

## SPECIFIC COMPETITION TERMS MERCEDES-BENZ/ VIVA COMPETITION

1. The promoters are both jointly NZME Limited (publishers of Viva.co.nz), 2 Graham Street, Auckland 1010 & Mercedes-Benz New Zealand Limited (Mercedes-Benz), 9 Pacific Rise, Mt Wellington, Auckland, 1060 (together being the "Promoter").
2. Information on how to enter the Competition and the Prize form part of these terms and conditions. Any entry not complying with these terms and conditions is invalid.
3. Subject to paragraph 4 of these terms and conditions, entry is open to all New Zealand residents over 18 years of age and who hold a current New Zealand passport.
4. Employees (and their immediate families) of the Promoter and their agencies associated with the Competition and Mercedes-Benz's dealers are ineligible to enter.
5. The Competition commences on Tuesday 6th March 2018 at 11.00AM and closes on Thursday 15th March at 10am ("Competition Period").
6. To enter the Competition, entrants must go to [www.viva.co.nz/Mercedes-benz](http://www.viva.co.nz/Mercedes-benz) and enter their details (within the Competition Period).
7. The completion and submission of details is deemed acceptance of the terms and conditions of entry in relation to the Competition.
8. The Prize consists of the following for one winner and one host from Viva:
  - Return economy airfares ex Auckland, Wellington and Christchurch nominated by MBNZ on an airline of MBNZ choice to be booked by MBNZ on behalf of the winner and host;
  - Entry to the Mercedes-Benz Ladies Luncheon including full hospitality, from 11:30am on Thursday 22nd March;
  - Accommodation at the Grand Hyatt, Melbourne on the night of Thursday 22nd March;
  - Return transfers to and from Melbourne airport and the accommodation;
  - Return transfers to and from the accommodation to the Mercedes-Benz Ladies Luncheon
9. It is the responsibility of the winner to provide their own travel insurance and any requisite visas, vaccinations and travel documentation, which meet the requirements of immigration and other government authorities at Australia. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities, will be the sole responsibility of the winner.
10. Except for the fulfilment of the Prize as outlined in paragraph 8 all other expenses associated with redemption of the Prize is to be met by the winner, including spending money, additional meals, taxes, insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs.
11. The winner will be required to provide their own valid credit card upon arrival at the Grand Hyatt, to cover any of their own in-room charges.
12. In no circumstances will the Prize be redeemable as cash and the Promoter will not be obliged to compensate the winner in anyway if they are unable or unwilling to attend all or any part of the Prize.
13. In accepting the Prize, the winner agrees to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winner agrees to grant the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media and the winner will not be entitled to any fee for such use. The winner may be required to confirm their agreement to these terms and conditions again before receiving the Prize.
14. Each entrant acknowledges and agrees that:
  - a. the Competition is administered by the Promoter;

- b. he or she is providing information to the Promoter and the Promoter may disclose such information to any third party as required by law; and
  - c. to the fullest extent permitted by law, the Promoter (including its officers, employees, and agents), will not be liable in any way (including negligence) for any loss or damage (including the loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Competition and accepting the Prize.
15. The Promoter expressly reserves the right to resolve any discrepancies, disputes or otherwise unforeseen circumstances as it deems fit and the Promoter's decision will be final and binding. No correspondence will be entered into. The Promoter expressly reserves the right to change or alter these terms and conditions at any time.
  16. The Promoter reserves the right to refuse to award the Prize to any entrant who the Promoter (in its sole discretion) believes has gained an unfair advantage in participating in the Competition or won using fraudulent means.
  17. All entries are deemed received at the time of receipt NZME.'s database and NOT at time of transmission by the entrant. NZME.'s records are conclusive as to time of receipt. Late, misdirected, illegal, incomplete or illegible entries are invalid. NZME is not responsible for such entries nor for any error, technical malfunction, loss, omission, communications delay or failure.
  18. If the Competition is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel the Competition or to disqualify any individual who has tampered with the entry process.
  19. In accordance with the Privacy Act 1993, NZME Ltd collects and holds personal information to conduct the promotion, notify prize winners, verify prize winners' identities and may be used by NZME Ltd, and Mercedes-Benz NZ Ltd for future promotional activities, including (where consented to) sending the entrant emails. Individuals have right to access and request correction of their personal information held by NZME Ltd, and Mercedes-Benz NZ Ltd by calling 0800 100 888.
  20. Entrants are identified by the email address used to enter the Competition. The Prize will be awarded to the holder of the email address from which that entry was submitted. The Promoter takes no responsibility for disputes over the ownership on an email address.
  21. The winners agree to comply with the Attendance Conditions to the Event available at [grandprix.com.au](http://grandprix.com.au) and displayed at entrances to the Event.

## 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, GrabOne 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.
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'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](http://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**').
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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 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. 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.
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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**

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

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