

## **SPECIFIC TERMS:**

### **Win a Trade Site at The Royal A&P Show of New Zealand.**

NZME (the '**Promoter**') is offering listeners to John MacDonald Canterbury Mornings on Newstalk ZB Canterbury the opportunity to win a trade site at the Royal A&P Show. Simply register your details on the competition page at [newstalkzb.co.nz/win](http://newstalkzb.co.nz/win) during the Promotion Period to be in the draw to win, thanks to the Royal A&P Show.

(The '**Promotion**').

### **Promotion Period**

The promotion opens on 18 August 2025 and closes at midday on Friday 29 August 2025 (the '**Promotions Period**').

### **How to Enter**

1. To enter the Promotion participants must:
  - a. Complete the registration form on the competition page at [newstalkzb.co.nz/win](http://newstalkzb.co.nz/win) during the Promotion Period, including all required details such as contact information, business credentials, and a brief explanation of why they deserve a trade site at The Royal A&P Show.
  - b. Be able to arrange transport for themselves, their business, and any necessary equipment to and from the Royal A&P Show of New Zealand, taking place from 13 to 15 November 2025.
  - c. Be at least 18 years of age at the time of entry.
  - d. Hold a valid business license.
  - e. Meet all eligibility requirements outlined in these Specific Terms, the Standard Promotion or Competition Rules below, and the Royal A&P Show of New Zealand Terms and Conditions below.

### **Prize Details**

1. The prize consists of one standard trade site at The Royal A&P Show of New Zealand between 13 and 15 November 2025 (the '**Prize**').
2. The Prize is strictly as described.
3. The Prize is non-transferable, non-exchangeable, and cannot be redeemed for cash.
4. There will be one Prize winner drawn. The Prize winner is solely responsible for any and all costs associated with claiming or using the Prize, including but not limited to accommodation, transportation, meals, insurance, and any other incidentals or expenses. No additional benefits or reimbursements will be provided by the Promoter.
5. Any attempt to transfer, exchange, sell, or auction all or any part of the Prize will result in immediate cancellation of the Prize.

## Winning the Prize

1. On 1 September 2025, the Prize winner will be randomly drawn by the Promoter from all eligible and valid entries received during the Promotion Period. The decision of the Promoter will be final in determining the winner of the Promotion.
2. Between 9am and 12pm on 1 September 2025, the Promoter will notify the Prize winner by phone call (to the number provided) during John Macdonald Canterbury Mornings on Newstalk ZB.
3. The Promoter will attempt to contact a participant a maximum of two times via phone call using the details provided at the time of entry. If the participant does not answer, an alternative entry will be contacted, at the sole discretion of the Promoter. This process will continue until a Prize winner is successfully contacted.
4. If the Promoter becomes aware at any time, including after the Prize winner has been announced, that the Prize winner has not complied with all terms and conditions referred to in this document, the Promoter may disqualify the contestant from the Promotion and the Prize awarded by the Promoter will be forfeit.
5. The Prize winner will promptly provide the Promoter with all information requested.

## Other Terms

1. By entering this Promotion, you agree to accept these Specific Terms, the Standard Promotion or Competition Rules below, NZME's website terms of access and privacy policy, and the Royal A&P Show of New Zealand Terms and Conditions below.
2. The Promoter may amend these Specific Terms (including but not limited to the entry mechanism, Promotional Period, and Prize) and the Standard Promotion or Competition Rules at any time. The Promoter reserves the right to terminate or extend the Promotion at any time.
3. The Promoter's decisions on all Promotion matters are final and no correspondence will be entered into.
4. The Promoter accepts no responsibility for any loss, damage (including indirect or consequential loss), death, or personal injury suffered or sustained in connection with this Promotion, including the cancellation or postponement of the Prize or the quality of goods or services supplied by any third party – except where such liability cannot be excluded by law.
5. Participants may be required to participate on-air. If the Promoter believes, in their absolute discretion, that the contestant may use offensive or inappropriate behaviour or language, or the contestant does anything that may damage the reputation of the Promoter, the Promoter may disqualify the contestant from the Promotion and any Prize awarded by the Promoter will be forfeit.
6. The Promoter will 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). Any personal information provided to the Promoter will be collected, held and used in accordance with the Promoter's [privacy policy](#).

