

SPECIFIC TERMS AND CONDITIONS – JONO AND BEN'S 5 WORDS FOR \$5K

PROMOTIONAL PERIOD:

The Promotion opens 6am on Monday 24th January and closes at 9am on Friday 16th December 2022 (the 'Promotional Period').

HOW TO ENTER:

1. To enter the Promotion, participants must:
 - a. Be 18 years or older;
 - b. Be eligible to win under the Standard Promotion or Competition Rules below.
2. Call 0800 THE HITS (0800 843 448) when invited by the hosts Jono & Ben to do so.
3. Callers will be selected at random by the Promoter to play the game (at the Promoter's absolute discretion).
4. The successful caller will go to air.
5. Participants who call through and go to air may only enter the Promotion once during the Promotion Period.
6. At various times during the Promotion Period the Promoter at its absolute discretion may open alternative forms of entry. This may include but is not limited to online entries via The Hits website (www.thehits.co.nz) and/or its social media pages, at live events, via the Promoter's representatives and street team, or via SMS text. The Promoter will specify the specific mechanic and rules for entry and selection either online, on air, in person (for street team activities), or via social media (as applicable).
7. In order to win the Prize, participants who enter by phone will be required to participate on-air. If the Promoter believes, in the Promoter's absolute discretion, that the participant may use offensive or inappropriate behaviour or language, or that they may damage the reputation of the Promoter, as determined by the Promoter in the Promoter's absolute discretion, the Promoter may disqualify the participant from the Promotion and any Prize awarded by the Promoter will be forfeit.

PRIZE:

1. NZD\$5,000 which will be transferred to the winners nominated bank account (the "Prize").
2. The Promoter reserves the right to award discretionary "bonus prizes" for a selected contesting segment. Bonus prizes apply to one particular contesting segment only and are awarded in the Promoter's absolute discretion. Bonus prizes may include but are not limited to event tickets, vouchers, physical product. The Promoter reserves the right to award consolation or random prizes to entrants at any point throughout the Promotion, in its absolute discretion.

WINNING THE PRIZE:

1. The successful caller will be allocated a host (e.g. Jono or Ben) or may be asked to select which host to play the game with by the Promoter.
2. The game is played as follows: the participant will be given 5 random words by the Promoter and will be asked to respond on air with the first word they think of as 'word

association' for each of the 5 words provided by the Promoter. E.g. Promoter states 'colour', entrant responds with 'blue'.

3. The chosen host will then be asked to respond to the same 5 words. If the 5 responses given by the host match those of the participant, the participant will win the Prize. If one or more of the words do not match the participant will not win the Prize.

4. For the avoidance of doubt the host and participant will not be able to hear each others' answers.

5. Participants are only allowed to give one response per word on air. Responses submitted in any other way will be deemed invalid, as determined by the Promoter in the Promoter's absolute discretion.

6. At any time during contesting the host(s) may give the entrant additional challenges. Examples including, but not limited to: a bonus round/double or nothing.

7. Promotion rules will be stipulated on air by the Promoter, in its absolute discretion.

8. The Promoter's decision is final and no correspondence will be entered into.

9. The Promoter reserves the right in its absolute discretion to refrain from broadcasting any call.

10. All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard.

11. 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.

OTHER:

1. Because iHeart Radio is delayed broadcast content, listeners who stream content, or listen via a podcast, will hear a delayed cue to call.
 2. These terms and conditions may be amended and the Promotion terminated at any time by
 3. the Promoter.
 4. The Promoters' decisions on all entry and Promotion matters are final and no correspondence will be entered into.
 5. The Prize winner will be notified on air at the time of winning, or via telephone.
 6. The Prize winners are responsible for providing their correct contact details and bank account
 7. details to receive payment.
 8. The Prize winners will receive the Prize as a bank transfer to a bank account they have nominated and provided to the Promoter. Provided the winner has confirmed their bank account for delivery, the Promoter will send the Prize to the Prize winner's nominated bank account within FIFTEEN (15) working days of the end of the Promotion Period.
 9. 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.
 10. The Prize will be forfeited if the Prize winner fails to provide their contact or bank account details or validly claim the Prize within 5 days from the end of the Promotion Period.
 11. The Prize is not negotiable and may only be claimed by the Prize Winner.
 12. 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.
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13. This includes the right to use on the Promoter's websites, Facebook pages, on air and other publications of the Promoter.
14. The Promoter will also collect and use, for the purpose of the Promotion, your personal information. Any personal information provided to the Promoter will be collected, held and used in accordance with NZME's privacy policy: https://www.nzme.co.nz/media/1699/nzmeprivacy-policy_november2020.pdf
15. You have the right to request access to and correction of your personal information (where such information is readily retrievable) by contacting the Promoter.
16. The Promotion is subject to these Specific terms and conditions and the Standard Promotion or Competition Rules below.
17. Entry into this Promotion is deemed to be acceptance of these terms and conditions, our website terms of use and privacy policy.
18. Please contact info@thehits.co.nz with any queries.

STANDARD PROMOTION OR COMPETITION RULES

Definitions

'NZME' means all companies in the NZME Group including but not limited to APN Holdings NZ 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
- (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.
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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:
 - 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
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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
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- 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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