

SPECIFIC TERMS AND CONDITIONS – FLAVA FUGITIVE

PROMOTION SUMMARY

- 1) Flava and NZME Radio Limited (the “**Promoter**”), are giving listeners the chance to win Return flights to the United States of America and a package trip to watch the NRL in Las Vegas for two (the “**Promotion**”).
- 2) The Promotion starts at 6am on 11th November 2024 and finishes at 9am on Thursday 12th December (the “**Promotion Period**”).
- 3) This competition is open to all NZ residents aged 18 years or over.

HOW TO ENTER

- 1) Listeners can enter by being the first person on the day to find our Flava Fugitive who will be hiding in different parts of Auckland from Monday – Friday, 7.30am - 9am throughout the promotion. The participant must say ‘Are you the Flava Fugitive?’ when they find them to be in the draw.
- 2) Participants must be eligible under the Standard Promotion or Competition Rules below.

WINNING THE PRIZE

- 1) One entry will be chosen at random on the following date from all of the previous week’s valid entries:
 - a) 13th December 2024
- 2) The winners will be notified by phone call.
- 3) If the Promoter is unable to contact the entrant drawn after two attempts, the Prize is forfeit and the Promoter may select another winner.
- 4) The Prize delivery details will be arranged directly between the Prize winners and the Promoter and are subject to the Prize winner promptly providing NZME with all information requested.
- 5) There will be a total of one x Prize winner during the Promotion Period.

PRIZE DETAILS

- Prize details as stated below (the “**Prize**”):
- Full package hosted by Boys Trip Tours
- Return Delta Airlines ‘Economy Class’ airfares departing Auckland to Los Angeles on Wednesday 26 February, returning Los Angeles to Auckland on Monday 3 March (landing back in AKL on Wednesday 5 March)
- All Los Angeles and Las Vegas airport transfers
- Friday Night 2-Hour Drinks & Nibbles Function
- NHL game tickets to LA Kings vs Vancouver Canucks on Wednesday 26th February
- 1 night’s 4-Star hotel accommodation at Hotel Indigo Los Angeles

- Return Southwest 'Economy Class' airfares departing Los Angeles to Las Vegas on Thursday 27th February, returning on Monday 3rd March
- 4 night's 5-Star hotel accommodation at MGM Park Las Vegas
- Transfers to/from Allegiant Stadium
- Silver match tickets to Allegiant Stadium on Saturday 1st March
- Tour hosted by former Kiwi's and Samoan league legend Nigel Vagana, plus members of The ACC (Alternative Commentary Collective) and Luke Kemey's from Boys Get Paid
- Fully hosted by experienced Boys Trip guides
- Cover More Travel Insurance
- The Prize is as stated, non-negotiable, non-transferable and cannot be exchanged.

OTHER

1. The Prize winner is responsible for providing their correct contact details.
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 winners.
3. The Prize will be forfeited if the Prize winner fails to provide their contact or bank account details or validly claim the Prize within 5 days from the end of the Promotion Period.
4. These Terms and Conditions (including the Promotion Period) may be amended and the Promotion terminated at any time by the Promoter.
5. The Promoter's decisions on all entry and promotion matters are final and no correspondence will be entered into.
6. Entry into this Promotion is deemed to be acceptance of these terms and conditions.
7. Participants grant NZME 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 NZME's websites, Facebook pages, on air and other publications of NZME.
8. The Promoter and the Sponsor will collect and use, for the purposes of the Promotion, personal information from you (for example your email address and other contact details). Participants consent to the Promoter sharing their personal information with the Sponsor for the purposes of the Promotion and for the purpose of the Sponsor providing you with information about the Sponsor's products and services.
9. Any personal information provided to the Promoter and/ or Sponsor will be collected, held and used in accordance with the respective privacy policies of each:
 - [Promoter's privacy policy](#); and
10. You have the right to request access to and correction of your personal information (where such information is readily retrievable) by contacting the Promoter (flava@flava.co.nz)
11. The Promotion is subject to these Specific Terms and the Standard Promotion or Competition Rules below.
12. By entering into this Promotion you have agreed to accept these terms and conditions, the Promoter's website terms of access and privacy policy.
13. Please contact flava@flava.co.nz with any queries.

SPECIFIC BOYS TRIP TOURS (BTT) TERMS AND CONDITIONS

Documentation

- Travel documents and all tickets and vouchers will be distributed approximately 7
- working days after payment in full has been received.
- It is important that you check all of the documentation handed to you in relation to your
- proposed travel and accommodation, to ensure it fully meets your requirements and there
- have been no misunderstandings.
- BTT will not accept responsibility for any documents subsequently altered without its
- consent.

Flights

- Voluntary stops en-route are not permitted, but may be available at an additional cost.
- As airlines reserve the right to alter schedules, BTT cannot be held responsible when
- confirmed flights are subsequently changed.
- Once issued, airlines tickets (paper or electronic versions) are non-refundable and nontransferable.
- Business and First Class upgrades may be available at your request. Bookings will be
- subject to availability.
- Special add-on fares are available from other New Zealand centres. Please contact us if
- you require assistance in this regard.

Passport and Visa Requirements

- You will need a current New Zealand passport to travel overseas, with a validity of 6 months or more after the date upon which you are scheduled to return to New Zealand.
- If you have a passport from another country, have a previous criminal conviction, or a contagious disease, a visa may be required. It is your responsibility to secure any visa prior to travel. If you are in any doubt please contact BTT, who will be pleased to assist.
- Re-entry visas will be required for travellers leaving New Zealand holding a foreign passport. It is your responsibility to ensure you have the correct documentation in place to ensure your return to New Zealand.

Vaccinations and Health

- Certain countries require and/or recommend that travellers be vaccinated against specific diseases. Please check with your doctor and/or the Embassies concerned to satisfy yourself as to whether your destination has any requirements or suggestions in this respect.
- It is your responsibility to ensure your own health with regards to vaccinations and/or decisions to travel to at risk areas. You may wish to visit the World Health Organisation's website, www.who.int/en, for more information.

Travel Insurance

- BTT strongly recommend you insure yourself against loss of deposits (in unforeseen circumstances), misplaced baggage, medical expenses etc. We would be pleased to provide details of our Insurance option on request.
- Should you wish to arrange your own travel insurance, you may do so, and advise us that you are covered.

Event Tickets

- BTT cannot be held responsible where event ticket quality does not meet your, or your clients, personal expectations.
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Extend your Stay

- We encourage you to extend your stay or travel to onward destinations. Extra night charges can be discussed at the time of booking, or arranged subsequent to your booking for an amendment fee that we will let you know in advance.

Accommodation

- Bonds or credit card imprints may be required by accommodation suppliers, where they are providing a telephone, mini-bar and/or other facilities in the guest room. These are usually requested at time of check-in.
- As room allotments are limited, your preferred hotel, backpackers or other accommodation may not be available. In this case we will offer alternatives to you.

Items Not Covered

- Unless otherwise specified, the costs of meals, drinks, laundry, and items of a personal nature are not included.

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
- (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.
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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. 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.
12. 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.
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 (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.
 20. The Winner takes the Prize entirely at his/her own risk and indemnifies NZME in respect of any claim for any accident,
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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 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
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- 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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