

Radio Hauraki \$100K G.O.A.T 2024

Radio Hauraki, brought to you by NZME Radio Limited (**Promoter**), together with Burger King New Zealand (**Sponsor**), is giving listeners the chance to play to win \$100,000 by voting for their favourite songs in the 2024 G.O.A.T Countdown (**Promotion**).

One person that votes will be drawn out and given the chance to play for the cash prize (the **G.O.A.T Contestant**).

The G.O.A.T Contestant will select from 20 envelopes. One envelope will contain a \$100,000 prize.

HOW TO ENTER

1. The Promotion starts 29th January 2024 and ends 18th February 2024 (**Promotional Period**).
2. To enter the Promotion and be eligible to win the Prize, a participant must be:
 - a. an eligible participant under the Promoter's Standard Terms and Conditions below; and
 - b. 18 Years of age or older.
3. To enter, participants must complete the form at <https://hauraki.mobi/> to vote for their greatest song of all time.
4. One participant will be drawn from all eligible voters and contacted on Friday 23rd February 2024 to be the G.O.A.T Contestant.
5. The G.O.A.T Contestant will be given the chance to play for the cash prize Friday 1st March 2024.
6. Participants may enter the Promotion only once during the Promotion Period. All duplicated entries will be void.
7. The Promoter may disqualify from the Promotion any entries that contain offensive or inappropriate behaviour or language, or that may damage the reputation of the Promoter, as determined by the Promoter in the Promoter's absolute discretion.

PRIZE

- Either a cash prize of NZ \$100,000.00, or a consolation prize if the winning prize envelope is not chosen.

WINNING THE PRIZE

1. One participant's name will be drawn from all voter entries during the Promotional Period at <https://hauraki.mobi/>. The draw will take place on Friday 23rd February 2024 between 4pm - 7pm. The participant drawn will be called on the phone number they provided with their

voting entry. Should there be no answer, a second voter's name will be drawn, with this process repeating until such time that a potential contestant answers their phone;

2. The potential contestant must be able to be present at the Promoter's address at 2 Graham Street, Auckland on Friday 1st March 2024 between 4pm and 7pm for the prize draw, which will be broadcast live on Radio Hauraki and iHeartRadio. If the selected contestant is unavailable for the specified date and time or does not agree to appear in the live broadcast, they will forfeit their place in the major prize draw. A subsequent potential contestant's name will be drawn, with this process repeating until such time that a voter is available to be present and will be confirmed as the G.O.A.T Contestant;
3. If required, the Promotor will provide the G.O.A.T Contestant with travel, transfers and accommodation to be present for the prize draw. Such travel, transfers, and accommodation will be at the Promotor's discretion. Accommodation, if provided, will be for one (1) night only;
4. The G.O.A.T Contestant must attend the prize draw in person and cannot send a proxy or nominated person on their behalf. The G.O.A.T Contestant is required to bring photo identification (e.g. driver's licence, passport) and produce this if requested by the Promoter;
5. To win a cash amount, the G.O.A.T Contestant will be asked to select ONE (1) of TWENTY (20) envelopes. ONE (1) envelope will include a cash prize amount of \$100,000; the other NINETEEN (19) envelopes will contain a consolation prize;
6. Only the FIRST envelope selected by the G.O.A.T Contestant will be allowed to be opened. Once the first selection has been made, at no time will the G.O.A.T Contestant be allowed to change their decision;
7. The G.O.A.T Contestant will then be asked to open their chosen envelope, and open it to reveal the prize amount assigned;
8. If the G.O.A.T Contestant has not selected the \$100,000 dollar cash prize, they will win a consolation prize.

OTHER TERMS

1. These terms and conditions, including the entry mechanism, Promotional Period and Prize, may be amended by the Promoter at any time. The Promoter reserves the right to terminate or extend the Promotion at any time.
 2. 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.
 3. To the extent permitted by law, the Promoter will not be liable to any person in any way in relation to this Promotion including, without limitation, for any loss or damage howsoever incurred (including but not limited to indirect or consequential loss), for death or personal injury howsoever suffered or sustained, in relation to the cancellation or postponement for
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any reason of this Promotion or in relation to the quality of goods or services supplied by any third party. The Promoter does not exclude any liability that cannot be excluded by law.

4. Any attempt to resell or auction all or any part of this Prize will result in an immediate cancellation of the Prize, with no right to compensation.
5. The Promoter may collect and use, for the purposes of the Promotion, personal information from you (for example your email address and other contact details). Such personal information may be shared with other service providers for the purposes of providing the Prize. You have the right to request access to and correction of your personal information (where such information is readily retrievable), by contacting the Promoter.
6. Participants 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, on air and in any other publications, websites and social media pages of the Promoter.
7. Please contact win@hauraki.co.nz with any queries.
8. The Promoter's decisions on all entry and Promotion matters are final and no correspondence will be entered into.
9. By entering the promotion, you have agreed to accept these specific terms and conditions, our standard promotion rules, our website terms of use and our privacy policy.

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 and flatmates;
- (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.
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 reserve the right to exclude any person from participating in the Promotion on reasonable grounds.
8. NZME reserve the right to refuse to award any prize to an entrant who NZME decide (at their discretion) have 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.
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 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
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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. 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. The prize will be sent out within 14 working days if not discussed otherwise.
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 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 reserve the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
23. NZME take 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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