

SPECIFIC COMPETITION TERMS

Competition Overview

The New Zealand Herald (part of NZME Publishing Ltd.) in partnership with Emerald Waterways are giving you the chance to win a luxury Europe River Cruise including flights worth over \$22,000 by answering the competition question and completing the competition entry form at www.nzherald.co.nz/emerald. Any entry not complying with the terms and conditions set out will be invalid.

The competition opens **12.01am Monday 5 November 2018**, and closes at **11.59pm Sunday 18 November 2018** (the 'Promotion Period').

To be eligible to win you must correctly answer the question and provide details to the mandatory fields including first name, last name, email address, phone number, and agree to the competition terms and conditions. One (1) entry per email address will be deemed as eligible.

All eligible entrants will go into the draw for the one (1) Grand Prize. The prize must be taken as offered, is not transferrable or redeemable for cash.

Winners will be selected at random from all valid entries on **Monday 19 November 2018** by an NZME representative. The winners will be contacted by an NZME representative to confirm prize acceptance and then details will be passed over to Emerald Waterways for the grand prize booking details. By entering and being selected as a winner of the Grand Prize, you agree to NZME passing on your contact details to Emerald Waterways for the sole purpose of prize delivery.

By opting to tick one (or more) of the future communication tick boxes on the entry form, you confirm you have given permission for your information to be stored by your selected choice/s and to receive future communications from your selected choice/s. Selecting none or multiple will have no influence over the prize draw.

If you opt in to Emerald Waterways offer to receive news and special offers from Emerald Waterways and to receive \$100 off your next cruise, NZME will pass this data securely to Emerald Waterways each working day. Emerald Waterways will then make contact with details of redemption.

The Grand Prize consists of

Prize winner ("Winner") and one (1) Guest ("Guest") will receive

- A 15 day, 14 night (excluding flight time) Splendours of Europe River Cruise for two between Amsterdam and Budapest, on a twin share basis (Tour Code EWCR.1 or EWCR.2), category C cabin or higher, and all meals and inclusions as specified in the itinerary. The winner may select from any available cruise departure in 2019.
- Two return economy airfares on an airline of Emerald Waterway's choice, from Christchurch, Wellington or Auckland, to Amsterdam or Budapest (depending on the cruise selected) including all flight associated taxes. Any costs associated with returning to the place of the Winner's residence are at the Winner's own expense. Airfares are subject to availability on the class specified.
- Total minimum value of the Prize is NZD\$22,960 is correct as of 11 September, 2018. The Promoter takes no responsibility for any variation in the Prize value.

Further prize details for the Grand Prize outlined by Emerald Waterways

Travel must be booked with Emerald Waterways Reservations by 31 January, 2019 and is subject to availability of all elements of the Prize. The Prize cannot be refunded for cash, exchanged or transferred and cannot be used in conjunction with any

Frequent Flyer Program. The Prize is subject to dates already scheduled for the cruise, as well as any prevailing terms and conditions of Emerald Waterways. See pertinent brochure for details.

The Prize does not cover any other travel costs not included in above description. All components of the Prize must be taken together. Travel restrictions may apply. The Prize Winner and their travel companion must travel together. All meals and drinks, as specified in the cruise are included, but tips and transfer fees (other than specified in the itinerary) domestic travel to and from departure point, passports, Visas, telephone charges, laundry, additional nights or upgrades and any other personal expenses and travel insurances are the responsibility of the winner.

Any travel or entry documentation & arrival fees are the responsibility of the Winner and their travel companion. It is the Winner's responsibility to check with all government travel advisory and immigration authorities regarding travel requirements and eligibility. Any fines, penalties, payments and expenditure incurred as a result of not meeting such requirements are the sole responsibility of the Winner and his/her guest. If for any reason the winner is unable to accept the Prize as stated, and within the date indicated, the winner will forfeit that Prize and no compensation will be given in lieu.

If any portion of the Prize is unavailable, for whatever reason, the Emerald Waterways reserves the right to substitute the Prize, or that element of the Prize, for a Prize of similar theme and of equal value, subject to State regulation and subsequent approval.

In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Emerald Waterways, Emerald Waterways reserves the right to either provide an alternative travel destination to the same value as the original Prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion. The Promoter and the associated agencies, make no representation as to the safety, conditions or other issues that may exist at any destination. It is the sole responsibility of the Winner and guest to first check with all government travel advisory information regarding the safety and situation of the destination of their chosen destination/event.

Emerald Waterways does not exclude any rights and remedies in respect of goods or services under local New Zealand legislation which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. Emerald Waterways is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

Emerald Waterways is not responsible for any cancellation, postponement, delay or rescheduling of transport and any costs incurred as a result, including, without limitation, any accommodation costs will be the sole responsibility of the Prize winner.

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. The '**Sponsor**' is Emerald Waterways

'Disqualified Participants' are:

- (a) all NZME and Emerald Waterways employees, all employees of participating sponsors or promoters and/or its 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 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
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- 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'**), the prize is not transferable.
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 five working days 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 or 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 or connecting domestic 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 website 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.

Prize Provider

- Emerald Waterways is responsible for delivery of all outlined prize components apart from the \$500NZ that NZME will supply to the winner on a Prezzy Card. Terms and conditions for prezzy card can be [viewed here](#)