

PROMOTIONS & COMPETITIONS - GENERAL RULES

Updated 14 July 2022

1. These General Rules apply to all promotions or competitions run by Discovery NZ Limited and its related entities (the “**Promoter**”), on or off-air, on any platform (being the “**Promotion**”). Promotional periods, prizes, entry mechanics, winner selection and any specific rules will be as stated in the particular Promotion’s specific rules (“**Specific Rules**”). These General Rules and any applicable Specific Rules are together 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 the Promoter, 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 in the 14 days prior to the Promotion start date or (where the prize was valued at over \$1000) during the period 90 days prior to the Promotion start date;
 - c. anyone who has been made aware of non-public details of the Promotion by employees of the Promoter, 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. The Promoter’s 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. The Promoter 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. The Promoter may refuse or disqualify any entry (including winning entries) if the Promoter 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 the Promoter reasonably considers to be inappropriate, unlawful, offensive or otherwise not in the spirit of the Promotion. If the winning entry is disqualified, the Promoter 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: the Promoter’s decision on voting arrangements and validity of votes will be final. Promoter reserves the right to discount votes if Promoter suspects bulk voting is taking, or has taken place, to inappropriately influence or manipulate the voting procedures. Promoter 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. The Promoter 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 Promoter’s reasonable control, then Promoter 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

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- accept the prize for any reason (e.g. the winner can't travel on the required dates), Promoter 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. The Promoter will not be liable for any prize(s) that do not reach the winners for reasons beyond the Promoter's reasonable control. Where a prize is being supplied by a third party, the Promoter accepts 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. The Promoter 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. 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).
 17. The Promoter 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.
 18. 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, Instagram or Snapchat. These social media platforms are in no way responsible for any aspect of the Promotion.

PERSONAL INFORMATION

19. 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 the Promoter.
20. The Promoter collects and holds personal information provided by entrants for the purposes of administering this Promotion and for future Promoter promotional purposes. Under the Privacy Act 2020, entrants have the right to access and correct their personal information. If you would like to exercise these rights, you can contact us at DPO@discovery.com or at Discovery NZ Limited, 3 Flower St, Eden Terrace, Auckland 1021. Please refer to our [Privacy Notice](#) for more information about how the Promoter will collect, use and disclose your personal information.

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