7. 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 (including the Promoter's websites, social media, on air, and other publications). Participants waive any claims to royalty, right or remuneration for such use.
8. If the Prize becomes unavailable due to circumstances beyond the Promoter's control – including but not limited to natural disasters, acts of terrorism, public health emergencies, or government restrictions - the Promoter and its associated promotional partners will not be liable to provide a replacement Prize.
9. Please head to [newstalkzb.co.nz/contact/contact-us-form/](http://newstalkzb.co.nz/contact/contact-us-form/) with any queries.

## **Royal A&P Show of New Zealand Terms and Conditions – “(Trade Site)”**

These Terms and Conditions (“Terms”) set out the terms on which Event Hire Show Management Limited (“we”, “us”, or “our”) sells and provides sites (“sites”) to exhibitors (“Exhibitors”) to trade and/or exhibit at the Royal A&P Show of NZ (the “Show”). Please read these Terms and Conditions carefully before booking a site.

### **1.0 SITE APPLICATIONS**

1.1 By Winning a site and/or submitting a Trade Application Form to us, Exhibitors accept and agree to comply with these Terms.

1.2 In order to book a site, Exhibitors must submit a Trade Application Form to us. We may accept or decline any application at our sole discretion. Once we have accepted the Exhibitor's Trade Application Form, we will send a confirmation email to confirm the Exhibitor's site as well as a deposit invoice.

1.3 Exhibitors selling food from a stall/vehicle must include photo(s) of their stall/vehicle(s) and a copy of their current Food Safety Certificate before the event.

1.4 Exhibitors warrant that all information provided in their Trade Application Form is true, complete, and accurate to the best of their knowledge. Exhibitors acknowledge that any false, incomplete, or inaccurate information provided to us may result in the rejection of their Trade Application Form or cancellation of their confirmed site.

### **2.0 PAYMENT OF FEES**

2.1 All Exhibitor fees must be paid in full no later than 13 August 2025.

2.2 If Exhibitor fees are not paid by 13 August, the Exhibitor's site may be offered for resale.

2.3 All Exhibitor admission tickets (“Exhibitor Passes”) and vehicle passes (“Parking Passes”) will be available once final payment is received and the health and safety requirements set out in these Terms have been fulfilled.

### **3.0 SHOW DAYS**

3.1 The Show will be open to the public on Thursday 13th, Friday 14th and Saturday 15th November 2025 (the “opening days”).

3.2 The gates will open to the public at 9.30am and close at 4.30pm on the opening days (“Show hours”).

3.3 Exhibitors must ensure their site is staffed and fully operational during the Show hours. Exhibitor's personnel must be in attendance at the site between 9am to 5pm on the opening days of the Show.

### **4.0 EXHIBIT AND SITE REQUIREMENTS**

4.1 Our Event Manager and/or any other person(s) appointed by us, have the power to enter an Exhibitor's site at any time and remove any item, article, sign, picture or printed matter which

in our opinion may cause offence to the public, is not consistent with the Show, or does not comply with these Terms.

4.2 Exhibitors must display their company, organisation or individual name and site number, minimum A4 size, in plain view for identification purposes.

4.3 The Showgrounds will be marked out prior to the Show and sites will be able to be set up from 9am Wednesday 5 November 2025 for outside/uncovered sites, however Exhibitors acknowledge that security for the Showgrounds starts on Saturday 8 November at 6pm. All inside/covered sites are available for setup from 9am Monday 10 November 2025.

4.4 All sites must be set up by 7pm Wednesday 12 November 2025 (except for sites in the Market Pavilion, Wool Pavilion, Science & Innovation and Wine & Food Pavilion, in which case these sites must be set up by 5pm on Wednesday 12 November 2025).

4.5 All sites will be measured using the Canterbury Agricultural & Pastoral Association's measuring wheel. This measuring wheel will be the official measurement tool for all sites.

4.6 All excavations and tent pegs, etc. must be placed 2 metres inside all roadway curbing. All Canterbury Agricultural Park ("Park" or "Showground") services (e.g. power, water and irrigation) are situated underground. Exhibitors are required to contact Operations Manager, Andy Phillipson, at [operations@theshow.co.nz](mailto:operations@theshow.co.nz), prior to driving any pegs or making any excavation on their sites as in many cases services are buried within the boundaries of a site. If an Exhibitor causes damage to underground services and has not checked the location of the underground services, with the Operations Manager, or otherwise followed these Terms or the Operation Manager's instructions, they will be liable for all costs to repair the damage. An underground services map document will be available to Exhibitors prior to the Show, for a guideline when planning site displays. Exhibitors must communicate to their personnel about the dangers of high voltage power cables underground and the requirement to liaise with the Operations Manager.

