

BE IN TO WIN A FAMILY HOLIDAY FOR 4 THANKS TO LOS ANGELES TOURISM AND AIR NEW ZEALAND

SPECIFIC COMPETITION TERMS

Competition Overview

The Hits & iHeartRadio, brought to you by NZME (together the “Promoter”) in conjunction with Air New Zealand and Los Angeles Tourism (the “Sponsors”) are giving away a trip for a family of four (4) to experience the famous sounds and sights of Los Angeles (the “Promotion”). There will be one (1) winner drawn from all the combined ‘Music in Parks’ and ‘Movies in Parks’ entries. If you attend any of the Movies in Parks events between 24 January and 18 April, 2020, or any of the Music in Parks events (excluding Waitangi ki Manukau on 6th February and Myers Park Medley on 16th February) between 25 January and 11 April, 2020, you will have the chance to enter the draw. Participants may enter once per event using the unique code word which will be promoted through the big screen, MC mentions and via the Promoter’s staff at each event.

For a full schedule of movies and music events please refer to:

<http://www.moviesinparks.co.nz/>

<http://musicinparks.co.nz/>

HOW TO ENTER

1. The Promotion starts at 5pm on 24 January 2020 and ends at 10pm 18 April 2020 (the “Promotion Period”).
2. To be eligible for the Promotion participants must:
 - a. Be 18 years or older; and
 - b. Be eligible to win under the Standard Promotion or Competition Rules below.
3. To enter, participants must :
 - a. Text a specific number as promoted through the big screen, onsite signage and/or MC at each event; and
 - b. Complete an online entry form from the link sent via text.
4. Participants will need to be registered with iHeartRadio to be eligible for the prize draw. If not already registered participants will register with iHeartRadio by completing the entry form.
5. Participants will need to enter a specific code word to be eligible for the overall prize draw. The code word will be promoted via the big screen, MC messaging and promotional staff at each event.
6. Incomplete entries will not be accepted.
7. Only one valid entry per code word will be entered into the final draw.

PRIZE

1. The prize package (“Prize”) consists of one trip to Los Angeles for a family of four (4) (Two (2) adults and two (2) children), including airfares, accommodation, and extras, to the value of \$9,000 and includes the following:
 - a. Travel must be taken between 11th May and 30th November 2020
 - b. Return economy class flights on Air New Zealand from AKL-LAX for two (2) adults and two (2) children.
 - c. Four (4) nights’ accommodation at Loews Hollywood for 2 adults and 2 children.
 - d. Four (4) x express passes to Universal Studios Hollywood.
 - e. Four (4) x tickets for the Warner Bros Studio Tour.
 - f. Four (4) x tickets for Hollywood Behind the Scenes Tour by Redline Tours.
 - g. Four (4) x tickets for Starline Tours of Hollywood Hop On Hop Off tours.
 - h. Four (4) x tickets to Grammy Museum.

- i. Transfers in Los Angeles (airport to hotel).
2. Flight departure dates are subject to availability; flights are non-upgradable and lounge access is not included.
3. All additional costs including travel insurance, food, alcoholic beverages, spending money, other transfers, departure taxes (if any), connecting flights and other incidentals are not included in the Prize and are the responsibility of the Prize winner (the “**Winner**”) and their travel companions. Please see Rule 22 of the Standard Promotion or Competition Rules below for more information.

WINNING THE PRIZE

1. On 20 April, 2020, the Promoter will randomly select one (1) entry from all valid entries.
2. The Promoter will call the selected entry using the contact details provided. The Winner will be contacted live on The Hits radio station on 20 April, 2020
3. The Promoter will attempt to contact the selected entry **a maximum of 2 times**. If the Promoter is unable to contact the entrant, the Prize is forfeited and the Promoter may select another winner.
4. Details of the Prize will be arranged directly between the Winner and the Promoter and is subject to the Winner promptly (within a week) providing the Promoter with all correct information requested.
5. The Winner and their travel companions consent to the Promoter sharing their personal information with the Sponsors and all other travel service providers for the purpose of delivering the Prize.
6. Where the Winner and their travel companions are unable to travel between the dates set out above, no alternative prize or travel dates will be offered and the Prize will be forfeited. The Promoter reserves the right to select another Prize winner
7. The Promoter takes no responsibility for any failure or delay in delivering the Prize, but will provide all reasonable assistance in cases where the Prize is not received by the Prize Winner.

