

## SUNRISE "STUCK ON SUZUKI" PROMOTION

### PROMOTION SUMMARY

The Sunrise Stuck on Suzuki Promotion allows chosen entrants to compete in the promotion to win a Suzuki car at one of five dealerships throughout New Zealand. In order to win the car, the chosen contestants must keep two palms flat on a Suzuki vehicle longer than the other contestants at the dealership where they are participating. This is 'the Promotion'.

### HOW TO ENTER

1. Applications to take part in the Sunrise Stuck on Suzuki Promotion will be accepted from 12pm on Sunday September 13<sup>th</sup> until 11.59pm on Thursday September 24<sup>th</sup> 2009.
2. Applications are to be made by completion of the official Sunrise Stuck on Suzuki application form which is available at [www.3news.co.nz/sunrise](http://www.3news.co.nz/sunrise).
3. No responsibility is taken for any entries that are not received for any reason.
4. From these entries no more than 100 people will be selected, by a Mediaworks appointed Judge's Panel, to be allowed to participate in the Promotion. Contestants will compete at a dealership selected and advised by the Promoter, and will be notified of this on or about Friday 25<sup>th</sup> September.
5. From the contestants selected, 5 will be judged winners of the Suzuki vehicles. The contestants win by holding two palms flat on a Suzuki vehicle for longer than the other contestants at the dealership where they are participating in the Promotion. There will only be 1 winner per dealership. Other contestants may win other prizes at the discretion of the Judges Panel.
6. The Sunrise "Stuck on Suzuki" Promotion will take place beginning on Monday 5 October 2009, in 5 different locations (North Shore Auckland, Mt Wellington Auckland, Hamilton, Christchurch and Wellington).

### SPECIFIC RULES

7. Participants must:
  - Be at least 18 years old
  - Have a clean criminal and driving record
  - Be available to take part in this Promotion from October 5<sup>th</sup> until at least October 9<sup>th</sup> (the "Promotion Period")
  - Have a support team (organized and selected by them) of no less than 2 people who will be able to supply food and water during the Promotion Period
  - Have no medical conditions that may affect their taking part in this Promotion and be in a current good state of health. (Contestants are strongly encouraged to enter this Promotion only with the approval of their GP)
  - Adhere to all rules, all directions from the On Site Judge or Promoter's representatives, and all terms and conditions of the Promotion
  - Be willing to take drug tests if required; acknowledging that evidence of any illegal substance will mean a contestant is disqualified from the Promotion. In the event that the Winner is disqualified, the Grand Prize will be awarded to the runner-up, at the Judge's discretion.

8. The On Site Judge(s) at each dealership will be chosen at MediaWorks' discretion, and their decision is final.
9. Contestants take part in the Promotion at their own risk and indemnify MediaWorks, Suzuki, Punch and vehicle dealerships in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the Promotion. Contestants are responsible for all costs associated with taking part in the Promotion, including food, for the duration of the Promotion.

The Prize:

10. Five Grand Prizes of a Suzuki car will be awarded to five winners (ie. one car per winner). No winner will receive more than 1 prize. MediaWorks will determine what model of Suzuki is won and no discussion will be entered into.

Please Note: The winner must claim the prize in person and must provide proper identification to enable transfer of ownership of the vehicle.

11. Consolation Prizes: A number of consolation prizes may also be offered to contestants at each participating dealership during the Promotion Period. The Promoter reserves the right to offer incentives and alternative prizes to contestants throughout the Promotion Period. Acceptance of an incentive or alternative prize means the contestant forfeits their right to a Grand Prize.

Determining a winner:

12. A Grand Prize winner from each dealership will be determined by the On Site Judge at the particular dealership. This winner will win by holding two palms flat on the vehicle longer than the other contestants.
13. If either one of a contestant's palm is removed from the vehicle for any reason whatsoever (without Judge's approval), they are disqualified from the Promotion and no longer able to participate. A Judge's decision to eliminate or disqualify a contestant is final and no correspondence will be entered into.
14. Contestants may remove their palm or palms from the vehicle for a 10 minute break ONLY when advised by the On Site Judge.
15. The On Site Judge may ask contestants to move to a point on the vehicle whilst keeping their palms flat on the vehicle. Both of the contestant's hands must remain flat on the vehicle whilst moving and if a palm is lifted during movement, this will result in the contestant being instantly disqualified.
16. In the event that at each dealership there is still more than one contestant left at 6.00am on Thursday 8th October 2009, MediaWorks reserves the right to finish the Promotion and place the remaining contestants into a random draw to win the Grand Prize for that dealership.

Elimination and Disqualification:

17. Any candidate who removes one or both of their palms from the vehicle is instantly disqualified, unless they remove their palms from the vehicle during their allocated 10 minute break and have been advised that they may remove their palms by the On Site Judge.

18. Any contestant deemed medically unfit by the On Site Judge to continue in the Promotion will be eliminated by the On Site Judge and all Judges' decisions are final.
19. Contestants must not enter into any commercial arrangements with sponsors regarding this Promotion that are not authorised by MediaWorks, including product endorsement or wearing branded clothing.
20. If support teams or contestants cause disruption of any sort or do not adhere to onsite rules, the contestant may be disqualified from the Promotion at the On Site Judge's discretion.
21. All media and interviews given by contestants must be authorised by the TV3 publicity department. MediaWorks reserves the right to disqualify contestants who give media interviews without this authorisation. The Winners and eliminated or disqualified Contestants must make themselves available to Sunrise, and for all other publicity that may be required by MediaWorks. No other media interviews will be given until winning contestants have been interviewed on Sunrise.
22. At all times whilst competing in the Promotion, contestants must wear a supplied tee-shirt and contestants must remove any other branded products and clothing if asked to by MediaWork's representatives.
23. Whilst taking part in the Promotion, contestant's support teams must adhere to onsite rules as advised by the On Site Judge. These rules will include entering and leaving the dealership and staying within defined areas of the dealership. If support teams or contestants cause disruption of any sort or do not adhere to onsite rules, the contestant may be disqualified from the Promotion at the On Site Judge's discretion.
  - a) There will be a supporter lock-out from dealerships between the hours of 10pm and 6am.
  - b) For safety reasons, contestants will not be allowed to drive themselves home after taking part in the Promotion. A member of the contestants support team must be available to pick up the eliminated, disqualified or winning contestant.

## STANDARD PROMOTION OR COMPETITION RULES

### Definitions

'MediaWorks' means all companies in the MediaWorks Group including but not limited to MediaWorks NZ Limited, RadioWorks Limited and TVWorks Limited (C4 & TV3) and all brands and operating companies controlled by or associated with those entities.

The 'Promoter' in this Promotion is MediaWorks Ltd and Suzuki New Zealand (including all five Suzuki dealerships involved in the promotion), and the ad agency, Punch Advertising.

'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.

## 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. Entry is limited to 1 per person.
4. Entry into the Promotion is deemed to be acceptance of the Rules and confirmation that the entrant has the necessary authority 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 must be valid and up to date and 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](http://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 in the manner set out in the Promotion Terms and Conditions – if not specified then as determined by the Promoter who shall for this purpose be deemed 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 immediately 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).
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.
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).
19. The Winner takes the prize entirely at his/her own risk and indemnifies MediaWorks and the Promoter 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, on road costs, 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.