

SPECIFIC TERMS AND CONDITIONS – SECRET SOUND SEASON 13

PROMOTION SUMMARY

1. ZM and NZME Radio Limited (the “**Promoter**”), are giving listeners the chance to win \$50,000 (the “**Promotion**”).
2. The Promotion starts at 7am 10/02/2025 and finishes when the prize money has been won (the “**Promotion Period**”).

HOW TO ENTER AND ELIGIBILITY

3. To be eligible to participate in the Promotion and to win a prize, participants must be:
 - a) at least 18 years old;
 - b) a NZ resident; and
 - c) eligible under the Standard Promotion or Competition Rules below.
4. By Phone (On air):
 - a) Participants can only enter the main Prize draw by phone, on-air.
 - b) The Promoter will broadcast an audio clip (the “**Secret Sound**”) and will invite listeners to call in during the time period specified by the announcers (“**Phone Entry Period**”) to be in with a chance to win a prize of a specified amount (the “**Prize**”).
 - c) The Promoter may also broadcast additional audio clips and may give audio and/or visual clues for the Secret Sound (online and/or on air).
 - d) To enter, participants must call 0800 DIAL ZM during the Phone Entry Period and guess the Secret Sound.
 - e) Only on-air guesses made during broadcast times dedicated to the Promotion will be eligible to win the Prize.
 - f) Phone guesses made outside of the Phone Entry Period (if entering by phone) will be invalid.
5. Online:
 - a) The Promoter may also invite listeners to submit their guesses online via www.zmonline.com, on the iHeartRadio app and/or via ZM’s Facebook, Instagram, TikTok and Twitter pages.
 - b) Online participants may be selected at random by the Promoter for the chance to make their guess on-air.
 - c) Online participants who submit guesses via zmonline.com will have a chance to win a minor Prize of \$1,000.
 - d) Participants who submit a guess online must follow all instructions provided by the Promoter at the relevant time and must agree to the Promotion terms and conditions before entering.
 - e) Online guesses submitted via an online platform which the Promoter did not instruct participants to use will be invalid.
 - f) The time online guesses are made is the time the guess is received by the Promoter and not the time of transmission by the participant.

6. If the Promoter believes, in the Promoter's absolute discretion, that the participant may use offensive or inappropriate behaviour or language, or that the participant 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 (ON-AIR)

7. There is a maximum Prize of \$50,000 (NZD), and the actual value of the Prize will depend on the value of the Prize on the day on which the winner correctly guesses the Secret Sound **(Prize)**.
8. The starting value of the Prize and the value of the Prize on any day during the Promotion Period is at the Promoter's discretion, and the Promoter may increase or decrease the value of the Prize at any time.
9. The value of the Prize for each day during the Promotion Period will be confirmed on-air by the announcer.
10. If a participant identifies the Secret Sound before the total value of the Prize reaches \$50,000, the Promoter may broadcast a new Secret Sound audio clip and continue the Promotion. In that case, the prize pool will be \$50k less the amount the previous winner or winners have won.

MINOR PRIZE (ONLINE)

11. At the end of the Promotion Period, a minor prize of \$1,000 (**Minor Prize**) will be awarded to the person who correctly identified the Secret Sound first via zmonline.com.
12. Winning the Minor Prize does not give any rights to the main Prize, which may only be won by guessing the Secret Sound on-air.

WINNING A PRIZE

13. **By Phone:** The first participant 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 guess off-air. A participant's off-air guess must be the same as their on-air guess.
 14. **Online:** At the end of the Promotion Period, a minor prize of \$1,000 (**Minor Prize**) will be awarded to the person who correctly identified the Secret Sound first via zmonline.com.
 15. The Promoter's determination of the prize winners is final and no correspondence will be entered into.
 16. The prizes are as-stated, and are non-negotiable and non-transferable.
 17. The Prize winner will be notified on air at the time of winning. The Minor Prize winner will be notified via telephone.
 18. The prize winners are responsible for providing their correct contact details and bank account details to receive payment. The prizes will only be paid into a bank account in the prize winner's name.
 19. The prize winners will receive their 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 winner's nominated bank account within THREE (3) months.
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20. The Prize will be forfeited if the winner fails to provide their contact or bank account details or validly claim their prize within five days of the end of the Promotion Period.

SPECIAL CONDITIONS

21. 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.
22. 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.
23. The Promoter reserves the right to invite participants to enter the Promotion via Facebook, Instagram, Snapchat and Twitter.
24. 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.
25. The Promoter may, at its discretion, take as many callers as they see fit in each Phone Entry Period on a given day.
26. The Promoter may, at its discretion, publish participant guesses at any time during the Promotion across any ZM platform.