SPONSORS' TERMS & CONDITIONS

Air New Zealand & Los Angeles Tourism

- Travel is for 2 adults and 2 children aged 12 years and under
 - Travel must be between 11 May-30 Nov 2020.
 - Travel is for 4 adults flying in Economy Class from Auckland to Los Angeles return and is valid on Air New Zealand operated services only.
 - Seats are limited and are subject to availability.
 - Prize winners must travel together on the same flights in both directions.
 - Travel during Public or School Holidays is not permitted.
 - The Prize winner is responsible for paying all additional costs associated with the flights including (where applicable, meal costs, spending money, visas, insurance and all other incidentals.
 - Bookings must be requested at least 21 days before proposed departure date and tickets are non-changeable once issued.
 - Once bookings are confirmed no changes are permitted.
 - All travel included in the Prize is subject to Air New Zealand's Conditions of Carriage. <https://www.airnewzealand.com/conditions-of-carriage>
 - 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.
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- Employees of Air New Zealand and their immediate family are not eligible for entry.

OTHER

1. The Promoter's decisions on all entry and promotion matters are final and no correspondence will be entered into.
 2. The Promoter and the Sponsors reserve the right (in their absolute discretion) to extend, postpone, or cancel the Promotion and to amend these terms and conditions without notice.
 3. The Winner may be required to sign a declaration confirming their eligibility to accept the Prize.
 4. The Promoter and the Sponsors reserve the right to request the Winner to provide proof of identity at the nominated Prize collection address. Identification considered suitable for verification is at the discretion of the Promoter.
 5. Attendance of the Winner and their travel companions on the Prize is subject to the terms, conditions and restrictions of the Sponsors (set out above), the accommodation venue and any other third-party service providers. The Winner and their travel companions agree to comply with all terms and conditions and any reasonable instructions given by such third parties.
 6. The Prize is non-transferable, exchangeable or redeemable for cash.
 7. Other conditions may apply and will be advised at the time of booking.
 8. Participants grant (and will ensure that their travel companions also grant) the Promoter permission to 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 and Sponsors' websites, Facebook pages, on Air and other publications of the Promoter and the Sponsors. Any personal information provided to the Promoter, and passed to the Sponsors, will be collected, held and used in line with the respective privacy policies of each of the following: <https://www.nzme.co.nz/about-us/privacy-policy/>; <https://www.airnewzealand.co.nz/privacy>; and <https://www.discoverlosangeles.com/privacy-policy>
 9. The Promoter will also collect and use, for the purpose of the Promotion, other personal information from you (for example your email address and other contact details). You have the right to request access to and correction of your personal information by contacting the Promoter.
 10. Entry into this Promotion is deemed to be acceptance of these Specific Rules and the Standard Promotion or Competition Rules set out below. See Rule 12 of the Standard Promotion or Competition Rules below for more details regarding use of your telephone number.
 11. Please contact info@thehits.co.nz with any promotional queries.
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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.
- (d) all Air New Zealand employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families;

'**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. 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.
 10. Entrants may also receive marketing and agree to be contacted by LA Tourism and Air New Zealand
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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 two 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. Travel is valid for two adults and two children aged 12 years and under.
19. Bookings must be requested at least 21 days before proposed departure date and tickets are non-changeable once issued.
20. 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.
21. 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.
22. 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 companions must travel together at all times and must travel together on the same flight in both directions. 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) Travel must be between 28th April and 30th June 2020. Seats are limited and are subject to availability. Travel during NZ public or school holidays is not permitted.
- (5) Travel is not eligible for any frequent flyer (including Airpoints Dollars) accrual, upgrades, companion redemption or credit of tier status.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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

- 23.** NZME reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
- 24.** 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.
- 25.** 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.
- 26.** 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

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27. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
 28. If the Winner does not accept these Terms and Conditions the prize will be forfeited.
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