

SPECIFIC TERMS AND CONDITIONS – ZM MILLION DOLLAR SUMMER

PROMOTION SUMMARY

- 1) ZM and NZME Radio Limited (the “**Promoter**”), together with Oddson Promotions (the “**Insurance Broker**”), are giving listeners the chance to dig for cash this summer (the “**Promotion**”).
- 2) The Promotion starts at 06:00 on Wednesday 17 December 2025 and finishes at 17:00 on Wednesday 4 February 2026 (the “**Promotion Period**”).
- 3) The Promotion is open to all NZ residents aged 18 years or over.

HOW TO ENTER AND ELIGIBILITY

- 4) To be eligible to participate in the Promotion and win a prize, participants must be:
 - a) NZ resident aged 18 years or over; and
 - b) eligible under these Specific Terms and the Standard Promotion or Competition Rules below.
- 5) Participants can enter the draw (for a chance to take part in the ‘qualifying round beach dig’) on air or online as follows.
- 6) **By Phone (On air):**
 - a) The Promoter will broadcast an audio clip (the “**Activator**”) and invite listeners to call in during the time period specified by the announcers (“**Phone Entry Period**”).
 - b) Participants must call 0800 DIAL ZM during the Phone Entry Period. If they get through, the announcer will then confirm that they have been entered in the draw .
- 7) **Entry via Social Media (Online):**
 - a) The Promoter may also invite listeners to enter the draw through official ZM social media channels, as directed during the Promotion Period.
 - b) ZM social media entries must comply with all instructions provided by the Promoter, including being submitted within the specified timeframe.

WINNING THE PRIZE

- 8) The Promoter will randomly select five finalists from the draw during the week commencing 26 January 2026.
- 9) The finalists will be notified by phone on the number they provided at the time of entry.
- 10) If the Promoter cannot contact a finalist (after 2 attempts), the entry will be forfeited and the Promoter may select another finalist.
- 11) The Promoter reserves the right to vary the number of finalists at any time without prior notice.

- 12) The Promoter reserves the right, in its sole discretion, to disqualify any finalist at any stage of the Promotion for failing to comply with these Specific Terms or any instructions provided by the Promoter during the Promotion. The Promoter may also disqualify a finalist for any other reasonable reason, including but not limited to inappropriate, offensive, or disruptive behaviour.
- 13) The five finalists will be required to attend a designated beach location on 4 February 2026 to participate in the qualifying round. Reasonable travel expenses (transport only) for finalists will be reimbursed by the Promoter upon presentation of valid receipts.
- 14) The finalists will compete in a qualifying round in accordance with all instructions provided by the Promoter. In this round, the finalists will dig for a buried coloured ball. The person who finds the correct ball will become the sole finalist. The remaining finalists will not receive any prize or compensation.
- 15) The sole finalist will then partake in the final round. The finalist must dig up as many official envelopes as possible in five minutes from the designated area. From the envelopes dug up, the finalist must then select only one envelope to open and reveal the prize contained inside the envelope.
- 16) The prize will either be **NZ\$10,000** or **NZ\$1,000,000**, as stated in the envelope.
- 17) The prize delivery will be arranged directly between the winner and the Promoter and is subject to the winner promptly providing NZME with all information requested.
- 18) In the event that the prize winner selects the NZ \$1,000,000 envelope, the prize winner may be required by the Promoter and / or Insurance Broker to complete certain verification steps prior to receiving the prize. These steps may include, but are not limited to, providing a sworn (or affirmed) affidavit and undergoing a polygraphic examination (to be paid for by the Insurance Broker). The prize winner acknowledges and agrees that payment of the NZ \$1,000,000 may be delayed if any dispute arises between the Promoter and the Insurance Broker, and that such dispute must be resolved before the prize is paid. The prize winner further agrees that they will not initiate or pursue any legal action against the Promoter or the Insurance Broker while such dispute remains unresolved.

19) PRIZE DETAILS

- 20) There will be one prize winner for the Promotion.
- 21) The prize available will be either:
 - NZ\$10,000 (ten thousand dollars): or
 - NZ\$1,000,000 (one million dollars),as determined by the outcome of the final round described in these Specific Terms.
- 22) The Promoter's determination of the prize winner is final and no correspondence will be entered into.
- 23) The prize is as-stated, non-negotiable and non-transferable.

OTHER

- 24) The prize winner is responsible for providing their correct contact and delivery details to receive their prize.
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- 25) 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 within a reasonable timeframe.
- 26) 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.
- 27) These Specific Terms (including the Promotion Period) may be amended and the Promotion terminated at any time by the Promoter.
- 28) The Promoter's decisions on all entry and promotion matters are final, and no correspondence will be entered into.
- 29) Entry into this Promotion is deemed to be acceptance of these Specific Terms, and the Standard Promotion or Competition Rules below .
- 30) Participants grant NZME 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 NZME's websites, Facebook pages, on air and other publications of NZME.
- 31) The Promoter and the Insurance Broker will collect and use, for the purposes of the Promotion, personal information from you (for example your email address and other contact details). Participants consent to the Promoter sharing their personal information with the Insurance Broker for the purposes of the Promotion.
- 32) Any personal information provided to the Promoter and/ or Insurance Broker will be collected, held and used in accordance with the respective privacy policies of each:
- 33) [Promoter's privacy policy](#); and
- 34) Insurance Broker's [privacy policy](#)
- 35) You have the right to request access to and correction of your personal information (where such information is readily retrievable) by contacting the Promoter (zm@zmonline.co.nz)
- 36) The Promotion is subject to these Specific Terms and the Standard Promotion or Competition Rules below.
- 37) By entering into this Promotion you have agreed to accept these terms and conditions, the Promoter's website terms of access and privacy policy.
- 38) Please contact zm@zmonline.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, 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.
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. 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.
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;
 - 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

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 (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.)
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 (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.
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.
21. 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

- 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 shortcode, 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.
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