GENERIC PROMOTION AND COMPETITION RULES

1. These Rules apply to all MediaWorks promotions or competitions run by MediaWorks on or off-air, on any platform (Promotion). Promotional periods, prizes, entry mechanics, winner selection and any specific rules will be as stated in the particular Promotion. By entering a Promotion, you are also agreeing to these Rules.

2. Promotions are open to New Zealand residents only. In addition to any restrictions noted in the particular Promotion, the following individuals may not enter Promotions:
   (a) employees of MediaWorks, participating sponsors, promoters and/or associated advertising agencies (and their family members);
   (b) anyone who has won a prize from the channel/station running the particular Promotion either in the 14 days prior to the Promotion start date or, where the prize was valued at over $1000, during the period 90 days prior to the Promotion start date;
   (c) anyone under 18 years old, unless otherwise stated.

3. MediaWorks’ decision is final in relation to the selection of prize winner(s), any dispute regarding the Rules, and/or the conduct or the results of a Promotion.

4. MediaWorks reserves the right to cancel, terminate, modify or suspend Promotions and/or vary these Rules at any time without prior notice.

5. MediaWorks may refuse or disqualify any entry (including winning entries) if MediaWorks decides in its sole discretion that the entrant has not complied with these Rules (including any specific rules associated with the particular Promotion), or if he or she has acted in a way which MediaWorks reasonably considers to be inappropriate, unlawful, offensive or otherwise not in the spirit of the particular Promotion. If the winning entry is disqualified, MediaWorks reserves the right to award the prize to another entrant without notice to the disqualified entrant(s).

6. Where a winner is selected by a voting mechanism: MediaWorks’ decision on voting arrangements and validity of votes will be final. MediaWorks reserves the right to discount votes if MediaWorks suspects bulk voting is taking, or has taken place, to inappropriately influence or manipulate the voting procedures. MediaWorks reserves the right to disqualify anyone who is suspected of engaging in, or benefitting from, irregular or fraudulent voting.

7. Promotions are governed by New Zealand law.

8. The promoter will be either MediaWorks Radio Limited or MediaWorks TV Limited, as applicable to that particular Promotion.

PRIZES

9. MediaWorks reserves the right to substitute the prize(s) for a prize of equivalent or greater monetary value.

10. If the winner(s) can’t be contacted within a reasonable time period or are not able or available to accept the prize for any reason which is beyond MediaWorks’ reasonable control, then MediaWorks reserves the right to award the prize to another entrant.

11. Prizes are personal to the winners and can’t be transferred to someone else. If the winner can’t accept the prize for any reason (e.g. the winner can’t
travel on the required dates), MediaWorks can award the prize to another winner. Prizes are not exchangeable for cash or another item.

12. Where the prize includes air travel and/or accommodation, either international or domestic, the winner (and any travel companion) are responsible for paying all additional costs associated with the prize that are not specifically included, including (where applicable) transport to and from the respective airports, and any other transport (other than the flights awarded as part of the prize), accommodation, meal costs, spending money, insurance, travel documentation and all other incidentals. Winners must be responsible for having a valid passport and organising and meeting any visa requirements.

13. MediaWorks will not be liable for any prize(s) that do not reach the winners for reasons beyond MediaWorks’ reasonable control. Where a prize is being supplied by a third party, MediaWorks accept no responsibility in connection with the provision of the prize, including without limitation, the failure of the winner to receive ownership of, or use of, the prize or any performance issues associated with the prize.

14. Prizes may be subject to additional terms and conditions imposed by a third party (for example, vouchers may have additional terms and conditions and/or an expiry date or in the case of travel, additional terms and conditions may be imposed by airlines, service providers and venues).

15. To the extent permitted by law, MediaWorks will not be responsible for any loss or damage suffered by entrants or anyone else as a result of, arising out of, or in any way connected with a Promotion or its prizes.

16. Where a Promotion is conducted across social media:

(a) Entrants’ conduct must comply with the rules of that social media platform.

(b) Promotions are in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram or Snapchat. These social media platforms are in no way responsible for any aspect of Promotions.

PERSONAL INFORMATION

17. By entering a Promotion, entrants agree to the use of their names, photographs and likeness for promotional/advertising purposes, and agree to make themselves reasonably available for this purpose. Any copyright associated with an entry will be owned by MediaWorks.

18. MediaWorks collects and holds personal information provided by entrants for the purposes of administering Promotions and for future MediaWorks promotional purposes. All personal information provided by entrants will be held by MediaWorks and will not be provided to third parties unless otherwise specifically set out. Under the Privacy Act 1993, entrants have the right to access and correct their personal information. For more information about how MediaWorks uses personal information, please refer to MediaWorks’ Privacy Policy at http://cdn.mediaworks.co.nz/mediaworks/Content/Documents/MediaworksTermsOfAccess.pdf?y=0