4.7 Outdoor Exhibitors must take all steps to ensure their site is returned to its original condition within 10 (ten) days following the closure of the Show to the public. Failure to do so will result in the Exhibitor being liable to pay costs as set out in clause 15.4 (below) and/or we may require the Exhibitor to pay a bond for subsequent events.

4.8 The use of amplifiers or loud speakers by Exhibitors is at our sole discretion. At any point during the Show, we can instruct Exhibitors to stop using amplifiers or loudspeakers, and, if necessary, remove them.

4.9 Where sites within the Market, Wool, Science & Innovation Pavilion and Wine & Food Pavilion are partitioned; the cost of partitions is included in the site fees. (2.3m high)

4.10 We have adopted standard recycling protocols. Exhibitors are required to comply with recycling instructions at the Show. Any Exhibitor leaving rubbish on sites will be liable for a fine of \$500 as well as any costs incurred by us to remove the rubbish.

4.11 Exhibitors cannot distribute any printed material from any location on the Showgrounds except from within the boundaries of their own site, unless prior written permission is granted by the Event Manager.

4.12 No animals (including dogs), except those entered in the Show Catalogue, included as part of a display (with our prior written consent), or guide dogs, will be allowed on the Showgrounds.

4.13 Where live stock form part of an Exhibitor's display, the Exhibitor is responsible for:

(a) Ensuring all stock have completed all TB testing requirements as per Animal Health Board testing regulations; and

(b) Ensuring all stock are identified in accordance with current National Animal Identification and Tracing (NAIT) legal requirements. For more information call 0800 624 843 or visit [www.nait.co.nz](http://www.nait.co.nz).

4.14 Any Exhibitor including sheep as part of its display must include a Brucellosis Certificate with their Trade Application Form.

4.15 Any Exhibitor's alpacas and/or llamas included as part of a display must belong to a clear TB herd where whole herd testing is performed in accordance with the AANZ Voluntary TB Scheme and the Exhibitor must include a TB certificate with their Trade Application Form.

4.16 Exhibitors will be liable for all costs and damages caused to any feature marquee or any of our property by the Exhibitor, their officers, employees, contractors or agents, or their display. Exhibitors are to take due care in setting up and dismantling sites. If partitions are not returned in the condition in which they were delivered to the Exhibitor, we and/or Peek Display retain

the right to charge the cost of repair or replacement to the Exhibitor.

## 5.0 ELECTRICITY

5.1 Power is not included in site fees.

5.2 Our electrical contractor is D Reynolds, Christchurch. Mobile 0274 440 119, after hours (03) 348 5955. The cost of connecting power to the Exhibitor's site is additional.

5.3 Exhibitors are advised to confirm their site connection soon after acceptance of their Trade Application Form. If your power details are correct on your invoice you don't need to do anything else. If they are not correct please contact [trade@thechristchurchshow.co.nz](mailto:trade@thechristchurchshow.co.nz). If you have high power requirements (e.g. 30AMP/3 Phase) you will book power directly with the Show electrician, Daaron Rerynolds at 03 348 5955, 0274 440 119 or [accountsdreynolds@snap.net.nz](mailto:accountsdreynolds@snap.net.nz)

5.4 All portable electrical equipment on site must have a current electrical test and tag, complying with NZS3760 wiring regulations. All catering caravans (outside food sites) must have a current electrical WOF NZS3019. Generators are not permitted except where approved by the Show.

## 6.0 INSURANCE AND SECURITY

6.1 Exhibitors are advised to arrange insurance cover for their own property.

6.2 Unless otherwise agreed by us, all Exhibitors must have public liability insurance for an amount not less than \$2,000,000 (two million dollars) for any one claim or series of claims arising out of the same event relating to these Terms. Exhibitors must present us with proof of this cover if requested. To the maximum extent permitted by law, we will not be responsible for any claim against, or by, another Exhibitor.

6.3 The Park will be patrolled by security guards from Saturday 8 November 2025 at 6pm through to 6am Monday 17 November 2025 inclusive (during non-Show hours). During Show hours, security issues must be directed to Show Management or directed to Police if there is an emergency.

6.4 Pack out on Sunday 16 and Monday 17 November, will be through the Curletts Road gate only for security reasons. Exhibitors must display a Parking Pass to gain entry for pack in and pack out.

