

## NZME GENERAL CONDITIONS OF ENTRY AND COMPETITION RULES

### Flava & Red Rat

### PROMOTION TERMS & CONDITIONS

PROMOTION SUMMARY – Flava and Red Rat are giving listeners the chance to win \$1,000 to spend at Red Rat by registering at flava.co.nz. Flava will draw a winner on Friday the 16<sup>th</sup> of June after 6am.

HOW TO ENTER – Listeners will register their details at flava.co.nz. Winners will be drawn at random on the 16<sup>th</sup> of June 2017 after 6am

#### Standard terms

1. The Promoter is NZME. (**NZME**), 2 Graham Street Auckland
2. Entry into the promotion is deemed acceptance of these Conditions of Entry and Competition Rules (**Conditions**). NZME reserves the right to exclude any person from the promotion on the grounds of criminal record or for medical reasons.
3. These Conditions including any special conditions in the Schedule (defined below) apply to all promotions run by NZME FLAVA (a Station of NZME) will conduct the promotion. NZME reserves the right to add and/or remove participating stations to and from the promotion at any time.
4. NZME reserves the right to suspend, modify, terminate or cancel a promotion at any time. These Conditions may be amended from time to time by NZME without notice.

#### Liability

5. To the extent permitted by law, NZME, its related companies, agencies, affiliates, sponsors or representatives (**Protected Parties**) will not be liable for, and the winner indemnifies them against, any claims, liability, loss or damage arising out of, or in connection with any promotion conducted by NZME. Entrants agree that this clause is for the benefit of and enforceable by any of the Protected Parties for the purposes of the Contracts Act 1982.
6. Nothing in these Conditions is intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act 1993. These conditions must be read subject to those statutory provisions and will not affect any statutory rights that a prize-winner may have in relation to the return of goods.
7. If entry to this promotion is being made on-line (eg) via www.flava.co.nz, by completing an entry, in addition, the entrant agrees to be bound by the website general Terms and Conditions of Use. In the event of conflict between these Conditions and the website General Terms and Conditions of Use, these Conditions will prevail.

#### Special conditions

8. Specific terms and special restrictions or qualifications may apply to particular promotions, in which case a Schedule to these Conditions (**Schedule**) will be provided. The Schedule will be posted on www.zmonline.com or available from the Promoter's reception. **The winner's signature in acceptance of any Schedule will be sought before receipt of a prize.**

### **General prize information**

9. NZME reserves the right to refuse awarding any prize to a person who is determined, in NZME's sole discretion, to have breached a term of these Conditions, tampered with the entry or claim process, gained unfair advantage in participating in the promotion or obtained a winner status using fraudulent means. The Promoter reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Conditions. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of those rights.
10. No purchase is necessary to win or participate in the promotion, unless specified in the Schedule.
11. Winners under the age of 18 must be accompanied by a parent / legal guardian when the prize is awarded. A photo identification of the winner will be required – passport/birth certificate, drivers licence or student card. Where alcohol is a prize, the prize will be awarded to the winner's parent / legal guardian instead and the winner will not have any entitlement to the prize. In the absence of a parent/legal guardian or in the case of a difficulty in locating such a person within a reasonable time, the Promoter reserves the right to forfeit the prize and award it to an alternative winner pursuant to these Conditions. The parent or legal guardian accepting the prize will be required to sign acceptance of these Conditions and any Schedule.
12. The prize(s) are not redeemable for cash, exchangeable or transferable.
13. If the specified prize is unavailable due to unforeseen circumstances NZME may substitute another prize of similar or equal value.
14. Winner(s) will be determined by a random draw from all valid entries received during the promotion period (unless otherwise specified in the Schedule). If the winner is determined by a judge/judges, then the judge's decision will be final and no correspondence will be entered into. Winner(s) will be notified by FLAVA by phone and or mail using the details submitted by the entrant upon entry into the promotion. **If the winner is not able to be contacted as stipulated in the Schedule following the first contact attempt, the Promoter, in its sole discretion, may draw an alternative winner without any liability to any person on the same terms and conditions as the original prize draw or selection. No compensation will be given to a winner who cannot be contacted as mentioned above.**
15. Some promotions on this website are only open to certain regions. Please ensure you have the correct region where you live selected on the top right hand corner of the home page, [www.nzme.co.nz](http://www.nzme.co.nz).
16. Multiple entries are acceptable but each must be made as a separate entry.

### **Personal details**

17. By accepting the prize, all winners grant NZME exclusive permission to use their names, characters, photographs, voices and likeness in connection with the promotion and waive any claims to compensation for such use.
18. By entering a promotion, you confirm that the details you are entering are **your own details**, and are true and correct at the time of entry.
19. By entering a promotion, all entrants agree to make themselves available for a photo session if required by NZME and acknowledge NZME has the right to use these publicity photos in any reasonable manner.

All entrants consent to their personal information being collected and stored by NZME for the purposes of this promotion. The Promoter may disclose the entrants' personal

information to its contractors and agents to assist in conducting the promotion or communicating with entrants and, as required, to New Zealand regulatory authorities. Entrants should direct any request to opt out, access, update or correct their personal information to the Promoter through <http://www.nzme.co.nz/>. The Promoter's privacy policy can be viewed at <http://www.nzme.co.nz/connect/terms-and-conditions>. All entries will be the property of the Promoter.

### **Prize pick up**

20. Prizes valued under RRP of \$50 (as at the time of the draw) may be mailed at the option of NZME; all other prizes must be claimed in person by the winner from a place designated by the Promoter, unless otherwise specified. A photo identification will be required (examples are driver's licence / passport / student card with photo). In extraordinary situations, with the prior permission of NZME, a winner may nominate a representative to collect a prize. Written authorisation and ID for both winner and their representative will be required.
21. Any prize being collected by the winner must be picked up within 90 days of winning. NZME will not notify the winners of time remaining – it is the sole responsibility of the winner to claim their prize within the 90 day timeframe. All unclaimed prizes will be forfeited.
22. In the event a winner chooses not to accept a prize, they will forfeit any claims to the prize, which can then be awarded to a runner-up or an alternative winner from the prize redraw (as may be the case) at the discretion of NZME.
23. NZME is at liberty to dispose of an unclaimed prize at the end of 90 days.
24. Entrants should allow two weeks for the delivery of prizes.

### **Ineligibility**

25. Employees (and their immediate families) of NZME and its related entities and affiliates, participating sponsors and their advertising agencies in New Zealand, and the employees of radio stations other than those owned or controlled by NZME, are not eligible to participate and win. The term "immediate families" include spouses, grandparents, parents, children, and grandchildren whether by marriage, past marriages, civil union, remarriage, adoption, co-habitation or other family extension.

### **Technical Inability to Complete**

26. TRN disclaims any responsibility for the inability to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnection, acts of God or otherwise. Entrants are restricted to the use of standard telephone, mobile phone and/or computer equipment.
27. If in the course of the promotion, prior to confirming the winner's identification and address, the phone line drops out or becomes disconnected for any reason, NZME is not responsible for awarding such prize to that caller and the opportunity to win and will go on to the next available caller.
28. If there is a dispute arising out of use of telephone lines, websites, texts or email or any other form of technology during a competition, the decision of NZME is final and no correspondence will be entered into.

