

WIN A TRIP TO MUNICH WITH THE ACC THANKS TO EXPORT

TERMS & CONDITIONS

The Alternative Commentary Collective [The ACC] brought to you by NZME Radio Limited (the “Promoter”), in collaboration with DB Breweries (Export) (the “Sponsor”), are giving you the chance to win a trip to Munich, for a seven-day trip, heading to the best Beerfest in the world! (the “Promotion”). To enter and be in the draw to win, complete the Export Ultra Beer Garden Tour webform at www.theaccnz.com/munich (the “Webform”).

HOW TO ENTER:

1. The Promotion starts at 6am on Monday 13th of May, 2024 and ends at 11pm on Thursday 6th of June, 2024, (the “Promotional Period”).
2. To enter the promotion participants must:
 - a) Be 18 years of age or older (both the Winner and their travel companion need to be over the age of 18);
 - b) Be eligible under the Standard Promotion or Competition Rules below;
 - c) Have a valid and current passport (not expired); and
 - d) Ensure you’re available for travel, with departure from Auckland International Airport to Munich International Airport and return, at some point between the 20th of September and the 10th of October 2024 (the “Travel Period”).
3. To enter, complete The Export Ultra Beer Garden Tour Webform and you are in the draw.
4. Participants may enter the Promotion only **once** during the Promotion Period. All duplicated entries will be void.

PRIZE:

5. The prize package (“Prize”) is a trip for you and a friend to Munich and consists of:
 - a. Two (2) Economy Class return flights from Auckland International Airport to Munich International Airport.
 - b. If the Winner and/or the travel companion is a resident outside of Auckland, additional flights from the nearest domestic airport serviced by Air New Zealand will be provided.
 - c. Six (6) nights’ accommodation at a 4-star hotel.
 - d. All international airport and airline taxes, and airport transfers within the Sponsor’s group itinerary to and from the designated hotel and activities when in Munich.
6. The Winner and their travel companion must depart Auckland to Munich on the date communicated by the Promoter. Any amendments to return flights are at the cost of the Winner. The Winner and their travel companion must be available for travel during the Travel Period.
7. The Winner must follow the instructions given by the Promoter on how to claim the Prize. Proof of age may be required and the Winner and their travel companion may be required to sign a participation agreement and /or deed of release before redeeming the Prize.
8. The Winner will be notified as soon as reasonably practicable following the Prize draw. Reasonable efforts will be made to contact the Winner using the Winner’s contact details provided to the Promoter via the Webform. The Promoter reserves the right to redraw the

Prize if a winner cannot be contacted within a reasonable period, as determined by Promoter at its sole discretion.

9. This Prize requires a reasonable level of fitness as it will include a significant amount of walking between activities as per the outlined itinerary.
10. Any photography obtained during the Prize will be retained by the Promoter who reserves the right to use any imagery for further promotion.

PRIZE AND TRAVEL CRITERIA:

1. Any international travel which forms part of the Prize must be completed by the dates specified by the Promoter. Neither the Promoter or the Sponsor are responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner and their travel companion.
2. Flights are from Auckland International Airport, New Zealand to Munich International Airport including domestic transfers needed to get to Auckland airport, only if the Winner and/or travel companion is based outside of Auckland region.
3. No alternative prize or travel dates will be offered, and Prize will be forfeited if the Winner and their travel companion cannot travel during the Travel Period, and the Promoter reserves the right to select an alternate winner.
4. The Prize is not transferable, exchangeable or redeemable for cash.
5. Once bookings are confirmed, no changes are permitted.
6. The Prize includes GST and taxes included in the price of the airline tickets.
7. The Winner and their travel companion will be responsible for any expenses not expressly included in the Prize including expenses such as spending money on personal expenses, meals, drinks, transport, laundry charges, 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.
8. It is the responsibility of the Winner and their travel companion to ensure they have a valid passport, obtain all required travel documents and visas for travel to Munich (at their own cost) and for complying with all country entry/transit requirements.
9. Travel insurance is not included in the Prize, and the Promoter recommends that the Winner and their travel companion obtain comprehensive travel insurance policies.
10. The travel component of the Prize is not eligible to accrue for any frequent flyer (including Airpoints Dollars™) accrual, upgrades, companion redemption or credit of tier status.
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 an alternative that is of equal value and/or specification, subject to any written directions from a regulatory authority.
12. The Prize must be taken as stated and no compensation will be payable if the Winner is unable to use the Prize as stated.
13. The Winner and their travel companion will at all times act responsibly so as not to harm the reputation of the Promoter and/or the Sponsor while taking up the Prize. This includes consuming alcohol responsibly.

