

Win you and 3 mates to play in the ACC Export BYC Championship at Black Clash 2023

SPECIFIC RULES

PROMOTION SUMMARY – Win you and 3 mates to play in the ACC Export BYC Championship at Black Clash 2023

The Alternative Commentary Collective (The ACC) brought to you by NZME (“Promoter”), together with Export (DB Breweries) are giving you the chance to win flights, accommodation and tickets to Black Clash and the chance to play in a ‘backyard cricket’ game (BYC Championship) within Hagley Oval grounds prior to Black Clash on the 20th of January 2023 at 5:15pm-6pm. Simply send The ACC a photo via social media of your BYC (Backyard Cricket) set up and you’re in the draw (“Promotion”).

HOW TO ENTER

1. The Promotion starts at 12pm Tuesday 1st November, 2022 and ends at 6am on Monday 12th December, 2022 (“Promotion Period”).
2. To enter the Promotion participants must:
 - a) Be 18 years of age or older at the time of entry (all people travelling need to be 18 years or older)
 - b) Be eligible under the Standard Promotion or Competition Rules below
 - c) Be residents of New Zealand (and be in New Zealand at the time the prize is awarded)
 - d) Be available to travel on the 20th of January 2023 and returning on the 21st of January 2023
3. To enter, send The ACC a photo of your BYC (Backyard Cricket) set-up via their Facebook or Instagram account.
4. Participants may enter the Promotion only once during the Promotion Period. All duplicated entries will be void.
5. The Promoter may disqualify from the Promotion any entries that contain offensive or inappropriate behaviour or language, or that may damage the reputation of the Promoter, as determined by the Promoter at the Promoter’s absolute discretion.
6. The promoter will attempt to contact an entrant a maximum of two times via the social media account they entered with to gather further details needed to allocate the prize. If the winner does not answer within the given time, an alternative winner will be drawn.
7. The winner must provide the promoter with all the necessary personal details for the 3 mates who they will be bringing once winner has been drawn.

PRIZE:

2x winners will be drawn in total, each ‘prize winner’ will need to bring 3x companions to make up 2 sides of 4 to play in the backyard cricket game (BYC Championship). 2x Winners and their 3 companions must be willing and available to travel to Christchurch on the set dates (20th-21st January 2023) and all players must be able to play cricket.

The 2x winners and their teams will play against each other in a ‘backyard’ cricket match, the game will last 45 minutes. Export and NZME (The ACC) will provide the players with rules for the game.

For each prize winner, the prize package includes:

- 4x return flights for the prize winner and 3 mates on Air New Zealand from the prize winner’s nearest city (that has an airport with an Air New Zealand link) to Christchurch.
 - 1-night accommodation at Min. 4 Star Hotel in Christchurch, New Zealand.
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- 4 x Placements (you and 3 mates) in the BYC Championship backyard cricket game in the grounds of Hagley Oval grounds (not on the Oval) 20th Jan 2023.
- All players in the BYC match will be provided playing kit to wear and the necessary gear to play cricket.
- Both teams win a meet and greet with the Black Clash teams after the BYC mat
- The winning team of the BYC game will win an Export Prize Pack (sent to the main prize winner).

PRIZE AND TRAVEL CRITERIA:

1. The winner and three companions are responsible for making their way to the nearest city (with an airport that has an Air New Zealand link) to fly from and return to.
2. All prize winners must sign the Health and Safety waiver form before playing in the BYC Championship cricket match.
3. Travel is not eligible for any frequent flyer accrual, upgrades, companion redemption or credit of tier status.
4. Once bookings are confirmed no changes are permitted.
5. All prize travel will be subject to Air New Zealand's General Terms and Conditions of carriage, to view visit www.airnz.co.nz
6. The prize is non-transferable, exchangeable or redeemable for cash and is redeemable on Air New Zealand services on the dates specified only.
7. Where the winner and companions are unavailable or unable to travel on the dates set out above, no alternative pricing or travel dates will be offered and the prize will be forfeited. The Promoter reserves the right to select an alternate winner.
8. Other conditions may apply and will be advised at the time of booking.
9. The Prize includes GST and taxes included in the price of the airline tickets.
10. The winner and their companions will be responsible for any expenses not expressly included in the Prize, including, transfers to and from their place of residence, expenses such as spending money, additional snacks, drinks and meals, additional transport from what has been provided, laundry charges, additional activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the Prize), gratuities, services charges, passports, visas, travel insurance and all other ancillary costs associated with redeeming the Prize.
11. If the Prize (or part of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
12. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter.
13. The winner and companion will at all times act responsibly so as not to harm the reputation of the Promoter while taking up the Prize. This includes observing standards of social responsibly while consuming alcohol.

Winning the Prize:

WINNING THE PRIZE:

1. Winners will be drawn on Monday 12th December 2022 - the Promoter will randomly select two entries from all valid entries. Note the number of winners drawn may be increased.
 2. Promoter reserves the right to change the date the winners are drawn.
 3. The Promoter will contact the selected entries via the social media platform that the entry was posted on. The Promoter will attempt to contact the entrant a maximum of two times. If the entrant is unable to respond to the Promoter with 2 days, the Prize is forfeited, and the Promoter may select another winner.
 4. To claim the Prize, the winners must provide the Promoter with their email address, mobile phone number, and confirmation of their eligibility i.e. copy of their New Zealand driver's licence, passport or HANZ (R18 Card), via email to courtney.ennor@nzme.co.nz. If this information is not provided within two (2) days of the Promotion ending, the Prize Winner will forfeit their prize.
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5. Confirming the Prize package details will be arranged directly between the winner and the Promoter (DB Breweries or NZME). Provision of the Prize is subject to the winner promptly providing to the Promoter all correct information requested.
6. 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 Prize Winner.
7. Neither the Promoter nor any other person or party associated with this Promotion will be liable to any person in any way in relation to this Promotion including, without limitation, any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) due to any changes to the activity schedule for any reason, including changes to the date, time, location, any death or personal injury howsoever suffered or sustained, the cancellation or postponement for any reason of the Prize and the quality of goods or services supplied by any third party, except for any liability that cannot be excluded by law.

Other

1. These terms and conditions may be amended and the Promotion terminated at any time by the Promoter.
2. The Promoters' decisions on all entry and promotion matters are final and no correspondence will be entered into.
3. Attendance of the winner at the events is subject to the terms, conditions and restrictions of the venue and any other third-party service providers responsible for the event. The winner and their companion agree to comply with all terms and conditions and any reasonable instructions given by such third parties.
4. Participants grant the Promoter permission to collect and 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.
5. You have the right to request access to and correction of your personal information (where such information is readily retrievable by contacting the Promoter). Entry into this Promotion is deemed to be acceptance of these terms and conditions.
6. Please contact courtney.ennor@nzme.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, 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
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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.
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
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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, social media, 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 airport for flight departure and from their nearest airport to their residence.
 - (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

- 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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