

SPECIFIC PROMOTION OR COMPETITION RULES – Cash'n'Car

PROMOTION SUMMARY

The Hits, brought to you by NZME (the "**Promoter**"), and Škoda New Zealand (the "**Promotional Partner**") are giving listeners the chance to play for cash prizes each weekday, and one lucky contestant will win a new Škoda Kodiaq (valued at \$57,500 (the "**Main Prize**").

- By entering the competition, you agree to the following terms and conditions: Specific Promotion or Competition Rules Cash'n'Car; Promoter's Standard Promotion or Competition Rules at Appendix A; and the Promotional Partner's Terms and Conditions at Appendix B (together, the "Group Terms")).
- Personal information will be managed in accordance with NZME's Privacy Policy (found here). The
 Promoter will disclose the Main Prize winner's personal information to the Promotional Partner
 (see their Privacy Policy here).

Promotional Period and Contesting Periods:

- The "Promotional Period" begins Monday 11 August 2025 at 8am and will end at [time] on Friday 5 September 2025.
- The length and timing of the period during on air broadcast when hosts make a call to action and
 invite callers to participate in an on-air game (each a "Contesting Period") will be at the
 discretion of the Promoter.
- The Promoter reserves the right to change the dates of the Promotional Period and each Contesting Period at its discretion.

Prize Details:

- The Main Prize consist of one (1) Kodiaq TSI 110kW 5-seater MRP valued at \$57,500.
- On Road Costs to the value of [TBC] including [TBC].
- Main Prize vehicle colour is Moon White.
- Contestants may also win variable amounts of cash prize money in on-air games during each Contesting Period (see "How to Enter" and "How to Win" for further details below).

How to Enter:

- To enter the competition and be eligible to win a prize, a participant must be:
 - $o\quad$ an eligible participant under the Group Terms;

and

- o 18 years of age or older.
- Listeners will be invited to call 0800 THE HITS when instructed by hosts during a Contesting Period specified on air (a Contesting Period may be around 8am, 12pm and 5pm on weekdays (excluding public holidays) though these are indicative times only and are not guaranteed).

Caller(s) will be selected by the Promoter (at its absolute discretion) to play for a cash prize in an on-air game (the "Car Boot Game").

How to Win:

- Every caller that plays the Car Boot Game will automatically go in the draw to win the Main Prize, regardless of whether they win a cash prize in the Car Boot Game.
- The Promoter will play an audio clip representing a car boot closing. During the clip, dollar amounts will be announced that increase in value.
- If the contestant calls out STOP before the car boot closes on the audio clip, they will win a cash prize of the last value announced before the word STOP (the last value announced is at the Promoter's sole discretion and is final. It is not negotiable and cannot be challenged by the contestant). The contestant will be notified on-air of the cash prize amount they have won. The contestant will also go in the draw to win the Main Prize.
- If the contestant does not call out STOP before the car boot closes on the audio clip, they won't win a cash prize but will remain in the draw for the Main Prize. The outcome is final and not subject to negotiation or challenge.
- Members of the public may also go in the draw to win the Main Prize at in-person pop-up locations during the Promotional Period (arranged by the Promoter in its sole discretion).
- The Main Prize winner will be randomly drawn by the Promoter on Friday 5 September 2025 and notified by phone using the contact details supplied to the Promoter when they entered the draw. The phone call to the Main Prize winner may be broadcast on air (either live or prerecorded) at the Promoter's discretion.

Other terms:

- The winner of the Main Prize must collect the Main Prize from their preferred ŠKODA dealership and meet all driver licensing and registration requirements set by the Promotional Partner (see Appendix B).
- Prize money won in Car Boot Games will be transferred to each winner's nominated bank account no later than three (3) months after the end of the Promotional Period. If a winner does not provide their bank account details within two (2) months of the end of the Promotional Period, their prize will be forfeited.
- The Main Prize Winner's name may be published at thehits.co.nz and/or on audio, and any other elements (e.g Photo) may be used by The Hits at its discretion and in perpetuity.
- The representation of cash shown in any marketing materials for this promotion is not representative of the cash amount available to win in each Car Boot Game.
- The cash prize awarded during each Car Boot Game doesn't have to be a sum that can be physically handed over in banknotes or coins.
- 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.
- iHeartRadio operates with a slight delay compared to terrestrial radio broadcasts and as such listeners should be aware that cues to call over this medium are not heard in real time.
- 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 Promoter be unable to run a particular Contesting Period live, the Promoter may prerecord a segment with random callers from another Contesting Period for this promotion which
 will run at a later time. 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 onair announcers.
- The Promoter may at its discretion provide additional clues at certain times throughout the Promotional Period via media including but not limited to on air, social media, television and digital media.
- The Promoter may at its discretion take as many calls/entrants as it sees fit in each Contesting Period.

Appendix A:

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 and OneRoof Limited.

'Disqualified Participants' are:

- (a) all NZME employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families and flatmates;
- (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.
- 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. Disgualified Participants may not enter in the Promotion.
- 7. NZME reserve the right to exclude any person from participating in the Promotion on reasonable grounds.
- **8.** NZME reserve the right to refuse to award any prize to an entrant who NZME decide (at their discretion) have 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.
- 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 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.
- 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.** The prize will be sent out within 30 working days if not discussed otherwise.
- 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.
 - (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 reserve the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
- 23. NZME take 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. If the Winner does not accept these Terms and Conditions the prize will be forfeited.

APPENDIX B

Please see here for Škoda's (the **Company**) Privacy Policy.

Škoda Kodiaq Giveaway Terms and Conditions

- 1. The Promotional Partner for the Škoda Kodiaq prize is Škoda New Zealand of European Distributors Ltd, 1 Nixon Street, Grey Lynn, Auckland, New Zealand.
- 2. Entry is open to New Zealand residents over the age of 18 currently residing in New Zealand only.
- Škoda Kodiaq TSI in the colour moon white metallic. MRP is \$57,500 +ORC
- 4. The Prize is not transferable or redeemable for cash. The prize cannot be used in combination with any other prize competitions, promotions or discounts.
- 5. Delivery or collection of a vehicle is subject to availability of the vehicle. If a vehicle is collected, the winner is responsible for all costs incurred by them to travel to and from the nearest dealership to collect the vehicle.
- 6. When the Kodiaq is collected, a winner must provide a current valid driver's licence for inspection before the Kodiaq may be driven away from the collection point.
- 7. To be eligible to claim a Kodiaq vehicle prize, the winner must be capable of obtaining motor vehicle registration of the Škoda vehicle in his or her name in accordance with applicable New Zealand legislation.
- 8. If a winner is, through any legal incapacity or otherwise, unable to register a Kodiaq in his or her name then such winner may assign the Kodiaq to another person with legal capacity for the purpose of registration. The Promoter and Promotional Partner take no responsibility for any such arrangements between the winner and the assignee.
- 9. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined, in the Promoter's sole discretion.
- 10. Škoda New Zealand shall not be liable for any loss, damage or injury suffered or sustained (including but not limited to direct or consequential loss or loss arising from negligence) arising directly or indirectly in connection with the prize.

advertised prize for another prize which has approximately the same or greater metail price.				