

SPECIFIC COMPETITION TERMS

NZME and House of Travel (together the "Promoters") are offering you the opportunity to win a holiday for two to Anaheim, California, USA. For your chance to win submit your entry form to go into the draw.

The Promotion Opens 26/09/2018 and closes 17/10/2018 at 5pm (the "Promotion Period'). Draw to be held 18/10/2018.

How to Enter:

Entry is free and open to all residents of New Zealand, aged 18 years and over. Employees of Visit Anaheim, NZME, Air New Zealand, House of Travel and their immediate families are not eligible to enter.

To enter the Promotion you need to submit a valid entry form, complete with the following details:

- Name
- Address & email
- Phone numbers
- Nearest House of Travel Store

By submitting an entry form, you are agreeing that your details may be added to the Visit Anaheim, NZME and House of Travel email databases and you consent to receive regular offers and promotions from the Promoters. You can at any time unsubscribe from these communications using the link provided.

All entries for the competition must be submitted via the online registration form on the Click to Play website within the Promotion Period.

No responsibility is taken for late or misdirected entries.

Prize details:

The Prize consists of:

- Return economy class airfares for two from New Zealand to Los Angeles flying Air New Zealand
- Return transfers for two from Los Angeles Airport to Anaheim with Karmel Shuttle
- "Shop Until You Drop Off" Citadel Outlet package for two
- 4 nights at Howard Johnson Anaheim Hotel and Water Playground
- 4 nights at Castle Inn & Suites
- Disneyland Resort Park Hopper Tickets for two
- Knott's Berry Farm tickets for two
- SeaWorld California tickets with transfers for two
- Medieval Times Dinner and Tournament tickets for two
- Gift package from South Coast Plaza including: US\$100 gift certificate, VIP lounge access, VIP savings passport
- US\$100 gift certificate from Visit Anaheim

It is up to the winner to book using the Prize before 30 April 2019 and bookings must be requested at least 4 weeks before proposed departure dates. Bookings will be arranged directly between the winner and House of Travel, and are subject to the winner promptly providing to the Promoter all correct information requested. Once bookings are made, no changes are permitted. Bookings and travel dates are subject to availability.

Any additional costs not covered by the Prize inclusions such as but not limited to taxes, airport and government costs, transfers, meals and beverages, cabin or room upgrades, additional nights or stopovers, visas, insurance,

spending money, or additional passengers, must be met by the prize winner. Prizes must be booked and redeemed via House of Travel.

Air fares are for 2 adults flying in Economy Class from any 19 Air New Zealand serviced airports via Auckland to Los Angeles return.

Prize winners must travel together on the same flights in both directions.

Travel must be taken between 01 October-14 December 2018 and 15 January-31 May 2019, blackout periods apply. Travel must be commenced and completed by 31 May 2019.

Travel during Public or School Holidays in New Zealand or the USA is not permitted.

Flights, tour space, and accommodation is limited and are subject to availability at time of booking.

If an overnight break in the journey occurs this is at passengers own expense.

Stopovers or stopovers within transit are not permitted.

Bookings must be requested at least 21 days before proposed departure date and tickets are non-changeable once issued.

Travel is non-transferable, exchangeable or redeemable for cash.

Travel is not eligible for any frequent flyer (including Airpoints Dollars) accrual, upgrades, companion redemption or credit of tier status.

Employees of Air New Zealand, House of Travel and their immediate family are not eligible for entry. All prize winner travel will be subject to Air New Zealand's General Terms and Conditions of carriage, to view visit www.airnz.co.nz.

WINNING THE PRIZE:

Winners will be randomly drawn from correct entries.

The winner of the travel prize will be notified by email (email provided on the form).

Every endeavour will be made to contact the winner via phone and email. The travel prize will need to be claimed by the winner within 7 days after the draw. The Promoter reserves the right to conduct a redraw if the prize winner is not contactable using the phone number or email address provided, or does not reply within 7 days of the competition draw.

The Promoter's decision is final and no correspondence will be entered into. All entries become the property of the Promoter.

OTHER SPECIFIC TERMS & CONDITIONS

The Promotion is subject to these Specific terms and conditions, the Standard Promotion or Competition Rules below, information on prizes and how to enter, and prize winners' travel will be subject to House of Travel's terms of use, and the General Terms and Conditions of carriage for the airline of House of Travel's choice.

The Promoter is Visit Anaheim and House of Travel, operated by House of Travel Travel Services (NZ) Limited.

NZME Publishing Limited is the agency building and maintaining the competition website at the time of entry.

Prizes including are non-transferable or exchangeable, and not redeemable for cash. Travel is not eligible for any frequent flyer accrual, upgrades, companion redemption or credit of tier status.

To the extent permitted by law, the Promoter is not responsible or liable for any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a prize winner and, where applicable, to any family/persons accompanying a winner. The Promoter strongly recommends the prize winner arrange travel insurance at their own additional cost.

Entry into the competition is deemed acceptance of these terms and conditions.

The Promoter may at its discretion refuse to award any prize to any entrant who fails to comply with these conditions of entry.

Visit Anaheim and House of Travel may ask competition winner to provide a few photos or videos of the winner's trip to use for promotional purpose on Visit Anaheim and House of Travel's social media channels.

For the full House of Travel website Terms of Use, Privacy Information and Booking Conditions click here: <u>https://House of Travel.co.nz/page/Terms</u>]

Privacy Notice: The personal information of entrants will be collected to enable the Promoter to administer and promote this competition and will also be used to market the Promoter's services to the entrant. If personal information is not given, participants cannot be entered into the competition. The personal information of the entrants will be held and used in accordance with the Promoter's privacy policy which is available at https://house_ofTravel.co.nz/page/Privacy and https://house_ofTravel.co.nz/page/Privacy and https://house_ofTravel.co.nz/page/Privacy and https://house_ofTravel.co.nz/page/Privacy and https://house of Travel.co.nz/page/Privacy and https://house of Travel.co.nz/page/Privacy and https://house of Travel.co.nz/page/Privacy and https://house of Travel.co.nz/page/Privacy and https://house of Travel.co.nz/page/Privacy and https://house of the others assisting, including prize suppliers and deliverers, and to authorities that regulate this competition.

The competition is conducted by Visit Anaheim and House of Travel New Zealand.

Where the Prize includes air travel and/or accommodation, either international or domestic ("the Travel Prize"):

- a) 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.
- b) 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).
- c) 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.
- d) Unless explicitly stated in the Specific Rules, the Winner will be responsible for expenses including, but not limited to, spending money, meals, drinks, additional 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.

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, Visit Anaheim and House of Travel New Zealand. **'Disqualified Participants'** are:

(a) all 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.
- **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').

- **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 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.