# NZME.

# SPECIFIC COMPETITION TERMS

# **Competition Overview**

The New Zealand Herald (part of NZME Publishing Ltd.) in partnership with Universal Pictures NZ are giving you the chance to win a family trip for four to Los Angeles, California by answering the competition question and completing the competition entry form at <u>www.nzherald.co.nz/jurassicworld</u>. Any entry not complying with the terms and conditions set out will be invalid.

The competition opens 12.01am Monday 11 June 2018, and closes at 11.59pm Sunday 24 June 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. All eligible entrants will also go into the daily draw for the daily giveaway of a *Jurassic World: Fallen Kingdom* movie prize pack based on the day they entered the competition (the "Daily 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 25 June 2018** by an NZME representative. The winners contact details will then be passed onto a Universal Pictures NZ representative to make contact and deliver prize elements and grand prize booking details. By entering and being selected as a winner of either the Grand or one of the 14 Daily Prize packs, you agree to NZME passing on your contact details to Universal Pictures NZ 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.

# The Grand Prize consists of

Prize winner ("Winner") and up to three (3) Guests ("Guests" will receive a six (6) day, five (5) night trip to Universal Studios Hollywood, in Los Angeles, California. Including:

- 1. Round trip economy class air transportation for Winner and up to three (3) Guests from a major international airport near Winner's home to Los Angeles, CA
- 2. Five (5) nights standard hotel accommodation, non-exclusive ground transportation to and from airport and hotel in Los Angeles, CA;
- 3. General Admission Tickets for four (4) days admission to Universal Studios Hollywood for Winner and up to three (3) Guests.
- 4. \$500USD (approximately \$715NZD as at 31 May 2018) spending money.
- 5. Family in-season pass to see Jurassic World: Fallen Kingdom (4x tickets).
- 6. Limited edition Jurassic World: Fallen Kingdom merchandise
- 7. Jurassic DVD Set

# The Daily Prize pack consists of

- 1. Family in-season pass to see Jurassic World: Fallen Kingdom (4x tickets).
- 2. Limited edition Jurassic World: Fallen Kingdom merchandise
- 3. Jurassic DVD Set

Further prize details for the Grand Prize

Universal Pictures NZ has opted for full Grand Prize winner management to be covered by Universal Studios, Hollywood. The details of the prize provider will be supplied to the winner at the time of contact. The winner will also have a NZME Publishing and a Universal Pictures NZ contact to assist with prize delivery should it be required.

Economy flights from major international airports in Auckland, Wellington, and Christchurch only, flights may be indirect and not all routing will be available, flight itinerary will be selected by the prize provider (Universal Pictures NZ contract supplier Universal Studios, Hollywood) at its sole discretion.

The Winner must be over 18. Each travel companion must be either eighteen (18) years of age or older as of the date of departure or be travelling with a legal guardian and must travel on the same itinerary and at the same time as the Winner.

Accommodation is based on one room, quadruple occupancy, room and tax only.

Spending money is provided to the value of \$500USD, currency fluctuations may apply.

The winner will be required to have a valid credit or debit card to guarantee your room on check in.

Prize excludes domestic flights within New Zealand, ground transfers other than those specified, meals and drinks, excursions, attractions, treatments, visas, personal expenses and anything not expressly stated in the prize package. All elements of the prize are subject to availability; if unavailable, experiences or items of a similar nature and value may be substituted at Universal Pictures NZ discretion. Hotel will be selected by the prize provider at its sole discretion.

The winner must contact the prize provider (details will be supplied by Universal Pictures NZ to the winner) with three preferred travel dates no later than six weeks prior to departure; once booked, the prize cannot be amended or cancelled; prize is non-refundable and non-transferable; no cash alternative is available.

