

SPECIFIC PROMOTION TERMS - GENESIS ENERGY & ONEROOF

Save a OneRoof listing during the Promotion Period and be in to win a year of free power (electricity) (up to the value of \$3,000) from Genesis Energy*.

***Winner must be or become a Genesis Energy residential electricity customer to claim the Prize.**

PROMOTION SUMMARY

OneRoof Limited (**Promoter**) in association with Genesis Energy Limited ("**Genesis Energy**" or the "**Sponsor**"), are giving you the chance to win a year's free power (electricity) (to the maximum value of \$3000 including GST) (**Promotion**). Save a listing on the OneRoof website or app during the Promotion Period and be in to win a year's free electricity (up to \$3,000) from Genesis Energy. The winner must be or become a residential Genesis Energy electricity customer to claim the Prize. Terms and conditions apply (see below).

PROMOTION PERIOD

The Promotion starts at 12.01am on 6 November 2023 and ends at 11.59 pm on 26 November 2023 (**Promotion Period**).

HOW TO ENTER AND ELIGIBILITY TO PARTICIPATE

1. To enter the Promotion a participant must:
 - a. Be eligible under the Promoter's Standard Terms and Conditions below;
 - b. Be eligible to claim the Prize under clause 3;
 - c. Be a New Zealand resident;
 - d. Be 18 Years of age or older;
 - e. Be or become a OneRoof customer by registering online with OneRoof (there is no fee to register); and
 - f. Save a listing on the OneRoof website or app during the Promotion Period, note:
 - i. this will require participants to sign-in to their OneRoof account;
 - ii. anyone who saves (hearts) a listing during the Promotion Period will be automatically entered into the draw;
 - iii. there will be only one valid entry per person.
2. Real estate agents that use the OneRoof Platform are not eligible to participate in this Promotion.

ELIGIBILITY TO CLAIM THE PRIZE

3. To be eligible to claim the Prize, the selected entrant must:

- a. Meet the eligibility to participate criteria in clauses 1 and 2;
- b. Confirm their acceptance of these terms and conditions; and
- c. Be or agree to become a residential Genesis Energy electricity customer. If the selected entrant is not already a residential Genesis Energy electricity customer, the selected entrant will need to:
 - i. meet Genesis Energy's standard customer eligibility requirements; and
 - ii. agree to be subject to the applicable Genesis Energy terms and conditions (which may include [Genesis Standard Terms and Conditions](#) for the Supply of Electricity, the [Energy Plus Plan terms and conditions](#) or the [Energy Basic terms and conditions](#)).

PRIZE

4. There is one Prize of Genesis Energy residential electricity account credits applied to the winner's Genesis Energy account monthly over a consecutive 12-month period to a maximum value of \$3000 (including GST) (the "Prize").
5. For the avoidance of doubt:
 - a. No further credits to the winner's Genesis Energy account will be applied once a total of \$3,000 credit has been applied to the account.
 - b. The credits will be applied monthly for a consecutive 12-month period. Any unused portion of the Prize at the end of the 12-month period will be automatically forfeited, with no right to compensation.
6. The Prize value is calculated on the Estimated Annual Consumption (EAC) of electricity per household (7,033 kWh) and average residential expenditure on electricity per household per annum (including GST) (\$2,213) for 2023, as per [Minister of Business, Innovation & Employment Household sales-based electricity cost data](#).

WINNING THE PRIZE

7. The provisional Prize winner will be drawn randomly within five business days after the end of the Promotion Period, and will be notified by email.
 8. If the Prize winner does not respond to the Promoter within 5 days of being contacted by the Promoter or is not eligible to win the Prize, the Prize winner will forfeit the Prize with no right to compensation. The Prize will be redrawn until the Prize is claimed.
 9. The provisional Prize winner is under no obligation to accept the Prize, if they do not wish to do so. If the provisional Prize winner elects to waive their right to the Prize, no compensation will be payable.
 10. To claim the Prize, the provisional winner must:
 - a. Confirm they meet the eligibility requirements at clause 3; and
 - b. consent to the Promoter providing the winner's details to the Sponsor for the purpose of Prize fulfilment, including registration as a customer of the Sponsor (if required).
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ADDITIONAL TERMS AND CONDITIONS

1. Genesis Energy takes no responsibility for any dispute arising between the deemed participant and any other party who may have submitted the entry.
 2. Genesis Energy employees, contractors, agents, and their immediate families are not eligible for entry into this Promotion.
 3. If at any point the Prize winner's Genesis Energy account is disconnected or cancelled for any reason, or is closed by the Prize winner, any unused portion of the Prize will be forfeited with no claim to compensation.
 4. By accepting the Prize, the winner consents to be interviewed by Genesis Energy, and for Genesis Energy to use the Prize winner's name, city/town of residence and interviews for publicity purposes without compensation. This includes on the Genesis Energy website, direct and social media channels.
 5. The Prize is not available in conjunction with any other offer from Genesis Energy.
 6. The Promoter's and the Sponsor's decisions on all entry and Promotion matters are final and no correspondence will be entered into.
 7. The Promoter and Sponsor reserve the right to request proof of a winner's eligibility in the event there is doubt over their eligibility to enter the Promotion or to receive the Prize, and to disqualify any Participant who is ineligible or who tampers with, or otherwise benefits from the tampering of, the entry process or the operation of this Promotion.
 8. The Prize is as stated, and is not negotiable, transferable, refundable nor redeemable (including for cash).
 9. Other conditions may apply and will be advised at the time of awarding each Prize, where allowed by law and subject to any written directions from a regulatory authority.
 10. If the Prize is unavailable (other than by reason of a participant's ineligibility or non-acceptance of these terms), the Promoter and the Sponsor, in their discretion, reserve the right to substitute the Prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
 11. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated. The Prize cannot be transferred to any other person, unless agreed to by the Promoter and the Sponsor.
 12. Unless prevented by law, these terms and conditions, including the entry mechanism, Promotional Period and Prize, may be amended at any time. The Promoter reserves the right to cancel, terminate, modify, suspend or extend the Promotion at any time and for any reason before the end of the Promotion Period, and shall not be liable to any Participant or winner for any loss or damage incurred as a result.
 13. Subject to any applicable law which cannot be excluded, the Promoter and the Sponsor and their respective employees and agents, and any third-party provider of Prizes shall not be liable to any person in any way for any loss, damage or injury suffered or sustained (including but not limited to direct or consequential loss, death or personal injury, the cancellation or postponement for any reason of any Prize, any complimentary goods or products, or for the quality of goods or services supplied by any third party, or loss arising from negligence) arising directly or indirectly out of or in connection with the Promotion or the Prize. This does not exclude or limit any customer rights and remedies against Genesis Energy under the terms and conditions between the Prize winner and Genesis Energy referred to at clause 3(c)(ii) above.
 14. The Promoter and Sponsor take no responsibility for lost, damaged, misdirected, late or invalid Promotion entries or Prize redemptions, ISP costs, for omission, interruption, deletion, defect or
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line failures of any telephone network, computer equipment or software, for inability to access the OneRoof website or app or for any other error or malfunction.

15. The Sponsor is solely responsible for Prize fulfillment and for any goods or service supplied by it. The Promoter shall not be liable to any person including the winner in relation to the Prize or for or in relation to goods and services (including as part of the Prize) supplied or to be supplied by Genesis Energy, or for goods and services so supplied.
 16. Any attempt to resell or auction all or any part of a Prize will result in an immediate cancellation of the Prize.
 17. The Promoter (and agents, contractors and other service providers associated with the Promotion) will collect and use personal information from participants (for example their email address and other contact details). Personal information will be used for the purpose of this Promotion, and personal information supplied as part of the OneRoof account registration process will be used for other purposes set out in the Promoter's Privacy Policy. For the purpose of Prize fulfilment, the winner's personal information will be shared with the Sponsor. Failure to provide personal information may prevent a person from participating in the Promotion and being eligible to receive the Prize. Participants have the right to request access to and correction of their personal information (where such information is readily retrievable) by contacting the Promoter or Genesis Energy (as applicable) at the following addresses:
 - a. OneRoof: OneRoof, 2 Graham Street, Auckland CBD, Auckland 1010
 - b. Genesis Energy: Genesis Energy Limited of Level 6, 155 Fanshawe Street, Auckland CBD 1010
 18. The Promoter and Genesis Energy will collect, hold and store personal information in accordance with their respective privacy policies, available at:
 - o [OneRoof Privacy Policy](#); and
 - o [Privacy policy | Genesis NZ \(genesisenergy.co.nz\)](#)
 19. Participants grant the Promoter and Sponsor permission to 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 or the Sponsor's websites, Facebook/Instagram/Twitter pages, on-air and in other publications of the Promoter or the Sponsor.
 20. Entry into this Promotion is deemed to be acceptance by participants of:
 - a. these terms and conditions (including those below).
 - b. the Promoter's website and user terms (Disclaimer and disclosure (oneroof.co.nz); User Terms (oneroof.co.nz)), or as applicable its app terms Terms and Conditions | OneRoof (oneroofapp.com), and its privacy policy OneRoof Privacy Policy. These Promotion Terms and Conditions take priority if and to the extent of any conflict.
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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, OneRoof 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;
- (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 \$1000 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. The Rules may change from time to time.
 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 reserves the right to exclude any person from participating in the Promotion on reasonable grounds.
 8. NZME reserves the right to refuse to award any prize to an entrant who NZME decides (in its sole discretion) has 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,
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- 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) 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. You consent to NZME sharing the personal information you have provided upon entry into this competition with third parties as required in order to provide the prize to you.
 13. 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

14. Only the person who originally entered the Promotion can be awarded the prize (the ‘Winner’).
 15. 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’).
 16. The Judge’s determination of the Winner will be final and no correspondence will be entered into.
 17. 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.)
 18. 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.
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19. Where the Winner is required to claim the prize in person, 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 legal guardian must accompany the Winner or give their prior written consent to the award of the Prize.
 20. 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.
 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
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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 reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
23. NZME 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, 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.
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