6.5 To the maximum extent permitted by law, we will take all reasonable care but will not be responsible for any costs, losses, injury, inconvenience or damage incurred at the Show, whether incurred during Show days or outside of Show days.

## 7.0 VEHICLES

7.1 Exhibitors will be given Parking Passes as per the allocation table in the Trade Pack.

7.2 Car parking is available for Exhibitors in a designated car parking area free of charge for the duration of the Show. All vehicles require a valid Parking Pass to enter. Entry is via Curletts Rd entrance, where you will turn left and follow the parking direction signage or traffic staff.

7.3 Parking Passes do NOT allow parking inside the event area of the Showgrounds during the time of the show, between 9.30am and 4.30pm.

7.4 All Exhibitor vehicles must be parked in the Exhibitor car parking area by 9am each Show day.

7.5 You can access the event area of the show grounds, and your exhibitor site before 9am and after 5pm on Show days.

7.6 No vehicles are permitted to remain inside the Showgrounds during Show hours unless on the Exhibitor's site as part of the overall display or for storage and only by prior agreement. Failure to comply will result in the vehicle being towed at the Exhibitor's expense.

7.7 Ignition keys must be removed from all vehicles not actually in use within the Showgrounds.

7.8 All vehicles inside the Showgrounds must have their Exhibitor name displayed in the front windscreen.

7.9 Maximum vehicle speed on roads in the Showgrounds during the Show is 5km/h. All roads within the Showgrounds are for pedestrian access. Vehicles must give way and drive with extreme caution.

7.10 Public safety is paramount – No unauthorised vehicles are to be driven inside the

Showgrounds between 9am and 5pm during Show days.

## 8.0 EXHIBITOR ADMISSION

8.1 To enter the gates on Show days, Exhibitors must have an Exhibitor Pass.

8.2 Exhibitor Passes will be allocated after full payment of fees and completion of the health and safety requirements set out in these Terms. For further details on allocation of Exhibitor Passes refer to the table in the Trade Pack.

8.3 Sub-Let Exhibitors, as approved by the Show, will receive one 3 Day Exhibitor Pass.

8.4 Exhibitors can purchase additional Exhibitor Passes at a discounted price of \$10 for a 3 Day Exhibitor Pass and \$10 for a 3 Day Parking Pass (these prices are GST inclusive and have limited numbers).

## 9.0 COMPLIANCE WITH HEALTH AND SAFETY AND LEGAL REQUIREMENTS

9.1 Exhibitors must comply with our H&S policy which may be updated from time to time. Exhibitors must complete a health and safety declaration prior to attending the Show and attend an online health and safety briefing.

9.2 Exhibitors must follow the instructions of all Show staff and security personnel.

9.3 Exhibitors must comply with all applicable laws, rules and regulations, including without limitation all local body bylaws, and laws which govern the erection of structures, sale of liquor, the display and/or sale of machinery, vehicles and/or other products or goods of the Exhibitors and the Civil Aviation Authorities' Safety Regulations. Exhibitors must ensure they have all the necessary permits and licences required to operate their site.

9.4 Exhibitors are responsible for preparing, implementing and monitoring a health and safety plan of their site by identifying, isolating and managing any potential hazards for their Site and staff, volunteers, contractors and the public.

9.5 Exhibitors are responsible for briefing all personnel working on their site regarding the health and safety requirements and plan for their site.

9.6 Exhibitors are required to have a suitable, approved fire extinguisher on their site at all times, if flammable materials are present.

9.7 Any Exhibitor using flammable liquids on their site must seek approval in writing from the Event Manager prior to the Show commencing.

9.8 All Exhibitors using a heating appliance or apparatus must provide an appropriate non-flammable separation area of at least two metres wide between the public and the apparatus.

9.9 There is to be NO SMOKING OR VAPING inside or on any Exhibitor site, marquee, Pavilion or Showground buildings.

9.10 No Exhibitor shall install or maintain any LPG container greater than 15kg without having a Certified Gas Fitters Certificate. All compressed gas cylinders must be secured against tipping and must have snap couplings.

9.11 Each Exhibitor must keep all items, displays, equipment and signs within their allocated site boundaries.

9.12 All tent and marquee pegs, and other dangerous spikes or protruding objects on Exhibitor's sites must be covered with sand bags or shrubs.

