

## **GENERIC PROMOTION OR COMPETITION RULES**

### **Definitions**

*'MediaWorks' means all companies in the MediaWorks Group including but not limited to MediaWorks NZ Ltd (in receivership), RadioWorks Ltd (in receivership) and TVWorks Ltd (in receivership) and all brands and operating companies controlled by or associated with those entities.*

*The 'Promoter' is MediaWorks*

*'Disqualified Participants' are:*

*(a) all MediaWorks 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, alcohol 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 MediaWorks Promotions or Competitions (collectively 'the Promotion') conducted on or off air and by means of any medium – radio, television, print, telephone or computer. The Rules may change from time to time.

2. If a particular Promotion has specific rules or terms those specific rules or terms will apply if there is any inconsistency with the Rules.

3. Unless otherwise stated in the abovementioned specific rules or terms, 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 confirmation that the entrant has the necessary authority (for example from the bill payer or owner of a telephone) to enter the Promotion.

5. The Promotion is open to New Zealand Residents only. Disqualified Participants may not enter in the Promotion.

6. MediaWorks reserves the right to exclude any person from participating in the Promotion on reasonable grounds.

7. MediaWorks reserves the right to refuse to award any prize to an entrant who MediaWorks decides (in its sole discretion) has violated the Rules, gained unfair advantage in participating in the promotion or won using fraudulent means.

8. By participating, entrants grant MediaWorks exclusive permission to use their names, characters, photographs, 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.

9. All entrant personal details must be valid and up to date and will be held by MediaWorks and may be used for the purpose of the Promotion and for future promotion and marketing purposes in accordance with MediaWorks Privacy Policy (see [www.mediaworks.co.nz](http://www.mediaworks.co.nz)) unless otherwise directed by entrants at the time of entry.

10. When submitting entry via text, the telephone number from which the entry was made will be stored in a database. The participant 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 at the discretion of MediaWorks and/or any other company associated with the Promotion.

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) Any form of automated text message is invalid

b) MediaWorks takes no responsibility for text costs incurred after the Promotion has closed as stipulated in the Promotion Terms and Conditions.

### **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 Promotion Terms and Conditions – if not specified then as determined by the Promoter who shall for this purpose be deemed 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) or mail and must be available for the preparation of all publicity that may be required by MediaWorks. 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 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 Promotion becomes unavailable for any reason the Promoter may substitute a prize of like or equal value.

Where the prize incorporates air travel, unless otherwise specified the air travel is economy class.

18. Where the Winner is required to claim the prize in person and 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 guardian must 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 MediaWorks 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.

#### **MediaWorks Responsibility**

20. MediaWorks reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.

21. MediaWorks 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, Acts of God or otherwise.

22. To the fullest extent permitted by law MediaWorks 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 Promotion prize.

23. Where the prize is to be supplied by an entity outside MediaWorks control and that entity fails, for whatever reason, to supply the prize, MediaWorks 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.

24. Michael Peter Stiasny and Brendon James Gibson as receivers of MediaWorks NZ Ltd, TVWorks Ltd and RadioWorks Ltd (Receivers) shall not be personally liable for any loss or claim arising out of or in connection with this Promotion. If a judgment imposes personal liability on the Receivers in respect of any matters incidental to this Promotion, such liability shall be limited to \$5,000. No person will have recourse to the personal assets of the Receivers. This clause is not severable from the Terms and Conditions and in no circumstances shall any person claim that this clause is unenforceable. For the purposes of the Contracts Privity Act 1982, these Terms and Conditions are intended to confer benefits on the Receivers and be enforceable by them.

#### **Acceptance**

24. Participation in the Promotion is deemed acceptance of these Terms and Conditions.