



## The Breeze - “Moyle's Christmas Cheer”

By entering into this Moyle's Christmas Cheer promotion (the **Promotion**), you agree to all of these terms and conditions.

### Promotion Details

#### Entry Period

- Entry opens on 29 November 2024 at 12:00 am and closes on 19 December 2024 at 11:00 am (**Entry Period**).
- The major winner of the Trolley Dash will be announced on 20 December 2024.

#### How to Enter

##### Text

- Entry is via text, to be eligible for the Prize, entrants must text “CHEER” along with their name to 934 during the Entry Period.
- Entrants acknowledge that their text may be read out live on air.
- Texts may cost, please check with your mobile carrier.
- Entrants may enter once a day via the text entry method.

##### Social Media

- Entry is via Facebook (<https://www.facebook.com/thebreezedunedin>), and to be eligible for the Prize, entrants must comment on the Promotion post.
- Entrants may enter once via the social media entry method.

#### Winner Selection - Major Prize

- All eligible entries will go into the Major prize draw that will be drawn by the promoter on 18 December 2024 at 1:00 pm.
- The prize draw winner will be phoned by Damian and Hannah between 7 and 8am on the 19th December 2024 to go over some of the things on their Moyle's wish-list! This will play out Thursday morning.
- If the winner does not pick up the first time that the promoter calls, the promoter will select a new winner, and the process will repeat until a winner is found.

## Winner Selection - Minor Prize

- All eligible entries will go into the Minor prize draw that will be drawn by the Promoter on weekdays (Monday to Friday) between 7.00 am and 8.00 am from 2 December 2024 to 19 December 2024.
- The prize draw winner will be phoned live on air or prerecorded by 10:00 am.
- If the winner does not pick up the first time that the promoter calls, the promoter will select a new winner, and the process will repeat until a winner is found.

## Major Prize Details

As part of this Promotion, the winner(s) will receive 1 major prize(s) consisting of:

### Goods and/or services prize

- One (1) x trolley dash with an assortment of prizes represented by The Breeze Dunedin's Radio Hosts Damian or Hannah on 20th December at Fresh Choice Green Island, 230 Main South Road, Green Island, Dunedin 9018. The prize will be up to the value of \$750. The prize will be determined by the number of prizes collected by the represented parties within the time period of 98.2 seconds, or thereabout. Prizing selection is determined by The Breeze Dunedin Radio Host, and the final prize will be the items within the trolley at the end of the time period. The trolley will start at the store's entry.
- The listeners will not be able to choose any products consisting of alcohol, gambling or tobacco, or any such products restricted to 18 years of age and below.

## Minor Prize Details

- One (1) x \$100 voucher to use at Fresh Choice Green Island - 230 Main South Road, Green Island, Dunedin 9018 - Expiry of the 27th of November 2026.

## Conditions

- Promotion conditions include:
  - Entrants may be any age, but if they are under the age of 18, they must have permission from their parent(s) or guardian(s) to enter.
  - Entrants must be residents of Dunedin.
  - If you are nominating someone, you must have that nominee's express consent to do so. The nominee must agree to be bound by the terms of this Promotion.
  - Entrants agree that, if selected by the promoter, the promoter can record them and disseminate such recordings in connection with this Promotion.
  - Entrants agree that their phone calls or any recordings or other assets they provide as part of the promotion may be played on air or put on the promoters online platforms.
  - The winner agrees to have their photo taken and consents to the Promoter sharing that photo on its online platforms.
  - Where the prize includes home or property improvements and you are not the owner of the property, you must have the home owner's consent before entering into the Promotion.
  - The Promoter may pass on a winner's details to the Promotion partner for the purposes of providing the prize.

## Promoter

- MediaWorks Radio Limited (company number 4586999).

## Rules

- The Rules that apply to this Promotion are the Specific Rules (being the rules set out above), together with the General Rules.
- By entering into this Promotion, you agree to the Rules and confirm that you have the necessary authority (for example from the bill payer or owner of a telephone) to enter into the Promotion.

