

## Win a Pacific Island Adventure in Niue

NZME (the 'Promoter') is offering listeners to Newstalk ZB and Kerre Woodham Mornings (Mon-Fri 9am-12pm), the opportunity to win a trip for two to Niue.

The competition opens at 9am 20<sup>th</sup> May 2024 and closes at 11am on 24<sup>th</sup> May 2024 (the 'Promotion Period').

Winner will be drawn and called on air between 11am and 12pm on Friday 24<sup>th</sup> May 2024 during *Kerre Woodham Mornings* on Newstalk ZB.

### How to Enter:

Each day (Monday 20<sup>th</sup> May to Thursday 23<sup>rd</sup> May 2024) during Kerre Woodham Mornings (weekdays 9am-12pm on Newstalk ZB excl. Wltn & Chch), the host will ask a question related to Niue Island. The first caller through on 0800 801080 with the correct answer will win \$500 NZ cash. All other listeners will be directed to register their details on the competition page at [newstalkzb.co.nz/adventure](http://newstalkzb.co.nz/adventure) and submit that days' answer. All correct entries will qualify for the grand prize which will be drawn on Friday 24<sup>th</sup> May 2024.

You must include all the details requested for a valid entry.

Only one (1) online entry per person per day will be permitted.

### Daily Prize (20<sup>th</sup> to 23<sup>rd</sup> May 2024)

\$500 (NZ) cash to the first caller with the correct answer.

### The Grand Prize consists of

- Two return economy class 'The works' flights from Auckland to Niue (flying Air New Zealand).
- Seven-nights' accommodation for two in a deluxe room at the Scenic Matavai Resort, Niue, including daily breakfast for two, arrival drink and local food platter on arrival.
- One-days' fishing charter (weather permitting) for two on, and in the waters surrounding the island of Niue with an operator selected by Niue Tourism.
- Seven-day vehicle rental (excluding fuel).
- One island tour for two (operator to be advised).
- One land-based tour for two (operator to be advised).

### Winning the Prize

The prize winner will be randomly drawn by the Promoter at the end of the promotional period (from all qualified on-line entries) and will be notified by an on-air call between 11am and 12pm on Friday 24<sup>th</sup> May 2024.

If during the on-air call the Promoter believes, in the Promoter's absolute discretion, that the entrant may use offensive or inappropriate behaviour or language or does anything that may damage the reputation of the Promoter and/or Niue Island, the Promoter may disqualify the entrant from the Promotion and any Prize awarded by the Promoter will be forfeited. Winner must be over the age of 18 to take up the Prize.

### Prize And Travel Criteria

Entry in the Promotion is deemed acceptance of these Conditions of Entry and Competition Rules. NZME reserves the right to exclude any person from the contest on the grounds of criminal record.

Entry in the Promotion is open to residents of New Zealand aged 18 years and over.

Winner must provide full name and passport details of both travellers by 5pm Friday 7<sup>th</sup> June 2024.

If Winner and Companion are from outside the greater Auckland region, transport to and from this airport location will be at the expense of the traveler/s.

All of the above will take place at a date agreed upon by the promoter and winner between 26 October 2024 and 19 April 2025, excluding the period of 8 December 2024 - 8 January 2025 and subject to availability and closeout periods. Travel during New Zealand Public or School Holidays, or large events, is not permitted. Flights must be booked before 31 July 2024 and will be subject to booking and flight availability.

The Prize package excludes insurance, visas, current passports, any meals or beverages, unless otherwise stated. Travel Insurance is not included in the Prize package. It is highly recommended the Winner and Companion purchases their own travel insurance and consider including cover for damage to, or excess on, hire vehicles. It is the responsibility of the Prize Winner and Companion to arrange a current passport and ensure it holds appropriate travel documentation.

Additional travel expenses, including but not limited to additional meals, excursions, pre or post 'prize' accommodation, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Winner and their guest must take all elements of the prize at the same time. Any element of the Prize package not taken will be deemed to be forfeited.

