

## ZM's Secret Sound 2022 - Season 11

### Specific Terms & Conditions

#### PROMOTION SUMMARY

ZM, brought to you by NZME (the "Promoter"), in association with Neon, are giving listeners the chance to win up to **\$100,000!**

For your chance to win, stay tuned to ZM every weekday from Monday 14<sup>th</sup> March 2022 and be the first caller through to correctly identify the Secret Sound (the "Promotion").

#### PROMOTION PERIOD

1. The Promotion starts at 7am on Monday 14<sup>th</sup> March 2022 and ends when the \$100,000 has been won (the "Promotion Period").
2. The Promotion will not be run on air on public holidays.
3. The Promoter reserves the right to change the dates of the Promotion Period and to vary the times when the Promotion is run each day, without notice.

#### HOW TO ENTER:

1. To enter the Promotion participants must:
  - a. Be 18 years or older at the time of entry; and
  - b. Be eligible under the Standard Promotion or Competition Rules below.
2. **By Phone (On air):**
  - a. The Promoter will broadcast an audio clip (the "Secret Sound") and will invite listeners to call in during a specified time period to be in with a chance to win a prize of a specified amount (the "Prize"). The Promoter may also broadcast additional audio clips and may give audio and/or visual clues online for the Secret Sound on air.
  - b. To enter, participants must call 0800 DIAL ZM when instructed by the on-air announcer to do so.
  - c. **You are only a winner if your call goes to air and you successfully identify the Secret Sound.**
3. **Online:**
  - a. The Promoter may also invite listeners to enter the Promotion online via [www.zmonline.com](http://www.zmonline.com) and/or via ZM's Facebook, Instagram, TikTok and Twitter pages. Online entrants may be selected at random for the chance to make their guess on-air.
  - b. Participants who enter the Promotion online must follow all instructions provided by the Promoter at the relevant time and must agree to the Specific and Standard terms and conditions before entering.
4. In order to win the Prize, participants who enter by phone will be required to participate on-air. Only on-air guesses during the designated broadcast times will be eligible to win the Prize. Participants who correctly identify the Secret Sound outside of the time period specified by the Promoter (if entering by phone) or on an online platform not specified by the Promoter will not be eligible to receive the Prize.
5. If the Promoter believes, in the Promoter's absolute discretion, that the Participant may use offensive or inappropriate behaviour or language, or that may damage the reputation of the Promoter, as determined by the Promoter in the Promoter's absolute discretion, the Promoter may disqualify the Participant from the Promotion and any Prize awarded by the Promoter will be forfeit.

#### THE PRIZE:

1. There is a maximum Prize of \$100,000 (NZD).
2. The amount of the Prize on a particular day is at the discretion of the Promoter, and will be confirmed at the time of participating:
  - o **By Phone:** by the on-air announcer; or
  - o **Online:** by the Promoter.
3. The starting amount of the Prize is at the discretion of the Promoter (e.g. \$50,000).

4. The amount of the Prize may change at any time during the Promotion Period, at the Promoter's discretion and can increase or decrease as determined by The Promoter.
5. If a participant identifies the Secret Sound before the total value of the Prize reaches \$100,000, the Promoter may broadcast a new Secret Sound audio clip and continue the Promotion.

#### **WINNING THE PRIZE**

1. **By Phone:** The first caller through to correctly identify the Secret Sound on air, as determined by the Promoter at its absolute discretion, will win the Prize. The Promoter may first ask participants their guesses off air. A participant's off air guess must be the same as their on air guess.
2. **Online:** Entrants may also be selected at random for a chance to make their guess on air from other on air, social and online activity as determined by the Promoter.
3. The Promoter's determination of the Prize winner is final and no correspondence will be entered into.
4. The Prize winner will be notified on air at the time of winning, or via telephone (for online entries).
5. The Prize winner are responsible for providing their correct contact details and bank account details to receive payment.
6. The Prize winner will receive the Prize as a bank transfer to a bank account they have nominated and provided to the Promoter. Provided the winner has confirmed their bank account for delivery, the Promoter will send the Prize to the Prize winner's nominated bank account within THREE (3) months.
7. 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 Winner.
8. The Prize will be forfeited if the Prize winner fails to provide their contact or Bank account details or validly claim the Prize within five days from the end of the Promotion Period.
9. The Prize is not negotiable and may only be claimed by the Prize Winner. Payment will only be made into a bank account in the Prize Winner's name.

#### **\$1000 Online Prize**

10. Entrants also have a chance to win \$1000 if they correctly enter a guess online.
11. At the close of the Promotion Period, ZM will award \$1000 to the person who first correctly identified the Secret Sound via the entry mechanism at [www.zm.co.nz](http://www.zm.co.nz).
12. The \$1000 prize is separate to the Prize, and winning the \$1000 prize does not give rise to any rights to the main Prize, which may only be won by guessing on air.

#### **Special conditions**

1. The Promoter may pre-record a segment with participants to be broadcast on a specified ZM show. Participants who are selected by the Promoter to participate in a pre-recorded segment will be advised at the time of entering.
2. The Promoter may decide to carry out themed days for the Promotion which may include location specific entry requirements. These are at the Promoter's absolute discretion and any such additional entry requirements will be advised on-air by ZM announcers or notified online.
3. The Promoter reserves the right to invite participants to enter the Promotion via Facebook, Instagram, Snapchat and Twitter.
4. The Promoter may at its discretion provide additional clues at certain times during the Promotion Period on air on ZM and/or via ZM's social media, television and other digital channels.
5. The Promoter may, at its discretion, take as many callers as they see fit in each specified time period on a given day.
6. The Promoter may, at its discretion, publish participant guesses at any time during the Promotion across any ZM platform.

#### **Other:**

1. These terms and conditions may be amended and the Promotion terminated at any time by the Promoter.
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2. The Promoter's decisions on all entry and promotion matters are final and no correspondence will be entered into.
3. 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 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.
4. The Promoter will also collect and use, for the purpose of the Promotion, your personal information. You have the right to request access to and correction of your personal information (where such information is readily retrievable) by contacting ZM. Your information will be handled in line with NZME's Privacy Policy, which you can see [here](#).
5. Entry into this Promotion is deemed to be acceptance of these terms and conditions.
6. Because iHeart Radio is delayed broadcast content, listeners who stream content, or listen via a podcast, will hear a delayed cue to call.
7. Please contact [zm@zmonline.com](mailto:zm@zmonline.com) with any queries.

## Definitions

'NZME' means all companies in the NZME Group including but not limited to APN Holdings NZ 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:

1. all NZME employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families;
2. all people under the age of 18 years
3. all people who have won a prize from the channel/station running this promotion (where that prize is 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
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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;
- i. 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
- ii. NZME takes no responsibility for text costs incurred after the Promotion has closed as stipulated in the Specific Rules.

## Winning the Prize

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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. 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.
      1. 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).
      2. 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
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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
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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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