

PROMOTION SPECIFIC TERMS

WIN A TRIP FOR TWO TO NEW YORK

NZME Publishing Limited (the “**Promoter**”) offers you the opportunity to win one (1) trip for two people to New York, USA. To be in with a chance to win, simply place your newspaper advertisement in an NZ Herald print publication between 16th October 2023 and 20th May 2024 along with completed entry form and creative material (the “**Promotion**”).

PROMOTION PERIOD

The Promotion opens at 9am 16th October 2023 and closes at 5pm, 20th May 2024 (the “**Promotion Period**”). Promotion closes for ‘late entries’ at 5pm on 27th May 2024.

HOW TO ENTER

1. To enter the Promotion, participant agencies must:
 - a. Be eligible under the Standard Promotion or Competition Rules below; and
 - b. Place their print advertisement, or have already placed their print advertisement, in one or more NZME Print Publications between 16th October 2023 and 20th May 2024 (the “**Publication Period**”).

NZME Publications include The NZ Herald, Viva, Driven, Reset, Canvas, Travel, BusinessDesk, OneRoof, Herald on Sunday, Weekend Herald.

Late entries (any entries submitted after deadline of 20th May 2024) will incur a fee of \$150NZD. Entries close for all on 27th May 2024.

2. To enter, participants must submit:
 - a. Booking and payment confirmation demonstrating that the material has run or will run in one of the publications listed above within the time period noted;
 - b. Print-ready material; and
 - c. Completed entry form, including rationale of the effective use of print media.
3. The names of the Media Agency’s two Nominated travellers are at the Agency’s discretion and may consist of staff member(s) from the agency’s media team and/or staff member(s) from the associated creative team (“**Nominated Travellers**”).
4. To be eligible to receive the Prize, Nominated Travellers must be currently employed by the Media Agency who booked the submitted campaign at the time of travel. Winners who have since resigned and/or who are on a notice period will not be eligible. In this instance the winning agency may nominate an alternative traveller.
5. Nominated travellers should be part of the media team who have planned and booked the submitted campaign.
6. The Promotion is open to all media agencies including independents.
7. Agencies may enter more than once into the Promotion. Every advertisement which meets the eligibility criteria set out above may be entered.

PRIZE

The prize consists of one (1) trip for two adults to New York, including airfares and accommodation as follows:

- Two (2) return economy class flights from Auckland to New York; unless otherwise agreed.
- Five (5) nights' accommodation in New York at a hotel secured by the Promoter.
- Two (2) tickets to attend 'Advertising Week New York'.
(the "Prize").

PRIZE AND TRAVEL CRITERIA

1. Dates of the trip will be booked to align with 'Advertising Week New York'; unless otherwise agreed.
2. Flight dates and times are subject to availability.
3. Flights and accommodation will be booked by the Promoter and will be selected at its discretion.
4. All additional costs including travel insurance, lounge access, travel upgrades, 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 winning Media Agency's (the "Prize Winner") and/or its Nominated travellers. Please see Rule 21 of the Standard Promotion or Competition Rules below for more information.
5. The Prize Winner and/or Nominated travellers are strongly encouraged to obtain travel insurance for the duration of the trip prior to departure. It is the responsibility of the Prize Winner and its Nominated travellers to ensure such travel insurance protects them, to the greatest extent possible, from any costs associated with contracting COVID-19, government lockdown, change in travel bubble rules, or changes in rules related to flying. The Promoter is not liable for any fees, costs, damages, or payments required to be paid as a consequence of COVID (or related matter) or associated rules, laws, government directives, or otherwise. The Prize Winner and Nominated travellers agree and accept that travel is taken at their own risk.

WINNING THE PRIZE

1. The Prize Winner is the Media Agency that has entered the winning entry in the Imprint 2024 Competition and the Nominated travellers are the two names included in the Agency's winning entry.
 2. The Prize Winner will be selected by a panel of judges determined by NZME.
 3. The Prize Winner will be contacted by the Promoter via email within 30 working days of the Competition's judging date.
 4. If the Promoter is unable to contact the entrant drawn, the Prize is forfeit and the Promoter may select another Prize Winner. This will be the entry which the judges have awarded second place.
 5. The Prize delivery details will be arranged directly between the Prize Winner and the Promoter and are subject to the Prize Winner promptly providing the Promoter with all information requested.
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6. The Prize is non-transferable, exchangeable or redeemable for cash.
7. There will be one (1) Prize Winner, who will win the Prize.
8. Where the Media agency's Nominated travellers are unavailable or unable to travel on the relevant dates, 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. Should this be due to said traveller(s) no longer being employed by the winning Media Agency, the Media Agency may nominate an alternative traveller(s).
9. The Prize Winner and its Nominated travellers will at all times act responsibly so as not to harm the reputation of the Promoter while taking up the Prize.

OTHER

1. These terms and conditions may be amended, and the Promotion terminated at any time by the Promoter.
 2. The Promoter's decisions on all Promotion matters are final and no correspondence will be entered into.
 3. Participants grant the Promoter permission to use creative material from entries submitted in the Competition 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, social medial channels, on air, and other publications of the Promoter.
 4. Participants 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 websites, Facebook pages, on air and other publications of the Promoter.
 5. By entering the Competition, the two Nominated travellers of the Prize Winner consent to the Promoter sharing their personal information with all travel service providers for the purpose of delivering the Prize.
 6. Any personal information provided to the Promoter will be collected, held and used in accordance with the Promoter's [privacy policy](#).
 7. The Promoter will collect and use, for the purpose of the Promotion, your personal information. You have the right to request access to and correction of your personal information (where such information is readily retrievable) by contacting the Promoter (margaret.hawker@nzme.co.nz).
 8. Attendance of the Prize Winner's its Nominated travellers on the Prize is subject to the terms, conditions and restrictions of the airline carrier, the accommodation provider and any other third-party service providers. The Prize Winner and its Nominated travellers agree to comply with all terms and conditions and any reasonable instructions given by such third parties.
 9. Other conditions may apply and will be advised at the time of booking.
 10. The Promotion is subject to these Specific Terms and the Standard Promotion or Competition Rules below.
 11. By entering this Promotion you have agreed to accept these terms and conditions, NZME's website terms of access and privacy policy.
 12. Please contact margaret.hawker@nzme.co.nz with any 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 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.

'**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.
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12. You consent to NZME sharing the personal information you have provided upon entry into this competition with third parties as required in order to provide the prize to you.
13. 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

14. Only the person who originally entered the Promotion can be awarded the prize (the '**Winner**').
 15. 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**').
 16. The Judge's determination of the Winner will be final and no correspondence will be entered into.
 17. 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.)
 18. 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.
 19. Where the Winner is required to claim the prize in person, they must provide proper identification (e.g. 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.
 20. 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.
 21. 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
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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

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

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