

SPECIFIC COMPETITION TERMS

Competition Overview

The New Zealand Herald (brought to you by NZME Publishing Ltd) are giving you the chance to win a trip for two to London, full prize details below, by answering the competition question and completing the competition entry form available at www.nzherald.co.nz/marypoppinsreturns. Any entry not complying with the terms and conditions set out will be invalid.

The competition opens **12.01am Monday 10 December 2018**, and closes at **11.59pm Sunday 31st December 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. Any duplicate entries will be void.

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.

The Grand Prize consists of

Prize winner ("Winner") will receive

- Two return economy airfares on an airline of the prize provider's choice, from New Zealand to London, United Kingdom. Any costs associated with going from and to the place of the Winner's residence are at the Winner's own expense. Airfares are subject to availability on the class specified.
- Travel insurance and \$1000 (NZD spending money), included in prize by prize provider.
- 4 nights/5 days in a 4-star hotel of the prize provider's choice.
- Mary Poppins themed tour of London including;
 - An afternoon tea in the sky at the Aqua Shard.
 - Hop On/Hop Off Tour of London
 - Watch the Changing of the Guard at Buckingham Palace.
 - A trip up The London Eye.
 - £100 GB Pounds shopping spree at the Disney Store on Oxford Street.
 - A "Let's go fly a kite" experience with £150.00 GB Pounds to purchase a kite, followed by an afternoon of kite flying
 in one of London's parks.

Winning the Grand Prize:

- 1. Winners will be selected at random from all valid entries on 7th January 2018 by an NZME representative.
- 2. The Promoter will then call the selected entry using the contact details provided. The Promoter will attempt to contact the entrant a maximum of two times. If the Promoter is unable to contact the entrant, the Prize is forfeit and the Promoter may select another winner.
- 3. The Grand Prize package details will be arranged directly between the winner and the prize suppliers and is subject to the winner promptly providing all correct information requested. By entering and being selected as a winner of the Grand Prize, you agree to the Promoter passing on your contact details to the prize suppliers for the sole purpose of prize delivery.

4. The Promoter takes no responsibility for any failure or delay in delivering the Grand Prize but will provide all reasonable assistance in cases where the Grand Prize is not received by the Prize Winner.

Further prize details for the Grand Prize -

Term and conditions for winner

- The promoter of this competition has hired DJP Marketing & Promotions Ltd. To handle the complete fulfillment of the grand prize holiday. DJP Marketing & Promotions Ltd. Is registered in the UK. Company Registration number 8065185 registered to address 107 Bell Street, London NWIJTL, England
- 2. The Promoter will decide who is open to this promotional competition but DJP insists at least one winner traveling must be over the age of 18 years.
- 3. Winners must be in possession of a valid 5-year passport and must have a minimum of 90 days validity for the duration of the prize holiday. All entry visas, ESTA forms, and/or travel documents are the sole responsibility of the winner including visa costs if applicable. DJP Marketing & Promotions Ltd. Does not arrange entry visas.
- 4. All prize winners will receive confirmation that they have won a prize via e-mail and by phone (providing a contact number has been provided) within ten days of the competition being finished.
- 5. Personal Information about prize winners will be shared with initiator of prize and their agents, including the prize suppliers, to the extent necessary for prizes to be delivered to the prize winners.
- 6. Winners must provide a copy of their passports to ensure names are spelled correctly and validity of their passports.
- 7. Winners must give at least 60 days' notice prior to their requested departure date. Winners will be requested to provide three separate dates of preferred travel to DJP Marketing & Promotions Ltd. While the Promoter and DJP Marketing & Promotions Ltd will endeavour to accommodate the requests of the winner, the Promoter reserves all rights to make the final bookings or the prize will be forfeited.
- 8. All prizes are non-transferable. No cash alternative is available for any prize. In the unlikely event that a prize should become unavailable (due to force majeure or prize not being suitable for the winners, etc.) DJP Marketing & Promotions Ltd. reserves the right to substitute a prize which it may determine as being of equal value.
- Travel dates are subject to availability and blackout dates will apply unless specifically pre-arranged prior to the competition being run. Blackout dates include peak Christmas (December 10 to January 5 annually) and may include peak August.
- Unless otherwise stated in the package, all other costs including meals and spending money are the responsibility of winner
- II. Once confirmed in writing, travel dates and names of those traveling are not changeable without incurring extra fees and may not be possible if a non-refundable or non-changeable ticket has been purchased.
- Winners must sign a legal acceptance form provided by DJP Marketing & Promotions Ltd. Prior to departure as standard procedure.
- 3. DJP Marketing & Promotions has offered this grand prize in good faith and the specifics of the grand prize are as stated in original proposal provided to the Promoter.
- 14. Nothing in this travel prize authorizes any person to use the Promoter's name, brand, intellectual property, characters or reputation in conjunction with this Travel Package or any prize promotions whatsoever.

Other Terms

- 1. These terms and conditions may be amended and the Promotion terminated at any time by the Promoter.
- 2. The Promoters' decisions on all entry and promotion matters are final and no correspondence will be entered into.
- Attendance of the winner on the Travel Prize is subject to the terms, conditions and restrictions of the travel provider, accommodation venue and any other third-party service providers. The winner and their companions agree to comply with all terms and conditions and any reasonable instructions given by such third parties.

- 4. 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.
- 5. Participants grant (and will ensure their companions also grant) the Promoter permission to collect and 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 the Promoter's websites, Facebook pages, on air and other publications of the Promoter.
- You have the right to request access to and correction of your personal information (where such information is readily retrievable by contacting NZME Publishing, 2 Graham Street.
- 7. Entry into this Promotion is deemed to be acceptance of these terms and conditions.
- 8. Please contact NZME Publishing, 2 Graham Street. 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, 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 and prize supplier 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.
- 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.
- 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.