consent to their personal information being used in that way.
 - The Promoter and its representatives may conduct security and verification checks at their absolute discretion to determine the Entrant's eligibility to enter the Promotion.
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- If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion. This is at the complete discretion of the Promoter, and no correspondence will be entered into.
 - The Major Winner and any entrants grant permission to be contacted and filmed at the Winning Event. This content may be used on air/online and on any other platforms by NZME or the Major Sponsor Bottle-O.
 - The Major Winner agrees that once the Major Draw has taken place Oddson Promotions Ltd may conduct a reasonable investigation including, but not limited to, requiring The Major Winner and/or Promotion Officials to do a polygraph examination as a condition to payment of the claim if, in the sole opinion of Oddson Promotions Ltd such an investigation is justified.
 - The Promoter may, on occasion, carry out themed days which can include location specific entry requirements e.g. today every entrant who gets on-air gets one hundred entries in the draw. events are at the Promoter's absolute discretion and will be made clear by the on-air.
 - The Promoter reserves the right to solicit entries on Facebook, Instagram and other platforms and invite them to enter the Promotion.
 - The Promoter may at its discretion take as many calls/entrants as they see fit in each contesting segment.

By entering the competition you agree to the above terms and conditions.