All prize travel will be subject to Air New Zealand's Conditions of Carriage, to view visit [www.airnz.co.nz](http://www.airnz.co.nz). Prize travel will not be eligible to accrue Airpoints Dollars™ or Status Points and cannot be used in conjunction with Air New Zealand's Airpoints™ Programme or any other carriers' frequent flyer schemes. Any airport and government costs are at the traveller's expense. Prize is not transferable or redeemable for cash and is available on Air New Zealand services only. Employees of Air New Zealand and their immediate family are not eligible for entry. The Promoter reserves the right to substitute the prize in whole (or any of its components), with a substitute prize of equal or greater value. Neither the Promoter nor any other person or party associated with this promotion shall be liable for any loss or damage whatsoever suffered (including but not 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.

Entrants must not have any criminal convictions nor anything else that may restrict them from entering Niue Island. Tourism Niue will not be responsible for any issues whatsoever related to entry into Niue and disclaims all liability and responsibility for any issues, costs or expenses associated therewith.

Accommodation is based on two people sharing a room on a twin share or double basis. The Winner and Companion must travel together in both directions.

The Prize package is not transferable or exchangeable and cannot be taken as cash. Any unused portion of the Prize package is non-transferable, non-refundable and non-redeemable for other goods or services and cannot be taken as cash.

No portion of the Prize or the Prize in its entirety can be sold by any means.

The Promoter accepts no responsibility for any tax implications that may arise from winning the Prize package. Independent financial advice should be sought.

The Prize package is subject to any prevailing terms and conditions of the participating accommodation/transport/services/ transfer or tour providers (as applicable), and in particular, health, behaviour, age and safety requirements. No compensation will be payable if the Winner, or their Companion, are unable to use any element of the Prize package as stated for whatever reason, including participation in certain activities for health, age, behaviour, or safety reasons.

Flight bookings, hotel accommodation, touring and transfers will be coordinated by Niue Tourism. Accommodation and travel is subject to booking, accommodation and flight availability.

In the event the Winner requests a package of greater value than that specified (e.g. requests an extended length of stay), the Winner shall pay the difference in value and no claim for the difference shall be made against Tourism Niue. Tourism Niue shall not be under any obligation to meet such a request.

In the event that any element of the Prize package becomes unavailable for any reason beyond Niue Tourism's control, the Prize may be substituted for a prize a component of equal or greater value at the discretion of Niue Tourism. The Promotor and Niue Tourism will not be liable to the Winner for any cancellation, changes or unavailability of the Prize.

It is the sole responsibility of the Winner and travel companions to ensure that they have valid travel documents, any necessary health or other insurance, and that they are fit to fly and have no medical conditions which could adversely affect them at any time during the use and enjoyment of the Prize.

Compliance with any health or other government requirements is the responsibility of the Winner. It is the responsibility of the Winner to enquire about local issues and conditions at destinations before travel. Niue Tourism makes no representation as to the safety, conditions or other issues that may exist at any destination.

The laws of New Zealand apply to the terms and conditions.

Entry into the Competition is deemed as acceptance of these terms & conditions.

The Promoter is NZME, 2 Graham Street, Auckland in association with Niue Tourism, Alofi, Niue.

## Standard NZME Promotion Rules

### Definitions

'NZME' means all companies in the NZME Group including but not limited to NZME Holdings Limited, NZME Publishing Limited, NZME Radio Limited and all brands and operating companies controlled by or associated with those entities.

The '**Promoter**' is NZME.

'**Disqualified Participants**' are:

- a. (a) all NZME employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families.
- b. (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. (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 the NZME Privacy policy unless otherwise directed by contestants at the time of entry.
11. You consent to NZME sharing the personal information you have provided upon entry into this competition with third parties as required in order to provide the prize to you.
12. 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.
  1. 13. 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.
    1. b) Any form of automated text message is invalid.
      - a. 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
      - b. d) NZME takes no responsibility for text costs incurred after the Promotion has closed as stipulated in the Specific Rules.

### **Winning the Prize**

14. Only the person who originally entered the Promotion can be awarded the prize (the ‘Winner’).
15. 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’).
16. The Judge’s determination of the Winner will be final, and no correspondence will be entered into.
17. 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 (e.g. 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.)
18. 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.

**19.** Where the Winner is required to claim the prize in person, they must provide proper identification (e.g. 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.

**20.** 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.

1. **21.** Where the Prize includes air travel and/or accommodation, either international or domestic (the '**Travel Prize**'): (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).

1. (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.

(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.

(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.

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### **NZME Responsibility**

**22.** NZME reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.

**23.** 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 short code, 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.

**27.** If the Winner does not accept these Terms and Conditions the prize will be forfeited.