

GOLD “BRUCE SPRINGSTEEN”**Specific Terms and Conditions****Description**

GOLD, which is brought to you by NZME Radio Limited (the “Promoter” or “GOLD”), is presenting **GOLD “BRUCE SPRINGSTEEN”** (“Promotion”). To participate you must listen to GOLD for the *Cue to Call* activator. You have a five (5) minute entry period to text “**BOSS**” to 9611 (Standard SMS text charges will apply and depend on your particular plan or agreement with your phone service provider. This fee is a carrier charge and not charged by NZME.). The Grand Prize is a trip for two flying United Airlines to Vancouver to see Bruce Springsteen in concert on Friday 22nd November 2024.

Promotional Period

The Promotion starts on Monday 12th August 2024 and ends on or before Monday 23rd September 2024. The competition runs Monday – Friday) in New Zealand between 7:15am and 5.15pm. Public holidays (including regional anniversary days) are not included.

How to Enter:

To be eligible to enter the Promotion, you must be:

1. 18 years of age or older;
2. Heard the *Cue to Call* activator;
3. Texted “**BOSS**” to 9611 during the five (5) minute entry period;
4. Be selected to go in the Grand Prize Draw;
5. Entries are restricted to ONE (1) entry per person, per day;
6. At various times across the Promotional Period the Promoter may open alternative forms of entry. This may include but is not limited to entries via phone, at live events, or iHeartRadio *Talkback*. The Promoter reserves the right to give away bonus entries to registered iHeartRadio users via the iHeartRadio app.

How to Win:

- Each play ONE (1) text entry will be randomly drawn to be entered in the Grand Prize Draw.
- On the final day of the Promotion Period (Monday 23rd September 2024, between 9-10am), ONE (1) winner will be randomly selected by the Promoter from all valid entries.
- To be confirmed as the Grand Prize Winner, our call to the designated contact phone number must be answered within SIX (6) rings or prior to the answerphone message playing. If the call is not answered as prescribed, additional winner names will be drawn, in succession, until an entrant successfully answers their phone as stipulated.
- Entrants may be required to go through an eligibility checklist off air (at the absolute discretion of the Promoter). If the entrant does not meet the Promoter’s eligibility requirements, they will not go to air. A re-draw will then be held.
- **You must be available to travel to Vancouver between Wednesday 20th and Monday 25th November 2024;**
 - Are eligible to enter USA and Canada.
- The Prize winner and their guest agree and accept that travel is taken at their own risk.

- Eligible under NZME's Standard Promotion or Competition Rules below.

Please be aware that if you are listening on iHeartRadio broadcast content is delayed. Listeners who stream content will hear a delayed cue to call.

Prize

- The Grand Prize is two tickets to Bruce Springsteen's concert performance at Rogers Arena, Vancouver, Friday 22nd November 2024.
- Return economy airfares for two flying United Airlines to Vancouver (via San Francisco):
Wednesday 20 November
15:50 Auckland – San Francisco, San Francisco – Vancouver

24 November
19:15 Vancouver – San Francisco, San Francisco – Auckland (arriving Auckland Monday 25th November 09:15)
- FOUR (4) nights stay in twin share accommodation.
- **The prize does not include travel insurance, passports, visas (ESTA), meals, or any other costs of a personal nature.**

Total Prize Value: Up to \$10,000.

Special Conditions

These additional conditions apply to the conduct of **"Bruce Springsteen"**.

1. If the Prize winner or companion has a criminal record and is denied entry into the US or Canada; or encounters any visa issues on route; The Promoter, and/or United Airlines are not responsible or liable in any way for inability to enter the United States or Canada.
 2. The Prize winner and guest are responsible for obtaining all required passports, travel documents, visas and complying with all country entry/transit requirements prior to departure. Costs associated with these are the responsibility of the Prize winner and guest.
 3. The Prize winner and travelling companion must be covered by some form of international travel insurance, the cost of which is the responsibility of the Prize winner and their guest. The Prize winner and guest are strongly encouraged to hold full international travel insurance for the duration of the trip prior to departure from New Zealand. It is the responsibility of the Prize winner and their guest to ensure such travel insurance protects them, to the greatest extent possible, from any costs associated with contraction of COVID-19, government lockdown, change in travel rules, or changes in rules regarding to flying and/or entry requirements into the US, Canada or New Zealand. The Promoter, and United Airlines are not liable for any fees, costs, damages, or payments required to be paid because of COVID (or related matter) or associated rules, laws, government directives, or otherwise.
 4. The Prize must be taken as stated and no compensation will be payable if the winner is unable to use the Prize as stipulated. The Prize cannot be transferred to any other person.
 5. The Grand Prize is not exchangeable or redeemable for cash or other goods or services.
 6. If the Grand Prize winner and guest resides outside of Auckland, the Promoter will arrange travel to and from Auckland International Airport at the Promoters cost.
 7. Food and beverages, tips, sightseeing excursions, and any additional accommodation are not included and are the sole responsibility of the Prize winner and guest.
 8. The Prize is redeemable on United Airlines services only.
 9. As the booking is confirmed no changes are permitted.
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10. Following issuance of airline tickets, any changes to passengers' names and travelling sectors made will be at the Prize winner's cost subject to United Airlines standard terms and fees.
11. The Grand Prize Winner and/or companion are liable for any charges for excess baggage.
12. All Prize travel is subject to United Airlines Conditions of Carriage.
13. Prize travel is not eligible to accrue United Airlines MileagePlus miles.
14. Neither the Promoter, and United Airlines nor any other person or party associated with this competition shall be liable for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained in connection with either participation in this promotion.
15. The Prize includes GST and taxes included in the price of the airline tickets.
16. The Promoter and United Airlines reserve the right to change the itinerary and departure date if required for operational reasons, this will be done in consultation with the Prize winner.
17. The Grand Prize winner is required to participate in broadcast and social content as needed throughout the trip.
18. Agree to the further travel related terms, including those covered in Clause 21 in the Standard Promotion or Competition Rules below.
19. These terms and conditions may be amended, and the Promotion terminated at any time by the Promoter.
20. The Promoter's decisions on all entry and promotion matters are final and no correspondence will be entered into.
21. **The Promoter takes no responsibility for any failure in delivering the Prize. This applies should the concert be canceled or postponed for any reason.** Where possible the Promoter will provide all reasonable assistance to make alternative arrangements.
22. Participants grant the Promoter and United Airlines permission to collect and use their name, photograph, voice and video recordings in which they appear, in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use. This includes the right to use on the Promoter's websites, Facebook pages, on air and other publications of the Promoter and United Airlines.
23. NZME will collect and use, for the purpose of the Promotion, your personal information. Any personal information provided to the Promoter will be collected, held and used in accordance with NZME's privacy policy: <https://www.nzme.co.nz/about-nzme/terms-conditions/>
24. You have the right to request access to and correction of your personal information (where such information is readily retrievable) by contacting the Promoter.
25. Please contact GOLD@GOLD.co.nz with any queries.
26. By entering the Promotion, you have agreed to accept these Specific Terms and Conditions, our standard promotion or competition rules, our website terms of access and 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.
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'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 \$999.00 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.
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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 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.
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- (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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