

## The Hits – ‘Cash N Car’

### PROMOTION SPECIFIC RULES

- The Hits, brought to you by NZME (the “Promoter”), is giving you the chance to win a new MG ZS Essence car red (valued at \$27,490+ORC) and an unspecified amount of cash

#### **Promotional Period:**

- The “Promotional Period” begins Monday May 3<sup>rd</sup> at 8.30AM, and will continue at the discretion of the Promoter.
- The length and timing of the “Contesting Period” (the period during on air broadcast where hosts make a call to action and invite callers to participate on air) each day will be at the discretion of the Promoter.
- The Promoter reserves the right to change the dates of the Promotional Period and the Contesting Times at its discretion.

#### **Entry Mechanics:**

- Listeners will be invited to call 0800 THE HITS when instructed by hosts during the time period specified on air during that call to action.
- Random caller(s) will be selected by the Promoter to play (at its absolute discretion).

#### *Online Entry:*

- From time to time the promoter may invite listener entries via thehits.co.nz or The Hits social media channels for a chance to guess the cash amount.
- Entrants may also be selected to appear on air through social and online activity as determined by the Promoter.
- In such situation(s), entrants need to follow the request(s) by the promoter, and must agree to the terms and conditions found online at thehits.co.nz
- The Promoter reserves the right to solicit for entrants on social media and invite them to register for the Promotion.

#### *Limitation on entries:*

- Entrants may enter the competition as many times as they wish
- If anyone correctly guesses the cash amount at any time outside of the set contesting periods (on-air, off-air or on-line) or on a platform not specifically specified by The Promoter, The Promoter is not required to award a prize. The contestant must be a specified contestant having an official on-air guess to be eligible to win.

#### **How to win:**

- The first caller to correctly identify on air the exact cash amount in the car will instantly win the cash and the car. The representation of cash shown in any marketing for this promotion is not representative of the cash amount in the car.
- If a caller fails to correctly identify what the cash amount in the car is, they will not win the Major Prize, and the Promoter may take other callers or guesses (at its absolute discretion).
- All decisions are at the discretion of the Promoter and no correspondence will be entered in to in this regard.

- Any bonus prizes that may be awarded will be determined at the complete discretion of The Promoter.
- Prizes awarded are subject to availability and are at the complete discretion of the Promoter.

**Additional specific terms:**

- Throughout the promotional period The Promoter reserves the right to release clues and other audio or visual clues. This will be at the discretion of The Promoter.
- Entrants grant permission for their story, or any of their content that they share on air to be shared with the general public, and to be used on air/online and on any other platforms.
- Should the Contesting Period not be able to run live, the Promoter will pre-record a segment with random callers from another Contesting Period for this promotion which will run on the pre-recorded show day. Any caller who is chosen to participate in a pre-recorded segment will be made aware at the time of calling.
- The Promoter may, on occasion, carry out themed days which can include location specific entry requirements; these are at the promoter's absolute discretion and will be made clear by the on-air announcers.
- The Promoter may at their discretion provide additional clues at certain times throughout the contesting period via but not limited to on air, social media, television and digital other mediums.
- The Promoter may at its discretion take as many calls/entrants as they see fit in each contesting segment.
- The Promoter, at its discretion, may ask people their guesses off air.
- The Promoter at its absolute discretion may publish guesses at any time during the Promotion across any The Hits platform.

**Prize Details:**

- 1 x MG ZS Essence car red (Value \$27,490+ORC).
- Winner must collect the prize vehicle from their preferred MG dealership (see page 5)
- Prize vehicle will be red colour
- The prize includes On Road costs (6 months registration) (Value \$990), but excludes insurance, maintenance or fuel.
- The vehicle includes an MG new vehicle warranty of 5 years/unlimited km's including Roadside Assist. Warranty details can be viewed at: <https://mgmotor.co.nz/owners/warranty/>
- Major Prize winners may be published at [thehits.co.nz](http://thehits.co.nz); audio and any other elements may be used by The Hits at its discretion and in perpetuity.
- The prize money will be transferred to the winner's nominated bank account no later than 3 months after the competition closing date.

**Winner Notification**

Winners will be notified:

- via telephone
- on air at the time of winning

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

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# 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, 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 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. 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 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 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
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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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