

Win The Ultimate Mate Check In Hauraki Express Fishing Charter, thanks to Speights and Movember.

SPECIFIC RULES

PROMOTION SUMMARY – Win The Ultimate Mate Check In, Hauraki Express Fishing Charter, thanks to Speights and Movember.

Radio Hauraki, brought to you by NZME (together the “**Promoter**”), together with Speights and Movember, (“**Sponsors**”) are giving you and a mate the chance to win flights, accommodation and an experience of a lifetime on the Hauraki Express Fishing Charter with Matt Heath and G-Lane. At 8am every Friday, on the 6th, 13th, 20th and 27th of November, within 60 minutes, simply tag a mate on Radio Hauraki’s Facebook page to go in the draw; if you go to air with Matt and Jeremy you score the prize (“**Promotion**”). The Hauraki Express Fishing Charter will take place on Saturday 13th February 2021 in Auckland.

How to Enter

1. The Promotion starts at 6am on Monday 2nd November, 2020 and ends at 12pm on Thursday 26th November, 2020 (“**Promotion Period**”).
2. To be eligible for the Promotion participants must:
 - a) be 18 years of age or older at the time of entry (all people travelling need to be 18 years or older);
 - b) be eligible under the Standard Promotion or Competition Rules below;
 - c) be residents of New Zealand
3. To enter, participants are required to tag a mate on the Radio Hauraki Facebook post at 8am, within 60 minutes, if they go to air with Matt and Jeremy they have won.
4. Participants may enter the Promotion only **once** during the Promotion Period. All duplicate entries will be void.
5. The Promoter may disqualify from the Promotion any entries that contain offensive or inappropriate language, or that may damage the reputation of the Promoter, as determined by the Promoter in the Promoter’s absolute discretion.

Prize

The prize package (the “**Prize**”) is a trip for you and one (1) friend to Auckland and includes:

- Return domestic economy airfares for two (2) adults from Wellington or Christchurch. Flight details and specific dates will be confirmed by the Promoter at a later date;
- Two (2) nights’ hotel accommodation for two (2) adults in Auckland (in a King, Queen or Twin room (as available)). The hotel will be selected at NZME’s sole discretion. Accommodation details will be confirmed by the Promoter at a later date;
- Hauraki Express Fishing Charter experience for two (2) people.

Prize and Travel Criteria

1. The Promoter is not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner and their travel companion.
2. The Prize winner and their travel companion are responsible for making their own way (at their own expense) to the applicable New Zealand airport for departure.
3. If a Prize winner and/or their travel companion lives outside of Auckland, Wellington or Christchurch connection flights will need to be arranged by the Prize winner/travel companion (at their sole expense) to ensure they are able to make the departing flight.
4. Travel insurance is not provided and the Promoter recommends that the Prize winner and travel companion obtain any comprehensive travel insurance that may be required for their regional visit.
5. The travel component of the Prize is not eligible for any frequent flyer (including Airpoints Dollars) accrual, upgrades, companion redemption or credit of tier status.
6. Once Prize bookings are confirmed no changes are permitted.
7. The Prize is non-transferable, exchangeable or redeemable for cash.
8. Where the Prize winner and travel companion are unavailable or unable to travel on the dates set out above, no alternative prize or travel dates will be offered and Prize will be forfeited. The Promoter reserves the right to select an alternate winner.
9. Other conditions may apply and will be advised at the time of booking (i.e. conditions imposed by the airline or accommodation provider).
10. The Prize winner and travel companion will be responsible for any costs and expenses not expressly included in the Prize, including, transfers to and from their place of residence in New Zealand, spending money, food, alcoholic beverages, additional transport, laundry charges, additional activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the Prize), gratuities, services charges, travel insurance and all other ancillary costs associated with redeeming the Prize.
11. 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.
12. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated.
13. The Prize winner and travel companion will at all times act responsibly so as not to harm the reputation of the Promoter or NW while taking up the Prize.

Winning the Prize

1. Over the month of November, Monday 2nd November to Thursday 26th November the Hauraki Breakfast crew will promote the chance to travel to Auckland, to check in on the Hauraki Express Charter with one (1) mate with the company of Matt Heath and G-Lane.
 2. Listeners will need to listen out on the morning of Thursday 26th November, Matt and Jerry will call one of the entrants, if they get to air, they score the prize.
 3. To claim the Prize, the winners must provide the Promoter with their email address, mobile phone number, and confirmation of their eligibility i.e. copy of their New Zealand driver's licence, passport or HANZ (R18 Card), via email to lauren.simpkins@nzme.co.nz. If this information is not provided within two (2) days of the end of the Promotion Period, the Prize winner will forfeit their Prize and the Promoter may select another winner.
 4. The Prize package details will be arranged directly between the winners and the Promoter. Provision of the Prize is subject to the winner promptly providing the Promoter with all correct information requested.
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5. The winners and their travel companions consent to the Promoter sharing their personal information with the Sponsors and all other travel service providers for the purpose of delivering the Prize.
6. Where the winner and their travel companions are unable to travel, no alternative prize or travel dates will be offered and the Prize will be forfeited. The Promoter reserves the right to select another Prize winner.
7. The Promoter takes no responsibility for any failure or delay in delivering the Prize but will provide all reasonable assistance in cases where the Prize is not received by the Prize winner.
8. Neither the Promoter nor any other person or party associated with this Promotion will 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) due to any changes to the activity schedule for any reason (including changes to the date, time or location), any 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 (in which case that liability is limited to the minimum allowable by law).

Other

1. These terms and conditions may be amended and the Promotion terminated at any time by the Promoter.
2. The Promoter's decisions on all entry and Promotion matters are final and no correspondence will be entered into.
3. By accepting the Prize, winners and their travel companions grant the Promoter permission to collect and 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. Any personal information provided to the Promoter, and passed to the Sponsors, will be collected, held and used in accordance with the respective privacy policies.
4. Without limiting the above, winners and their travel companions agree to participate in all promotional activity (such as publicity and photography) in connection with the Promotion and/ or the winning of the Prize (as reasonably requested by the Promoter), free of charge, and agree to sign any additional documents reasonably required by the Promoter to give effect to this condition. Subject to law, the winner and their travel companions must consent to the promoter using their names, likeness, images and/or voices (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), or undertaking the Prize.
5. Participants have the right to request access to and correction of their personal information (where such information is readily retrievable) by contacting the Promoter.
6. Entry into this Promotion is deemed to be acceptance of these Specific Rules and the Standard Promotion or Competition Rules set out below.
7. Please contact lauren.simpkins@nzme.co.nz with any queries.

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.
 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:
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- 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 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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