OTHER

27. These Terms and Conditions (including the Promotion Period) may be amended and the Promotion terminated at any time by the Promoter.
 28. The Promoter's decisions on all entry and promotion matters are final and no correspondence will be entered into.
 29. Participants grant NZME permission to use their name, photograph, voice and film recordings in which they appear, in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use. This includes the right to use on NZME's websites, Facebook pages, on air and other publications of NZME.
 30. The Promoter will collect and hold personal information provided by you when you enter this Promotion, for the purposes of this Promotion and for future promotional purposes. If you are a winner, the Promoter may pass your personal information to a third party, for the purpose of prize fulfillment. Failure to provide personal information when requested may disqualify you from entering the Promotion or being able to receive a prize. All personal information provided to the Promoter will be held and used in accordance with the Promoter's privacy policy ([NZME. - Privacy Policy](#)). You have the right to request access to and correction of your personal information (where such information is readily retrievable) by contacting the Promoter at zm@zmonline.co.nz.
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31. By entering into this Promotion, you accept these Specific Terms, the Standard Promotion or Competition Rules and the Promoter's website Terms of Use and Privacy Policy
32. Please contact zm@zmonline.co.nz with any queries.

STANDARD PROMOTION OR COMPETITION RULES

Definitions

'NZME' means all companies in the NZME Group including but not limited to NZME Holdings Limited, NZME Publishing Limited, NZME Radio Limited, and all brands and operating companies controlled by or associated with those entities.

The 'Promoter' is NZME.

'Disqualified Participants' are:

- (a) all NZME employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families;
- (b) all people under the age of 18 years
- (c) all people who have won a prize from the channel/station running this promotion in the last 14 days. If the previously won prize was valued at over \$1000 the winner must stand-down from entering for a period of 90 days.

'Immediate Families' include spouses, grandparents, parents, children, and grandchildren, whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

Entry

1. These Promotion or Competition Rules ('the Rules') apply to all NZME Promotions or Competitions (collectively the 'Promotion') conducted on or off air and by means of any medium – online, radio, print, or a connected device. The Rules may change from time to time.
 2. If a particular Promotion has specific rules or terms ('the Specific Rules') those Specific Rules will apply if there is any inconsistency with the Rules.
 3. Unless otherwise stated in the Specific Rules registration, entry or vote is limited to 1 per person. Where multiple registrations, entries or votes are acceptable, each must be made separately.
 4. Entry into the Promotion is deemed to be acceptance of the Rules and the Specific Rules and confirmation that the entrant has the necessary authority (for example from the bill payer or owner of a telephone) to enter the Promotion.
 5. No purchase is necessary to win or participate in the Promotion, unless specified in the Specific Rules.
 6. The Promotion is open to New Zealand Residents only. Disqualified Participants may not enter in the Promotion.
 7. NZME reserves the right to exclude any person from participating in the Promotion on reasonable grounds.
 8. NZME reserves the right to refuse to award any prize to an entrant who NZME decides (in its sole discretion) has violated the Rules (including the Specific Rules), gained unfair advantage in participating in the Promotion or won using fraudulent means.
 9. By participating, entrants grant NZME exclusive permission to use their names, characters, photographs, videos, voices and likeness in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use.
 10. All entrant personal details must be valid and up to date and will be held by NZME and may be used for the purpose of the Promotion and for future promotion and marketing purposes in accordance with NZME Privacy Policy (see www.NZME.co.nz) unless otherwise directed by contestants at the time of entry.
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11. You consent to NZME sharing the personal information you have provided upon entry into this competition with third parties as required in order to provide the prize to you.
12. Personal information provided at the time of entry is presumed to be true and, in the case of text or email notification – active, through to and beyond the date of the Promotion’s completion.
13. Where the Promotion involves texting, the following apply:
 - a) Standard sms text charges will apply, unless otherwise stated in the Specific Rules and will depend on the entrant’s particular plan or agreement with their phone service provider;
 - b) Any form of automated text message is invalid;
 - c) The telephone number from which the entry was made will be stored in a database. The entrant has a two-business-day period from the time of entry to request removal from the database. If no request is made it is deemed acceptance that the information can be used for future promotion and marketing purposes; and
 - d) NZME takes no responsibility for text costs incurred after the Promotion has closed as stipulated in the Specific Rules.

