

## NATURE CHANGE BUSINESS FLYAWAY

### SPECIFIC COMPETITION TERMS

#### Each prize includes:

\* Airfares for one person.

\* Four nights accommodation in Hawaii at The Modern standard room, including breakfast, lunch & dinner (excludes drinks).

\* Access to the speaker, health and wellness and morning fitness sessions.

\* Q&A sessions with business leaders. Access to a social network within the resort, and lots more.

Entries close July 18 2018.. Only one entry per person. Winners must be available to depart New Zealand from Auckland on September 14, 2018 and return on September 19, 2018 to Auckland.

#### Competition Terms and Conditions:

Nurture Change (the "Competition") is run by NZME through NZ Herald ("NZME "). By participating, entrants agree to be bound by these terms and conditions.

#### 1. Eligibility

Employees and their immediate families of NZME, employees and contractors of Nurture Change and their immediate families are not eligible to enter.

Entrants must be New Zealand residents and over 18 years of age on September 14 2018, who hold a passport with a minimum six months' validity and do not have any prior criminal convictions.

#### 2. Dates

Competition Period: The competition commences on June 6 2018 and closes at July 18 2018 ("Competition Period").

Prize: There will be two winners.

#### 3. Competition Entry

Entry method is via entry to NZME's webpage

Winners are responsible for and must cover the costs of any changes to travel dates or additional accommodation outside the travel period specified in the Prize details.

Information on how to enter and the prize(s) form part of these terms and conditions. By participating, entrants agree to be bound by these terms and conditions.

#### 4. Prize conditions

The maximum value of the Prize is correct at the time of sharing this scholarship. The Promoter takes no responsibility for any variation in any element of the Prize. The Promoter is not responsible for any cancellation, postponement, delay or rescheduling of any element of the Prize. Any costs incurred will be the sole responsibility of the Prize Winner.

The Promotional Partner or the Promoter will not be held responsible or liable in any way if the Winner or any additional companions are denied entry into Hawaii (meaning the United States of America) ,or encounters any visa issues on route. Excess baggage charges must be paid by the Winner.

As part of the utilisation of travel, the Winner and any additional companions undertake to:

4.1: 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;

4.2: take responsibility to pay 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;

4.3: be neatly and appropriately attired when travelling;

4.4: not carry, on their person, in their luggage or carry-on baggage, any contraband or goods which are prohibited by the laws of New Zealand or the United States of America, or goods which are unsuitable for carriage on a commercial aircraft;

4.5: observe all directions of ground staff and air crew at all times;

4.6. comply with the requirements of immigration and customs authorities in each country; and

4.7. comply with the laws of the jurisdiction they are visiting.

4.8. agree to and comply with Nurture Changing booking terms and conditions

5: Terms and conditions of the accommodation provider may apply. The Winner and must comply with those terms and conditions at all times. In no circumstance will the Promoter be liable for any breach of those terms and conditions, including any damage caused by the Winner or accompanying persons.

6: The Prize (including the air tickets and accommodation) is not transferable or exchangeable and cannot be redeemed for cash. The Prize must be taken as stated in these terms and conditions and no compensation will be payable if the Winner is unable to use the 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 Prize.

7: Charges for excess baggage shall apply where a passenger seeks to carry more than their entitlement of luggage. In such cases, the Promotional Partner is not liable for the charges.

#### **9: Winning the Prize**

The winner will be notified by using the details provided on entry. If an winner cannot be contacted within three (3) days Nurture Change and NZME reserve the right to redirect the prize to another.

#### **10: No Correspondence**

The Promoter's decision regarding the Winners is final and no correspondence will be entered into.

#### **11. Information**

By entering the Competition, winners and anybody short-listed agree to their names being published, and to be photographed and/or interviewed by NZME and Nurture Change and may use their names and photographs and/or interviews for publicity purposes.

#### **12: Ownership of Entries**

Competition entries become the property of Nurture Change and NZME, which will keep the personal information it holds about entrants confidential and will not disclose it to third parties (unless Clause 11 applies where some information on the entrant may be shared as part of a news story / press release / communication.)

#### **13: No Liability**

None of the participating companies, NZME or Nurture Change (or any other company or individual associated with the Competition) shall be responsible for or liable in any way (including, without limitation in negligence) in respect of: (i) any additional costs to the winners associated with the prizes, including any tax implications that may arise as a result of winning; or (ii) any loss, damage or personal injury whatsoever that

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is suffered or sustained (including but not limited to indirect or consequential loss) in connection with the Competition except any liability that cannot be excluded by law.

## 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.

'**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 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 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.
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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](http://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 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
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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 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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