

## MORGAN WALLEN LIVE IN THE USA

### Specific Terms and Conditions

iHeartCountry NZ, which is brought to you by NZME Radio Limited (the “Promoter” or “iHeartCountry NZ”), is presenting the **MORGAN WALLEN LIVE IN THE USA FLYAWAY** (“Promotion”). To participate, during the Promotional Period, you must listen to iHeartCountry NZ for the **KEY WORD** “Cue to Text”. (Standard SMS text charges will apply and depend on your particular plan or agreement with your phone service provider. This fee is a carrier charge and not charged by NZME)

The **MORGAN WALLEN LIVE IN THE USA FLYAWAY** prize draw will be made on Monday July 14<sup>th</sup>. ONE (1) prize winner will be selected by random draw and then contacted on the phone number provided.

To be confirmed as the Promotion winner you must:

- a) Answer your phone within SIX (6) rings (as heard at the iHeartCountry NZ studio and determined by the Promoter) or prior to your answerphone message activating. Only ONE (1) attempt to call will be made by iHeartCountry NZ. If the call is not answered as described above, additional names will be drawn, and calls made until an entrant successfully answers their phone within the stipulated number of rings.
- b) Be available to travel to Santa Clara, California between Thursday July 31<sup>st</sup> and Sunday August 3<sup>rd</sup> 2025.
- c) Be eligible to enter the United States during the nominated travel dates.

Multiple entries of ONE (1) per person per day are permitted.

#### Promotional Period

The Promotion starts on Monday 16<sup>th</sup> June 2025 and ends Sunday 13<sup>th</sup> July 2025 (the “Promotional Period”). The competition runs Monday to Sunday, at 9am, 2pm and 5pm.

#### How to Enter:

To be eligible to enter the Promotion, you must:

- 1) Be 18 years of age or older.
- 2) Have heard the **MORGAN WALLEN LIVE IN THE USA FLYAWAY** Cue to Text.
- 3) Have texted the correct KEYWORD to 9611.
- 4) Complete all required entry form details.
- 5) Are eligible under NZME’s Standard Promotion or Competition Rules below.

At various times during the Promotional Period the Promoter may open alternative forms of entry. This may include but is not limited to entries via the iHeartCountry website, at live events, or using iHeartRadio *Talkback*.

Please be aware that if you are listening on iHeartRadio broadcast content is delayed. Listeners who stream content will hear a delayed cue to text.

## Prize

- Two tickets to Morgan Wallen's "I'm the Problem Tour" performance, 5:30pm at Levi's Stadium, Santa Clara on **Saturday August 2<sup>nd</sup> 2025**.
- Return Economy airfares for two to San Francisco. Including return domestic Air New Zealand flights if required for travel to Auckland.
- FOUR (4) nights' stay in twin share accommodation in San Francisco.
- Return transfers to Santa Clara.
- In addition, a daily allowance of NZ\$200 will be paid by the Promoter for daily incidentals, up to a total of NZ\$800.
- **The Prize does not include travel insurance, passports, visas (ESTA), meals, taxes not included in the price of the flight tickets, or any other costs of a personal nature.**
- To receive the allowance, you must provide a nominated, valid, New Zealand bank account to the Promoter. The cash amount will be transferred to the Prize winner's nominated bank account via electronic funds transfer once all correct details have been provided and verified.

**Total Prize Value: NZ\$10,000**

## Special Conditions

1. These terms and conditions may be amended, and the Promotion terminated at any time by the Promoter.
2. The Promoter's decisions on all entry and promotion matters are final and no correspondence will be entered into.
3. These additional conditions apply to the conduct of the **MORGAN WALLEN LIVE IN THE USA FLYAWAY** contest. By entering the Promotion, the Prize winner agrees:
  - A. Should the Prize winner or travel companion is denied entry into the US for any reason; or encounters any visa issues en route; iHeartCountry NZ cannot be held responsible or liable in any way for the inability to enter the US.
  - B. The Prize winner and their travel companion are responsible for obtaining all required passports, travel documents, visas and for complying with all country entry/transit requirements prior to departure. Applicable costs associated with these are the responsibility of the Prize winner and their travel companion.
  - C. The Prize winner and travel companion must each be covered by some form of international travel insurance, the cost of which is the responsibility of the Prize winner and their travel companion. The Prize winner and travel companion are strongly encouraged to hold full international travel insurance for the duration of the trip prior to departure from New Zealand. It is the responsibility of the Prize winner and their travel companion to ensure such travel insurance protects them, to the greatest extent possible, from any costs associated with contraction of COVID-19, government lockdown, change in travel rules, or changes in rules regarding to flying and/or entry requirements into the US or New Zealand. The Promoter and Partner are not liable for any fees, costs, damages, or payments required to be paid because of COVID (or related matter) or associated rules, laws, government directives, or otherwise. The Prize winner and their travel companion agree and accept that all travel is taken at their own risk.
  - D. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stipulated. The Prize cannot be transferred to any other person.
  - E. Prize is as offered. It is not exchangeable or redeemable for cash or other goods or services.
  - F. Food and beverages, tips, sightseeing excursions, and any additional accommodation are not included and are the sole responsibility of the Prize winner and travel companion.

- G. Once the booking is confirmed no changes are permitted.
  - H. Should the Prize winner and travel companion wish to extend travel dates, this will be at their own cost.
  - I. Economy Class tickets are not upgradable unless the Prize winner wishes to do so at their own expense.
  - J. The Prize Winner and / or companion are liable for any charges for excess baggage.
  - K. All Prize travel is subject to the airlines Conditions of Carriage.
  - L. iHeartCountry NZ, nor any other person or party associated with this competition 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.
  - M. The Prize includes GST and taxes included in the price of the airline tickets.
  - N. The Promoter reserve the right to change the itinerary and departure date if required for operational reasons, this will be done in consultation with the Prize winner.
  - O. Agree to the further travel related terms, including those covered in Clause 20 in the Standard Promotion or Competition Rules below.
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 website, Facebook and Instagram pages, on air and other publications.
  5. NZME will collect and use, for the purpose of the Promotion, your personal information. Any personal information provided to the Promoter will be collected, held and used in accordance with NZME's privacy policy: <https://www.nzme.co.nz/about-nzme/terms-conditions/>
  6. You have the right to request access to and correction of your personal information (where such information is readily retrievable) by contacting the Promoter.
  7. Please contact us at [info@iheartcountry.co.nz](mailto:info@iheartcountry.co.nz) for any queries.
  8. By entering the Promotion, you have agreed to accept these Specific Terms and Conditions, our standard promotion or competition rules, our website terms of access and privacy policy.

## 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 and flatmates;
- (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 \$999.00 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.
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 reserve the right to exclude any person from participating in the Promotion on reasonable grounds.
8. NZME reserve the right to refuse to award any prize to an entrant who NZME decide (at their discretion) have 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](http://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 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 (e.g. 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. The prize will be sent out within 14 working days if not discussed otherwise.
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 reserve the right to amend, vary, extend, or discontinue a Promotion at any stage, for any reason.
23. NZME take 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.