## GENERAL RULES

1. The Specific Rules for a Promotion, along with these General Rules, form the terms and conditions for the Promotion (the **Rules**).
2. The Promotion is open to New Zealand residents only. In addition to any restrictions noted in the Specific Rules, the following individuals may not enter this Promotion:
  - a. employees of MediaWorks, participating sponsors, promoters and/or associated advertising agencies (and their family members);
  - b. anyone who has won a prize from the channel/station running this Promotion either:
    - i. within the 14 days prior to the Promotion start date; or
    - ii. if the prize was valued at over \$50, during the period 6 months prior to the Promotion start date;
  - c. anyone who has been made aware of non-public details of the Promotion by employees of MediaWorks, participating sponsors, promoters and/or associated advertising agencies (and their family members);
  - d. anyone under 18 years old, unless otherwise stated in the Specific Rules.
3. Unless otherwise specified in the specific rules, entrants must complete all stages of entry themselves. Entries cannot be sent in through agents or third parties on another person's behalf, and websites or multiple accounts will be disqualified.
4. MediaWorks' decision is final in relation to the selection of prize winner(s), any dispute regarding the Rules, and/or the conduct or the results of a Promotion.
5. MediaWorks reserves the right to cancel, terminate, modify or suspend the Promotion or Prize and/or vary the Rules at any time without prior notice.
6. MediaWorks may refuse or disqualify any entry (including winning entries) if MediaWorks decides in its sole discretion that the entrant has not complied with these Rules, or if he or she has acted in a way which MediaWorks reasonably considers to be inappropriate, unlawful, offensive or otherwise not in the spirit of the Promotion. If the winning entry is disqualified, MediaWorks reserves the right to award the prize to another entrant without notice to the disqualified entrant(s).
7. Where a winner is selected by a voting mechanism: MediaWorks' decision on voting arrangements and validity of votes will be final. MediaWorks reserves the right to discount votes if MediaWorks suspects bulk voting is taking, or has taken place, to inappropriately influence or manipulate the voting procedures. MediaWorks reserves the right to disqualify anyone who is suspected of engaging in, or benefitting from, irregular or fraudulent voting.
8. If you are entering a Promotion via text, your service provider may charge you for that text.
9. The Promotion is governed by New Zealand law.

## PRIZES

10. MediaWorks reserves the right to substitute the prize(s) for a prize of equivalent or greater monetary value.
11. If the winner(s) can't be contacted within a reasonable time period or are not able or available to accept the prize for any reason which is beyond MediaWorks' reasonable control, then MediaWorks reserves the right to award the prize to another entrant.
12. Prizes are personal to the winners and can't be transferred to someone else. If the winner can't accept the prize for any reason (e.g. the winner can't travel on the required dates), MediaWorks can award the prize to another winner. Prizes are not exchangeable for cash or another item.
13. Where the prize includes air travel and/or accommodation, either international or domestic, the winner (and any travel companion) are responsible for paying all additional costs associated with the prize that are not specifically included, including (where applicable) transport to and from the respective airports, and any other transport (other than the flights awarded as part of the prize),

accommodation, meal costs, spending money, insurance, travel documentation and all other incidentals. Winners must be responsible for having a valid passport and organising and meeting any visa requirements.

14. MediaWorks will not be liable for any prize(s) that do not reach the winners for reasons beyond MediaWorks' reasonable control. Where a prize is being supplied by a third party, MediaWorks accept no responsibility in connection with the provision of the prize, including without limitation, the failure of the winner to receive ownership of, or use of, the prize or any performance issues associated with the prize.
15. MediaWorks will not be liable for failure to provide (or delay in providing) the Prize resulting from any events, circumstances or causes beyond its reasonable control, including but not limited to acts of god (natural disasters), acts of war or terrorism, national emergencies, issues of public health and safety, mechanical breakdown, industry disputes, riots or failure of communication or power supply or voluntary or involuntary compliance with any regulation, law or order of any government.
16. COVID-19 - While it is currently possible to travel internationally without quarantining, this could change at any time. This could mean your return is delayed and/or in exceptional circumstances you may be required to enter quarantine or isolation. By undertaking travel at this time, you accept that it will be your responsibility to manage any COVID-19 related travel disruption and associated costs (including but not limited to the cost of entering quarantine or the cost of sourcing your own accommodation if your return flight is delayed).
17. Prizes may be subject to additional terms and conditions imposed by a third party (for example, vouchers may have additional terms and conditions and/or an expiry date or in the case of travel, additional terms and conditions may be imposed by airlines, service providers and venues).
18. MediaWorks will not be responsible for any loss or damage suffered by entrants or anyone else as a result of, arising out of, or in any way connected with the Promotion or its prizes.
19. Where the Promotion is conducted across social media:
  - a. Entrants' conduct must comply with the rules of that social media platform.
  - b. The Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Tiktok, Instagram or Snapchat. These social media platforms are in no way responsible for any aspect of the Promotion.

## PERSONAL INFORMATION

20. By entering this Promotion, entrants agree to the use of their names, photographs and likeness for promotional/advertising purposes, and agree to make themselves reasonably available for this purpose. Any copyright associated with an entry will be owned by MediaWorks.
21. MediaWorks collects and holds personal information provided by entrants for the purposes of administering this Promotion and for future MediaWorks promotional purposes. All personal information provided by entrants will be held by MediaWorks and will not be provided to third parties unless otherwise specifically set out. Under the Privacy Act 2020, entrants have the right to access and correct their personal information. Please refer to MediaWorks' Privacy Policy at [https://images.mediaworks.nz/aem/corporate/Privacy\\_Notice.pdf](https://images.mediaworks.nz/aem/corporate/Privacy_Notice.pdf) for more information about how MediaWorks uses personal information.