9.13 The Event Manager reserves the right to order immediate removal from the Showgrounds of any item, material or exhibit it considers dangerous, offensive or unmanageable.

9.14 Exhibitors must ensure that they keep walkways clear and no dangerous equipment or chemicals are accessible to the public.

9.15 Exhibits cannot be removed from the Showgrounds until after 5pm on Saturday 15 November 2025.

9.16 First aid stations are indicated on the Show site map.

9.17 Accidents and hazards must be immediately reported to the Event Manager at our Showground office.

9.18 Any Exhibitor providing their own marquee over 100sqm or any structure over 100sqm is required to have all necessary licences and permits.

## 10.0 ALCOHOL AND CORPORATE HOSPITALITY SITES

10.1 Exhibitors must inform the Event manager of any intention to sell alcohol, and approval is at the Shows discretion. Exhibitors must comply with all applicable liquor licensing laws, rules



and regulations. Under the Sale and Supply of Alcohol Act 2012, Exhibitors selling alcohol from their sites are required to apply for a special licence from the Christchurch City Council ("CCC") District Licensing Committee at least 20 working days prior to the Show. Further information and application forms are available at [www.ccc.govt.nz](http://www.ccc.govt.nz) or from the Event Manager. Exhibitors must provide us with their completed application and we will consolidate Exhibitors' applications and forward them to CCC on the Exhibitors' behalf. Exhibitors serving alcohol on corporate hospitality sites do not require a special licence, unless such Exhibitors are selling tickets to an event on their site, where alcohol is provided. Exhibitors must let us know if they are doing this.

10.2 We reserve the right to restrict alcohol sales to specific brands as determined by any signed sponsorship agreements. Or as on-licence or off-licence sales as fits the Event plan.

10.3 On site catering for Exhibitor's sites can be provided by our preferred Show caterers. Exhibitors can contact the Event Manager for details.

#### 11.0 FOOD AND FROZEN CONFECTIONERY

11.1 The sale of food or confectionary products, other than from licensed providers, is prohibited.

11.2 Exhibitors preparing and/or selling food at the Show are required to have a CCC Food Licence, or equivalent from other councils. Further information is available from CCC Environmental Health (Ph 03 941 8927).

11.3 We reserve the right to restrict Exhibitors from selling or distributing any frozen confectionery, slushies and/or ice cream product in accordance with any signed sponsorship agreement.

#### 12.0 RAFFLE TICKETS AND SILLY STRING

12.1 Raffle tickets can be sold by not-for-profit organisations provided it is sold from their site and such organisations have prior written approval from us.

12.2 Silly string (plastic string sprayed from an aerosol can), balloons, and glitter are discouraged at the Show. We reserve the right to restrict the sale and/or use of such items where these items are causing a nuisance, offence or hazard.

#### 13.0 ADVERTISING

13.1 Sponsorship and advertising opportunities are available for Exhibitors and can be negotiated by contacting our Event Manager.

13.2 Exhibitors will be forwarded information on any advertising opportunities in newspaper features/supplements. The publication will contact Exhibitors directly regarding advertising opportunities.

#### 14.0 USE OF EXHIBITOR INFORMATION

14.1 By completing a Trade Application Form, or otherwise disclosing information to us, the Exhibitor acknowledges and agrees that:

(a) We use Exhibitor's details provided to us to prepare materials or information regarding the Show;

(b) We disclose Exhibitor's details to the media and other third parties for advertising and marketing purposes, including for use in compiling advertising materials and publications for the Show, such as the Show newspaper, supplements, for human interest stories, and the Show programme;

(c) We disclose Exhibitor's details to reputable third parties that receive or require Show resources; and

(d) Exhibitor's details provided to us on the Trade Application Form will be directly transferred and used in the Exhibitors' listing. Exhibitors must clearly indicate any information that it does not want included in such publication.

14.2 These Terms should be read in conjunction with our privacy policy, which you can locate [here](#).

#### 15.0 REMOVAL OF EXHIBITS

15.1 Dismantling of sites may take place any time after 5pm Saturday 15 November 2025 once

the Show is closed to the public. To minimise risk to Exhibitors, on Sunday 16 and Monday 17 November 2025, Curletts Road is the only entrance and exit gate that Exhibitors can use for security reasons.

15.2 Displays must be completely removed from the outdoor sites by Thursday 20 November 2025. Exhibitors Acknowledge and agree that security outside of Show hours finishes at 6am on Monday 17 November 2024.

