

# SPECIFIC PROMOTION RULES –

#### PROMOTION SUMMARY

The Hits, brought to you by NZME Radio Limited (Promoter)

### 1. INTRODUCTION

- KidsCanBall 2025 is run by KidsCan Charitable Trust (KidsCan), a registered charity (CC10386) Under the Charities Act 2005.
- KidsCanBall 2025 is a fundraising event that challenges students in schools across NZ to play as much handball as they can throughout October 2025 to raise money for KidsCan.
- All funds raised by KidsCanBall 2025 will be donated to KidsCan
- By registering to participate in KidsCanBall 2025, you confirm that you accept and agree to these terms and conditions.

#### 2. KIDSCANBALL EVENT

- 8am on the 30<sup>th</sup> of October til 8am 31<sup>st</sup> October, Jono, Ben & Megan from The Hits Breakfast alongside Jordan Watson (HowToDad) will be playing handball for 24hours at Eden Park
- There may be times where they take turns but one of them will be playing at all times.

### 3. DONATING

- There are 3 ways you an help us with KidsCanBall
- 1. Make a donation of your choice at kidscanball.org.nz
- 2. Sign up at kidscanball.org.nz and fundraise for with us
- 3. Text KIDS to 933 to make an Instant \$3 donation (*Disclaimer: Each text, regardless of content, sent to 933 will automatically charge your mobile account \$3. Please ask the bill payer or mobile account holder. Texts are not included in any text bundle agreement.*)

For more information, please see the KidsCan Privacy Policy, which is available at https://www.kidscan.org.nz

### **OTHER TERMS**

- 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.
- 2. 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.
- 3. 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).

- 4. You have the right to request access to and correction of your personal information (where such information is readily retrievable by contacting the Promoter).
- 5. 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.
- 6. Please contact info@thehits.co.nz with any queries.
- 7. The Promoters' decisions on all entry and Promotion matters are final and no correspondence will be entered into.

# 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.

# **NZME** Responsibility

- 1. NZME reserve the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
- 2. 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.
- 3. 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.
- 4. 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