Travel companions must execute liability/publicity releases prior to issuance of travel documents. All travelers will require a passport valid for at least six (6) months on date of travel; any necessary visa or travel insurance are the responsibility of the winner and guests, The U.S. State Department requires all international travelers to present a government issued passport for U.S. Customs re-entry after air, land or sea travel. If Winner and Guest(s) are not able to obtain all necessary travel documents in order to travel to Universal Studios Hollywood, or if the necessary travel documents have not been obtained after travel arrangements have been made and paid for, Winner and Guest(s) will not be able to take the Trip and Sponsor shall have no further obligation to such Winner and Guest(s);

Prize cannot be taken during school holidays in New Zealand or over Public Holidays in New Zealand or the United States; prize is valid for 12 months from the date of notification of winning subject to availability and all travel must be completed within that time; if the winner elects not to, or is unable to, use part of the prize, the winner will forfeit that part of the prize package. Travel dates are subject to Prize Provider and Sponsor approval.

The Approximate Retail Value ("ARV") of Prize may vary depending upon the points of departure, ground transportation, and/or airline fare fluctuations; any difference between stated ARV and final ARV of Prize will not be awarded.

The Approximate Retail Value ("ARV") of Trip is Eight Thousand Three hundred and Four 00/100 Dollars \$8,304.00USD (approximately \$11,866.62NZD as at 31 May 2018), If Winner elects to partake in any or all portions of his/her Prize with fewer than three (3) Guests or no Guest, the Prize will be awarded to Winner and each participating Guest and any remainder of the Prize will be forfeited and shall not be subject to further or alternative compensation.

All elements of the Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption.

Winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, inspection charges, and security charges. Once issued, tickets are nontransferable and may not be reissued once travel has commenced. Open tickets may not be issued and stopovers are not permitted. Travel arrangements must be made through Prize Provider. All Prize elements must be redeemed at the same time. Prize Sponsor will not replace any lost, mutilated, or stolen tickets. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason.

# **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 Universal Pictures New Zealand.

#### 'Disqualified Participants' are:

- (a) all NZME and Universal Pictures NZ 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

- 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
  - 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.

# **Universal Pictures NZ Standard Promotional Terms and Conditions**

- NZME is running this competition for Universal Pictures NZ. Universal Pictures NZ has opted for full Grand Prize winner management to be covered by Universal Studios, Hollywood. Universal Studios Hollywood is responsible only for providing items #1-3 under the Grand Prize. Universal Pictures NZ will be responsible for providing the remainder of the Grand Prize items to Winner. The details of the prize provider will be supplied to the winner at the time of contact. The winner will also have a NZME and a Universal Pictures NZ contact to assist with prize delivery should it be required. Universal Pictures NZ won't be responsible for any failure of Universal Studios, Hollywood to provide the prize. However, Universal Pictures NZ will be providing the Daily Prize winners directly.
- Where the Prize is to be supplied by an entity outside Universal Pictures NZ's control and that entity fails, for whatever reason, to supply the Prize, Universal Pictures NZ 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.
- Universal Pictures NZ 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.
- To the fullest extent permitted by law Universal Pictures NZ 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.
- By participating, entrants grant Universal Pictures NZ 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. Any personal data relating to the winner or any other entrants will be used solely in accordance with current NZ data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
- Universal Pictures NZ and its related companies, and agencies associated with this promotion, will not be liable for any
  loss, claim, cost, expense, liability or injury ('Loss') suffered by any person in any way associated with the Promotion
  including as a result of participation in the promotion or use of the offer, except where such Loss cannot be excluded
  by law.

Universal Pictures NZ reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.

# **Prize Provider**

• Universal Studios Hollywood is a prize supplier only in this Sweepstakes; is not a sponsor of this Sweepstakes; and is not responsible for the administration of the Sweepstakes, the

collection of the entries or the conduct of the draws. Notwithstanding the foregoing, all disputes arising out of or relating to any person's use of, or participation in, the Universal Studios Hollywood prize itself shall be resolved by applying the laws of California, without regard to conflict of laws provision therein, and shall be solely and exclusively brought in state or federal courts within California. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees.