

7 Days - “Let's Be Frank Caption Competition”

By entering into this Let's Be Frank Caption Competition promotion (the **Promotion**), you agree to all of these terms and conditions.

Promotion Details

Entry Period

- Entry opens on 13 April 2023 at 7:30 pm and closes on 31 August 2023 at 8:30 pm (**Entry Period**).
- One winner will be selected per show (20 shows in total). Each show will run from 7.30-8.30pm Thursdays.
- One winner will be announced each week.

How to Enter

Text

- Entry is via text and to be eligible for the Prize, entrants must text their caption along with their name to the designated text number on screen during the Entry Period.
- Entrants acknowledge that their text may be read out live on air.
- Texts may cost, please check with your mobile carrier.
- Entrants may enter as many times as they like via the text entry method.

Winner Selection

- One winner per show will be selected by the Executive Producer of 7 Days, or other nominated employee of Warner Bros. Discovery. One winner will be announced on air each week, and contacted by phone.

Major Prize Details

As part of this Promotion each winner(s) will receive one of 20 prizes, one per week. Major prize(s) consisting of:

Goods and/or services prize

- \$500 Frank Energy power credit, to be used within 12 months

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.
 - 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.
 - The winner must become a customer of Frank Energy or sign up to be a customer of Frank Energy to receive the prize, or they may nominate another person to receive the prize who may be or must become a customer of Frank Energy.
 - The prize must be used within a 12 month period

Promoter

- Discovery NZ Limited ("Warner Bros. Discovery"), company number 4587159.

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

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 Warner Bros. Discovery, 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 Warner Bros. Discovery, 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. Warner Bros. Discovery'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. Warner Bros. Discovery 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. Warner Bros. Discovery may refuse or disqualify any entry (including winning entries) if Warner Bros. Discovery 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 Warner Bros. Discovery reasonably considers to be inappropriate, unlawful, offensive or otherwise not in the spirit of the Promotion. If the winning entry is disqualified, Warner Bros. Discovery 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: Warner Bros. Discovery's decision on voting arrangements and validity of votes will be final. Warner Bros. Discovery reserves the right to discount votes if Warner Bros. Discovery suspects bulk voting is taking, or has taken place, to inappropriately influence or manipulate the voting procedures. Warner Bros. Discovery 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. Warner Bros. Discovery 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 Warner Bros. Discovery's reasonable control, then Warner Bros. Discovery 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), Warner Bros. Discovery 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. Warner Bros. Discovery will not be liable for any prize(s) that do not reach the winners for reasons beyond Warner Bros. Discovery's reasonable control. Where a prize is being supplied by a third party, Warner Bros. Discovery 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. Warner Bros. Discovery 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. Warner Bros. Discovery 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, TikTok 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 Warner Bros. Discovery.
20. Warner Bros. Discovery collects and holds personal information provided by entrants for the purposes of administering this Promotion and for future Warner Bros. Discovery promotional purposes. All personal information provided by entrants will be held by Warner Bros. Discovery 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 Warner Bros. Discovery's [Privacy Policy](#) for more information about how Warner Bros. Discovery uses personal information.