15.3 Exhibitors with sites in Feature Marquees, including the Market, Wool, Science and Wine and Food Pavilion must remove all displays and site items by 12 noon on Sunday 16 November 2025.

15.4 Exhibitors whose items remain on the Showgrounds at the end of 10 (ten) days from the closure of the Show to the public will be liable for any costs incurred (legal or otherwise), plus a storage fee of \$50+GST per day until the items are removed from the Showgrounds.

15.5 Any contamination or damage to sites caused by Exhibitors or their displays will be the responsibility of the Exhibitor to rectify (at the Exhibitor's cost).

## 16.0 CANCELLATION

16.1 In the unlikely event we cannot operate some or all of the Show due to adverse weather conditions, or if some or all of the Show cannot take place due to an event, circumstance or situation outside of our reasonable control (including any act of God, natural disaster, pandemic, government sanction or an order of the New Zealand Police), we will give notice to the Exhibitor specifying that some or all of the Show is either cancelled or postponed.

16.2 To the maximum extent permitted by law, we will not be liable to the Exhibitor or any other third party for any costs, losses, damage or inconvenience whatsoever as a result of the cancellation or postponement of some or all of the Show in the above circumstances.

16.3 Whether or not any fees will be refunded to Exhibitors as a result of cancellation or postponement of some or all of the Show is at our sole discretion.

## 17.0 EXHIBITOR CANCELLATIONS

17.1 An Exhibitor may cancel a confirmed site booking by emailing [trade@thechristchurchshow.co.nz](mailto:trade@thechristchurchshow.co.nz). If an Exhibitor cancels a site booking:

(a) Prior to 5 pm on 15th October 2025, Exhibitors may apply for a refund less a \$250 management fee. Any refund of the remaining balance will be at our absolute and sole discretion; or

(b) After 5 pm on 15th October 2025, we shall retain all monies received and seek payment of all further monies owed under these Terms.

17.2 We reserve the right to cancel an Exhibitor's site booking, retain any monies paid and seek all monies owed under these Terms, if the Exhibitor infringes any of these Terms.

## 18.0 LIMITATION OF LIABILITY

18.1 To the maximum extent permitted by law, we, and our officers, employees, contractors and agents, exclude all liability (whether in contract, tort (including negligence) or otherwise), to Exhibitors or any of their officers, employees, contractors or agents for any loss, liability, damage, costs, expense or claim (including any loss of income, loss of actual or anticipated profits, loss of business, loss of anticipated savings, loss of goodwill or loss of reputation or any direct, indirect or consequential loss or damage of any kind) except where the liability arises as a direct result of our fraud, wilful misconduct, or negligence.

18.2 To the maximum extent permitted by law, we exclude all warranties.

18.3 Exhibitors shall indemnify and hold harmless, us, our officers, employees, contractors and agents from and against any and all third party claims, liabilities, losses and expenses (including all associated actual legal costs), due to, arising out of or in connection with, the Exhibitor's violation of these Terms.

## 19.0 DISPUTE RESOLUTION

19.1 In the event a dispute arises, both parties shall meet and endeavour to resolve such dispute by good faith negotiation as soon as practicable after the dispute first arises.

19.2 If the parties are unable to resolve the dispute by negotiation, either party may refer the dispute to the determination of a single arbitrator appointed by the mutual agreement of the



parties.

19.3 If the parties cannot agree on an arbitrator within three (3) working days of attempting to do so, either party may apply to the New Zealand District Law Society to appoint an independent arbitrator. Both parties agree this appointment will be binding on them.

19.4 Any dispute referred to arbitration pursuant to clause shall be determined in accordance with the provisions of the Arbitration Act 1996.

## 20.0 GENERAL CONDITIONS

20.1 Any delay or failure to enforce or exercise our rights under these Terms does not mean we have waived those rights.

20.2 If any provision of these Terms is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

20.3 We and any of our officers, employees, contractors and agents may deliver notices to Exhibitors by sending them via email or post to the email or postal address set out in the Trade Application Form or by delivering them in person to an officer, employee or representative of the Exhibitor.

20.4 These Terms are governed by, and construed in accordance with, the laws of New Zealand.

## Standard NZME Promotion 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 – o n l i n e , 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.
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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 the NZME Privacy policy 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 (e.g. 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
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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'): (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.

(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.

(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.

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(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 short code, 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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