

SPECIFIC TERMS AND CONDITIONS – ZM’s Hayley Loves Hong Kong

PROMOTION SUMMARY

- 1) ZM, brought to you by NZME Radio (the “**Promoter**”) and Discover Hong Kong (together with Ovolo Hotels and Cathay Pacific, together the “**Sponsors**”) are giving listeners the chance to win a trip to Hong Kong, with ZM’s “Hayley Loves Hong Kong” campaign (the “**Promotion**”).
- 2) The Promotion starts at 6am on Monday 18th November, 2024 and finishes at 4pm on Thursday 28th November 2024 (the “**Promotion Period**”).

HOW TO ENTER AND ELIGIBILITY

- 3) To be eligible to enter the Promotion and to receive the Prize, participants must be:
 - a) a New Zealand resident; and
 - b) eligible under the Promoter’s Standard Promotion or Competition Rules below.
- 4) If the winner is under the age of 18, they must be accompanied by a parent or guardian during the Prize.
- 5) Listeners can enter the Promotion by registering on the dedicated webpage at ZMOnline.com during the Promotion Period.

WINNING THE PRIZE

- 6) One entrant will be chosen at random during the ZM Breakfast show on Friday 29th November, and will be called on-air by ZM’s Fletch, Vaughan & Hayley.
- 7) If the Promoter is unable to contact the entrant drawn during the live broadcast, the Prize is forfeit and the Promoter may select another winner.
- 8) The Prize delivery details will be arranged directly between the Prize winner and the Promoter (for the spending money) and between the Prize winner and Cathay Pacific (for the flights and accommodation) and are subject to the Prize winner promptly providing NZME with all information requested.

PRIZE DETAILS

- 9) The winner will win:
 - a) Return economy flights for two from Auckland or Christchurch direct to Hong Kong International Airport, with Cathay Pacific;
 - b) 5 x nights’ accommodation with Ovolo Hotels; and
 - c) \$5,000 NZD for spending,(the “**Prize**”).
- 10) The Prize is as stated, non-negotiable, non-transferable and cannot be exchanged.
- 11) The Prize is valid for, and must be redeemed within, one year from the date the winner receives the prize letter from Cathay Pacific. If the Prize is not redeemed within 12 months, it will be forfeit with no claim to compensation.

- 12) The following travel blackout dates apply:
 - 12 December 2024 – 3 February 2025
 - 6 February 2025
 - 8 February 2025 – 27 April 2025 (so, almost all of Feb, March and April)
 - 2 June 2025
 - 20 June 2025
 - 28 June 2025 – 13 July 2025
 - 20 September 2025 – 5 October 2025
 - 27 October 2025
 - 12 December 2025 – 1 January 2026
- 13) The winner (and their travelling companion) are responsible for any other expenses not expressly included in the Prize. Transport to the departure airport is not included in the Prize.
- 14) The Promoter and the Sponsors strongly recommend that the winner and their companion obtain travel insurance valid for the entire duration of the winner's holiday, to protect against the additional costs incurred in the event of unforeseen circumstances.
- 15) The winner and their travelling companion must travel at the same time and on the same flight.
- 16) Airline tickets will be issued electronically and are valid for travel on Cathay Pacific services only, over the specified route and in the class of travel as stated. These tickets are non-refundable, non-negotiable, and non-transferable.
- 17) Travel must be taken at the time specified by the Promoter. If the winner and their travelling companions are, for whatever reason, unable to travel on the nominated date stipulated by the Promoter then the Prize will be forfeited by the winner.
- 18) Prizes cannot be used in conjunction with travel discounts or special offers. Any extension or variation of the travel dates nominated by the Promoter will be at the cost and responsibility of the winner. Any requests to extend or vary travel arrangements must be made in writing and must be received by the Promoter. Once booked, any changes made to the booking may incur a cancellation or amendment fee, at the cost and responsibility of the winner.
- 19) Frequent Flyer points are not awarded on these tickets and the winner and their travelling companions cannot upgrade any Prize using Frequent Flyer points.
- 20) It is the travellers' personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities. The winner (and their travelling companion) must have, or acquire, a valid passport with at least 6 months validity at the time of accepting the Prize. If the winner does not have a valid passport, and cannot acquire one within the required period, the Prize will be void and a new winner will be selected. The winner will need to provide proof of this travel document, and its validity, during the confirmation process. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s.
- 21) The winner agrees to abide to the Cathay Pacific General Conditions of Carriage for Passengers and Baggage (<https://www.cathaypacific.com/content/dam/cx/legal-and-privacy/general-conditions-of-carriage-for-passengers-baggage-en.pdf>).

OTHER

- 22) The Prize winner is responsible for providing their correct contact details and bank account details to receive payment.
- 23) The Prize winner will receive the cash element of 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 cash element of the Prize to the Prize winner's nominated bank account within 10 working days of the end of the Promotion Period.
- 24) 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 winners.
- 25) 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.
- 26) The Promoter's decisions on all entry and Promotion matters are final and no correspondence will be entered into.
- 27) These terms and conditions may be amended and the Promotion terminated at any time by the Promoter.
- 28) 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.
- 29) The Promoter will collect and hold personal information provided by you when you enter this Promotion, for the purposes of this Promotion and for future promotional purposes. If you are a winner, the Promoter may pass your personal information to third parties, including the Sponsors for the purpose of prize fulfillment. Failure to provide personal information when requested may disqualify you from entering the Promotion or being able to receive a prize. All personal information provided to the Promoter will be held and used in accordance with the Promoter's privacy policy ([NZME. - Privacy Policy](#)). You have the right to request access to and correction of your personal information (where such information is readily retrievable) by contacting the Promoter at prizes@zmonline.com.
- 30) The Promotion entry form will give you the option of joining Ovolo Hotels' customer database (OMG Hotel Management Limited, 15th Floor, Universal Trade Centre, 3 Arbutnot Road, Central Hong Kong). If you opt in, you authorise the Promoter to share your personal information with Ovolo Hotels for that purpose. You understand that Ovolo Hotels is not based in New Zealand, and that it may not be required to protect the information in a way that, overall, provides comparable safeguards to those under New Zealand's Privacy Act 2020. All personal information will be held and used in accordance with Ovolo Hotels' privacy policy.
- 31) By entering the Promotion, you agree to these Specific Terms, the Standard Promotion or Competition Rules below and the Promoter's website terms of access and privacy policy.
- 32) Please contact prizes@zmonline.com 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:
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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

- 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
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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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