

THE BREEZE NORAH JONES IN NEW YORK PROMOTION TERMS & CONDITIONS

PROMOTION SUMMARY

1. The Breeze Norah Jones in New York promotion allows the entrant to be into win a return trip for two to New York for two tickets to an exclusive invitation only Norah Jones performance on January 27th 2010.

HOW TO ENTER

2. The promotion period begins at 6am on Monday November 23rd 2009 and closes at midnight on Friday December 11th 2009.
3. The major prize will be drawn after midday on Friday December 11th 2009 and the winner announced on-air between 6am – 10am on Monday December 14th 2009. The winner will be notified by phone and the prize confirmed in writing within 3 working days of the draw.
4. Entry is via The Breeze website www.thebreeze.co.nz and entrants must log in as a user and register to win by clicking the applicable button at the bottom of the Norah Jones in New York promotional webpage.
5. The Judge is appointed by The Breeze office in Auckland, Level 3, 239 Ponsonby Road, Ponsonby, Auckland.
6. Participants may only enter once.
7. All entrants must be at least 18 years of age.
8. There is only one major prize. All local winners will go into the overall national draw for the one major prize.

THE PRIZE

9. The major prize consists of:
 - Economy return flights for two from Auckland to New York. Subject to the winner's address upon entry The Breeze will supply either two return flights to Auckland OR at its discretion; The Breeze will offer petrol vouchers for travel to Auckland in the winner's own private vehicle. The winners will depart from their closest domestic airport to Auckland. The winners must make their own way to the airport and must be available to fly on the flights specified by the airline.
 - Return transfers for two between the applicable New York airport and the accommodation.
 - Three night's accommodation for two (minimum three star, twin share, room only) in New York City.

- Two tickets to an exclusive invitation only Norah Jones performance held on January 27th 2010 (performance date is subject to change).
- Any additional taxes needing to be collected locally at airports that are additional to the ticketable taxes remain the responsibility of the traveller.
- All other expenses including travel insurance and sundries are at the winner's expense.
- Travel must be taken to coincide with the date of the Norah Jones performance and flight times are subject to availability at time of winning.
- Airline terms and conditions of carriage apply.
- The winner is responsible for themselves and travelling companion holding a valid passport at time of travel and / or any visa requirements in order to travel to the United States of America.

GENERIC PROMOTION OR COMPETITION RULES

Definitions

'MediaWorks' means all companies in the MediaWorks Group including but not limited to MediaWorks NZ

Limited, MediaWorks Radio Limited and MediaWorks TV Limited and all brands and operating companies controlled by or associated with those entities.

The 'Promoter' is MediaWorks, The Breeze, EMI Music New Zealand.

'Disqualified Participants' are:

(a) all MediaWorks 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 where the prize incorporates air travel, alcohol or any other

element which would be illegal to supply to a person under the age of 18 years.

'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 MediaWorks Promotions or Competitions (collectively 'the Promotion') conducted on or off air and by means of any

medium – radio, television, print, telephone or computer. The Rules may change from time to time.

2. If a particular Promotion has specific rules or terms those specific rules or terms will apply if there is any inconsistency with the Rules.
3. Unless otherwise stated in the abovementioned specific rules or terms, registration or entry is limited to 1 per person. Where multiple entries are acceptable, each must be made as a separate entry.
4. Entry into the Promotion is deemed to be acceptance of the 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. The Promotion is open to New Zealand Residents only. Disqualified Participants may not enter in the Promotion.
6. MediaWorks reserves the right to exclude any person from participating in the Promotion on reasonable grounds.
7. MediaWorks reserves the right to refuse to award any prize to an entrant who MediaWorks decides (in its sole discretion) has violated the Rules, gained unfair advantage in participating in the promotion or won using fraudulent means.
8. By participating, entrants grant MediaWorks exclusive permission to use their names, characters, photographs, 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.
9. All entrant personal details will be held by MediaWorks and may be used for the purpose of the Promotion and for future promotion and marketing purposes in accordance with MediaWorks Privacy Policy (see www.mediaworks.co.nz) unless otherwise directed by entrants at the time of entry.
10. When submitting entry via text, the telephone number from which the entry was made will be stored in a database. The participant 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 at the discretion of MediaWorks and/or any other company associated with the promotion.
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) Any form of automated text message is invalid
 - b) MediaWorks takes no responsibility for text costs incurred after the Promotion has closed as stipulated in the Promotion Terms and Conditions.

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 by random draw.
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) or mail and must be available for the preparation of all publicity that may be required by MediaWorks. 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 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 Promotion becomes unavailable for any reason the Promoter may substitute a prize of like or equal value. Where the prize incorporates air travel, unless otherwise specified the air travel is economy class.
18. Where the Winner is required to claim the prize in person and 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 guardian must 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 MediaWorks 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.

MediaWorks Responsibility

20. MediaWorks reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
21. MediaWorks 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, Acts of God or otherwise.
22. To the fullest extent permitted by law MediaWorks 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 Promotion prize.

Acceptance

23. Participation in the promotion is deemed acceptance of these Terms and Conditions.