

SPECIFIC PROMOTION OR COMPETITION RULES – THE HITS GAGA FOR GAGA

PROMOTION SUMMARY

The Hits, brought to you by NZME Radio Limited (**Promoter**), is giving listeners the chance to win a return trip for four to Las Vegas to see Lady Gaga live (**Promotion**). Listen to the Hits for the cue to call during the Breakfast, Day, Drive or Nights shows and be the caller selected for your chance to enter the draw.

HOW TO ENTER

1. The Promotion starts at 6:00am on Monday 1st April 2019 and ends at 3.00pm on Friday 24th May (**Promotional Period**).
2. To enter the Promotion a participant must:
 - a. Be an eligible contestant to play under the Promoter's Standard Terms and Conditions below
 - b. Be available to travel between Monday 28 October – Tuesday 05 November 2019,
 - c. Be 18 Years of age or older (and if they win, their travelling companions must be too).
3. To enter, listen each week day to the Breakfast shows, the Day shows, the Drive show and Night show on The Hits for the Lady Gaga cue to call then call through to the Hits Studio for your chance to be entered in the draw.
4. One eligible contestant that successfully calls through will be randomly selected to enter the draw.
5. There are three travel prizes up for grabs and three draws throughout the Promotional Period .
6. For each of the three draws, the Promoter will randomly select one winner to win the allocated prize. Prize 1 and 2 are different to Prize 3. Please see the full description below for details.
7. The Promoter will attempt to contact the winner a maximum of 2 times, using the contact details provided at the time of entry. The entry and prize will be forfeited after two failed attempts.

PRIZE

- **Prize 1 and 2 includes:**
 - Four return Economy Class flights on Air New Zealand from Auckland to Los Angeles (Monday 28 October – Sunday 03 November 2019, arriving Auckland on Tues 5 November).
 - 4x return connecting economy flights from LAX to Las Vegas
 - 4x tickets to Lady Gaga Enigma Live at the Park MGM on Thursday, October 31st at 8pm
 - Six night's accommodation for four people in 2x twin rooms at Park MGM from 28 October -3 November 2019. Room rate, resort fee and 13.28% tax are included. All

other room charges and incidentals are not included and must be paid for by the winners.

○ \$1000 (NZD) spending money to be paid into the winner's nominated bank account.

- **Prize 3 includes:**

- Four return Economy Class flights on Air New Zealand from Auckland to Los Angeles (Monday 28 October – Saturday 02 November 2019, arriving Auckland on Monday 4 November).
- 4x return connecting economy flights from LAX to Las Vegas
- 4x tickets to Lady Gaga Enigma Live at the Park MGM on Thursday, October 31st at 8pm
- Five night's accommodation for four people in 2x twin rooms at Park MGM from 28 October -2 November 2019. Room rate, resort fee and 13.28% tax are included. All other room charges and incidentals are not included and must be paid for by the winners.
- \$1000 (NZD) spending money to be paid into the winner's nominated bank account.

- The Winner and their travelling companions will be responsible for any expenses not expressly included in the Prize, including, transfers to and from their place of residence to Auckland International Airport, additional expenses such as 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.
 - Confirming the Prize package details will be arranged directly between the Promoter and the winner and are subject to the winner promptly providing to the Promoter all correct information requested.
 - The prize is not transferable or redeemable for cash and is redeemable only for the services outlined above.
 - Once booking confirmed no changes are permitted.
 - All prize travel is subject to Air New Zealand's Conditions of Carriage, to view visit <https://www.airnewzealand.co.nz/conditions-of-carriage>.
 - Prize travel is not eligible to accrue Airpoints Dollars™, Status Points or frequent flyer points under any other carrier's loyalty program.
 - Attendance at the concert is subject to the terms, conditions and restrictions of the concert venue and any other third-party service providers responsible for the concert. The Winner agrees to comply with all terms and conditions and any reasonable instructions given by such third parties.
 - Other conditions may apply and will be advised at the time of booking.
 - The winner and travelling companion will at all times act responsibly so as not to harm the reputation of the Promoter while taking up the Prize. This includes observing standards of social responsibly while consuming alcohol.
 - Neither the Promoter, Air New Zealand nor any other person or party associated with this Promotion shall be liable for any loss or damage whatsoever suffered (including but not
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limited to indirect or consequential loss) or personal injury suffered or sustained in connection with either participation in this Promotion or with any prizes offered.

- You are responsible for obtaining all required travel documents and visas and for complying with all country entry/transit requirements.
- If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- The prize includes GST and taxes included in the price of the airline tickets. Unless otherwise stated, the prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, or any other costs of a personal nature.
- Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. There can be no changes made to travel arrangements once tickets are issued.
- If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

OTHER TERMS

1. Contestants will be required to participate on-air. If the Promoter believes, in the Promoters absolute discretion, that the contestant may use offensive or inappropriate behaviour or language, or the contestant does anything that may damage the reputation of the Promoter, the Promoter may disqualify the contestant from the Promotion and any Prize awarded by the Promoter will be forfeit.
 2. These terms and conditions, including the entry mechanism, Promotional Period and Prize, may be amended at any time. The Promoter reserves the right to terminate or extend the Promotion at any time.
 3. The Promoter will not be liable to any person in any way in relation to this Promotion including, without limitation, any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss), death or personal injury howsoever suffered or sustained, the cancellation or postponement for any reason of the Prize and the quality of goods or services supplied by any third party, except for any liability that cannot be excluded by law.
 4. Any attempt to resell or auction all or any part of this Prize will result in an immediate cancellation of the Prize.
 5. The Promoter will collect and use, for the purposes of the Promotion, personal information from you (for example your email address and other contact details). Such personal information may be shared with other service providers for the purposes of providing the Prize. You have the right to request access to and correction of your personal information (where such information is readily retrievable by contacting the Promoter).
 6. Participants grant the Promoter permission to use their name, photograph, voice and film recordings in which they appear, in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use. This includes the right to use on the Promoter's websites, Facebook pages, on air and other publications of the Promoter.
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7. Please contact info@thehits.co.nz with any queries.
8. The Promoters' decisions on all entry and Promotion matters are final and no correspondence will be entered into.
9. By entering the competition, you have agreed to accept these specific terms and conditions, our standard competition terms, our website terms of access and privacy policy.

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. Disqualified 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)
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- 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.
 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 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
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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 reserve the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
 22. 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.
 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
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Acceptance

25. 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.
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