Winning the Prize

14. Only the person who originally entered the Promotion can be awarded the prize (the ‘Winner’).
15. The Winner will be determined in the manner set out in the Rules or the Specific Rules – if not specified then as determined by the Promoter who shall for this purpose be deemed the judge (the ‘Judge’).
16. The Judge’s determination of the Winner will be final and no correspondence will be entered into.
17. The Winner will be notified by email, phone (voice or text), mail or in person and must be available for the preparation of all publicity that may be required by NZME. Where attempts to contact the Winner fail (eg when the Winner cannot be contacted by phone after three attempts or mail sent is returned) the Judge will select another winner. If, after successful notification, the prize is not collected within two months of being announced it will be regarded as forfeit. (Note: 3 attempts to contact the Winner will include individual calls to any numbers provided at the time of entry. However, should the prize’s total worth equal less than NZD\$250 and be a live-to-air draw, only one failed attempt at contact will be acceptable before the Judge selects another winner.)
18. The Prize is not redeemable for cash or transferable. No other family members, friends, office associates or any other person will be able to participate on the Winner’s behalf. In the event that the Prize specified in the Competition becomes unavailable for any reason the Promoter may substitute a prize of like or equal value.
19. Where the Winner is required to claim the prize in person, they must provide proper identification (eg driver’s licence, passport, birth certificate). If the Winner is under the age of 18 years their parent or legal guardian must accompany the Winner or give their prior written consent to the award of the Prize.
20. The Winner takes the Prize entirely at his/her own risk and indemnifies NZME in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the prize. The Winner is responsible for all insurance, tax or other costs that may be associated with the Prize. Where the Prize has associated terms and conditions the Winner accepts the Prize subject to those terms and conditions and restrictions.
21. Where the Prize includes air travel and/or accommodation, either international or domestic (the ‘Travel Prize’):
 - (1) the Winner MUST have valid documentation, including but not limited to valid passports and Visas, which meet the requirements of immigration and other government authorities at every destination.
 - (a) Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities (including any costs associated with delay, will be the sole responsibility of the Winner).
 - (b) When the Travel Prize includes travel to or through the United States, it is the Winner’s responsibility when travelling into or through (transiting included) the United States under the Visa Waiver Program to apply for an Electronic System for Travel Authorisation (ESTA) no later than 72 hours prior to

departure if required. The winner must visit the US Department of Homeland Security website and fill in the required information. The cost of the ESTA is the sole responsibility of the Winner.

- (2) The Winner and their travelling companion (if applicable) must travel together at all times. The Winner is responsible for transport from their residence to their nearest international airport for flight departure and from their nearest international airport to their residence upon returning to New Zealand.
- (3) Flight tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Unless otherwise specified, the air travel is economy class.
- (4) Any changes to travel dates or additional accommodation outside the travel period specified in the Travel Prize details, made by the winner, which incur additional costs, are to be paid by the Travel Prize winner.
- (5) Unless explicitly stated in the Specific Rules, the Winner will be responsible for expenses including, but not limited to, spending money, meals, drinks, transport, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the Travel Prize), gratuities, services charges, passports, visas, travel insurance and all other ancillary costs associated with redeeming the Travel Prize. The Winner must obtain travel insurance to protect themselves against additional costs incurred in the event of unforeseen circumstances.
- (6) The Travel Prize is not transferable or exchangeable and cannot be redeemed for cash. The Travel Prize must be taken as stated in the Specific Rules and no compensation will be payable if the Winner is unable to use the Travel Prize as stated. For the avoidance of doubt, if the Winner is, for whatever reason, unable to travel on a nominated date during this period, whether the failure was due to reasons beyond the Winner's control or otherwise, then the Winner will forfeit the Travel Prize.
- (7) The Promoter makes no representation as to safety, conditions and other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the New Zealand Ministry of Foreign Affairs and Trade. The winner accepts the Travel Prize at their own risk.
- (8) All travel is subject to the terms, conditions and restrictions of the Travel Prize service providers. Any travelling companion included in the Travel Prize (if applicable) accepts the Travel Prize subject to these terms, conditions and restrictions as if references to the Winner in the relevant clauses were to the travelling companion. The Winner and their travelling companion must sign a legal release, in a form acceptable to the Promoter in its absolute discretion, if requested by the Promoter.

NZME Responsibility

22. NZME reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
23. NZME takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, busy lines, inadvertent disconnection, texts with a misspelt keyword, texts to an incorrect shortcode, Force Majeure or otherwise.
24. To the fullest extent permitted by law NZME will not be liable for any loss or damage whatsoever (including but not 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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