WINNING THE PRIZE:

1. On Wednesday 4th of June, 2024 the Prize draw will be conducted whereby the Promoter will randomly select one entry from all valid entries.
2. On Friday 7th of June, 2024 the Promoter will call the selected entry using the contact details provided. The Promoter will attempt to call the entrant a maximum of two times. If the Promoter is unable to contact the entrant, the Prize is forfeited and the Promoter may select another entrant. If the Promoter gets through to the selected entry, the Winner will be taken to air with a Radio Hauraki announcer.
3. To claim the Prize, the Winner 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 lauren.simpkins@nzme.co.nz. If this information is not provided within two (2) days from the requested date, the Winner will be deemed to have forfeited the Prize.
4. The Prize details will be arranged directly between the Winner, the Promoter, and the Sponsor, and the Winner shall promptly provide the Promoter with all information requested.
5. All travel dates during the Travel Period are subject to change and may be cancelled at any time due to reasons beyond the Promoter's control (such as adverse weather conditions).
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 or Sponsor 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.

AIR NEW ZEALAND TERMS:

1. Two (2) return Economy Class flights on Air New Zealand from Auckland to Munich (MUC) during the Travel Period.
 2. The Winner and their travel companion will be responsible for all other expenses related to the Prize.
 3. The Prize is not transferable or redeemable for cash and is redeemable on Air New Zealand services only.
 4. Once booking has been confirmed, no changes are permitted.
 5. All travel is subject to Air New Zealand's Conditions of Carriage, to view visit <https://www.airnewzealand.co.nz/conditions-of-carriage>.
 6. The Prize is not eligible to accrue Airpoints Dollars™, Status Points or frequent flyer points under any other carrier's loyalty program.
 7. Other conditions may apply and will be advised at the time of booking.
 8. Neither Air New Zealand nor any other person or party associated with the Promotion 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 or with any prizes offered.
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9. You are responsible for obtaining all required travel documents and visas and for complying with all country entry/transit requirements.
10. 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 an alternative that is of equal value and/or specification, subject to any written directions from a regulatory authority.
11. The Prize includes GST and taxes included in the price of the airline tickets. Unless otherwise stated, the Prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, or any other costs of a personal nature.
12. The 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. The Prize cannot be transferred to any other person, unless agreed to by the Promoter. There can be no changes made to travel arrangements once tickets are issued.

OTHER:

1. These terms and conditions may be amended and the Promotion terminated at any time by the Promoter and/or Sponsor.
 2. The Promoter's and/or Sponsor's decisions on all entry and promotion matters are final and no correspondence will be entered into.
 3. The Winner and their travel companion taking up the Prize is subject to the terms, conditions and restrictions of Air New Zealand, the accommodation provider, the venues and any other third party service providers responsible for the Prize. The Winner and their travel companion agree to comply with all terms and conditions and any reasonable instructions given by such third parties.
 4. The Winner and their travel companion grant the Promoter permission to share their personal information with the Sponsors and all third-party service providers appointed to provide the Prize for the purpose of delivering the Prize.
 5. By accepting the Prize, the Winner and their travel companion 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 and/or Sponsor's websites, Facebook pages, on air and other publications of the Promoter and/or Sponsor.
 6. Any personal information provided to the Promoter, and passed to the Sponsor, will be collected, held and used in accordance with the respective privacy policies of each:
<https://www.nzme.co.nz/about-us/privacy-policy/>
<https://www.airnewzealand.co.nz/privacy>
<https://www.db.co.nz/terms-policies/privacy-policy>
 7. The Promoter will 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 the Promoter (lauren.simpkins@nzme.co.nz).
 8. The Promotion is subject to these Specific terms and conditions, the Standard Promotion or Competition Rules below, all terms and conditions on all tickets and those of the participating airlines, venues and service providers.
 9. Entry into this Promotion is deemed to be acceptance of these terms and conditions.
 10. If there are any queries, please contact lauren.simpkins@nzme.co.nz
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STANDARD PROMOTION OR COMPETITION RULES

Definitions

'NZME' means all companies in the NZME Group including but not limited to APN Holdings NZ 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
- (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.
 11. Personal information provided at the time of entry is presumed to be true and, in the case of text or email
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- 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 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.
 - (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
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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 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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