



# Magic Music - “Magic's Ultimate New Zealand Countdown ”

By entering into this Magic's Ultimate New Zealand Countdown promotion (the **Promotion**), you agree to all of these terms and conditions.

## Promotion Details

### Entry Period

- Entry opens on 1 May 2024 at 6:00 am and closes on 29 May 2024 at 12:00 pm (**Entry Period**).
- The winner will be announced on 31 May 2024.

### How to Enter

#### Website

- Entry is via [magic.co.nz/winpage](https://magic.co.nz/winpage)
- Entrants may enter once via the website entry method.
- To be eligible for the prize, entrants must fill out the relevant entry form in full and when entering, entrants will need to pick their top 3 favourite New Zealand songs.
- Entrants can vote for three songs, during the Entry Period.
- Entrants songs that match the top three songs in the countdown will be eligible for the major prize draw.

### Winner Selection

- All eligible entries for the major prize will go into a prize draw that will be drawn by Magic on Friday 31 May. The prize draw winner will be phoned on air by 5:00pm.
- All eligible entries for the minor prize will go into a prize draw that will be drawn by Magic at 4:30pm daily. The prize draw winner will be phoned on air by 12:00pm the next day.
- 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 will receive 1 major prize consisting of:

### **Cash prize**

- \$500.00 (NZD) cash deposited into the winner(s) bank account within 10 working days from the date we receive the winner's bank account.

### **Minor Prize Details**

- The 21 minor prize(s) consists of \$100 (NZD) cash deposited into the winner(s) bank account within 15 working days from the date we receive the winner's bank account.

### **Conditions**

- Promotion conditions include:
  - Entrants must be aged 18 years and older.
  - Entrants must be residents of New Zealand.
  - 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.