

MYSTERY BREAKS TERMS AND CONDITIONS:

References to 'us' 'we' and 'our' are to Pacific Leisure Group Limited (trading as Air New Zealand Holidays and referred to throughout the remainder of this document as Air New Zealand Holidays) and references to 'you' are to you as the customer.

'Conditions' means the booking conditions set out in clause 1, the pricing conditions set out in clause 2 and the general conditions set out in clause 3; 'Mystery Break' means an Air New Zealand 'Great Mystery Break™' or 'Deluxe Mystery Break™' booked with us under these conditions; and 'suppliers' means any person who provides all or part of your Mystery Break, such as accommodation, rental car or other ground products.

Please read the following conditions carefully as they incorporate the basis upon which bookings are accepted by us. These Conditions may be changed by us at any time with or without notice and in our sole discretion.

1. BOOKING CONDITIONS

1.1 RESERVATIONS

All dates are subject to availability. The total number of Mystery Breaks may be limited each day. Subject to clause 1.3 below, please advise us of any special travel or accommodation requirements at time of booking and subject to availability we will do our best to accommodate such requests.

1.2 PAYMENT

For open dated Mystery Break bookings payment is required within 24 hours of receiving a voucher confirmation. For Mystery Break bookings where a travel date has been specified full payment is required at time of booking.

1.3 DESTINATIONS

Mystery Breaks involve domestic travel within New Zealand only. As your destination is a mystery, you cannot specify where you want to go. However you can advise one destination you do not want to travel to and, subject to availability, we will endeavour to accommodate your request. We cannot guarantee inter-island travel for Mystery Breaks. Accommodation closeouts may apply during major sporting, entertainment, cultural events and holiday periods, during which time Mystery Breaks are unavailable. See your travel agent for details.

1.4 CONFIRMATION

You will receive final documentation twenty four hours prior to travel which will be sent as e-vouchers to an email address as nominated by you. Please ensure you have access to a printer as you will need to print these e-vouchers and carry them with you for the duration of your Mystery Break.

1.5 OPEN DATED VOUCHERS

Mystery Breaks are available open-dated for use as a gift, incentive or prize. Open dated documents are valid for travel within twelve months from date of issue. Extensions beyond twelve months are not permitted.

1.6 ACCOMMODATION CHECK-IN AND CHECK-OUT

Generally, check in is early afternoon at approximately 2 pm and check out is mid-morning at approximately 10 am. Properties are usually happy to store your luggage outside of these times. Early and late check in / out requests are not permitted.

2. PRICING CONDITIONS

2.1 PRICING

Prices for Mystery Breaks are per person based on single, twin or triple share and include GST and all levies.

2.2 AMENDMENTS AND CANCELLATIONS

Once ticketed all travel becomes non-refundable and non-transferable. Within seven days of departure no amendments are permitted. Any amendment to the booking is subject to the approval of the relevant supplier. Any approved change to the booking will incur an amendment fee of \$50 per person in addition to any fees imposed by the supplier. If passenger names have been provided to us incorrectly spelt, a name correction fee of \$50.00 per person will apply and supporting documentation may be required for passenger verification. Travel/cancellation insurance is recommended.

2.3 CHILDREN

No child discounts apply.

2.4 RENTAL CAR TERMS AND CONDITIONS

(a) - You will need your current full driver's licence for presentation when you collect your vehicle. Minimum age for driving rental vehicles is 21 years.

(b) - Fuel costs, excess reduction and miscellaneous charges are payable by the renter. The vehicle will have a full tank on collection and you will be liable for the cost of a refill unless you return the vehicle with a full tank.

(c) - A damage excess of \$3000 + GST applies and is payable directly by the renter if the vehicle is involved in an accident. The excess may be reduced to \$225 + GST by the purchase of Excess Reduction Insurance at time of collection (\$25 + GST per day). Avis require a credit card imprint at the time of collection and Budget require a credit card deposit sufficient to cover the insurance option selected plus a \$150 bond to cover fuel which must be paid when collecting the vehicle. Any refund due will be made when the vehicle is returned. Further conditions will apply which are available from the rental company upon collection of the vehicle.

2.5 CHANGES

This information is correct as at 01 December 2012 but is subject to change without notice. Accommodation closeouts may apply during major sporting, entertainment, cultural events and holiday periods, during which time Mystery Breaks are unavailable.

3. GENERAL CONDITIONS

3.1 TRAVEL AND ACCOMMODATION

The accommodation, car hire and any other components included in your Mystery Break are provided by reputable suppliers on their own conditions. In contracting with you, we do so only as an agent for these suppliers. Please note that your contract with these suppliers is subject to the terms and conditions and limitations of liability imposed by the suppliers.

3.2 WHAT IS NOT INCLUDED

The price of any component not included in your itinerary, passports and visas, airport and/or departure taxes collected at time of check-in, where applicable, are not included in the price, nor are items of a personal nature such as laundry, transport outside of any transfers provided, telephone calls, excess baggage charges, personal and baggage insurance, postage, drinks, room service or meals (unless specified). Additional fees or charges levied directly by the suppliers may also apply and are not included in the price. See your travel agent for details.

3.3 AIR TRAVEL

Air travel will be on Air New Zealand (including Air New Zealand Link) services only and is subject to Air New Zealand's Conditions of Carriage available on-request from any Air New Zealand Holiday's Store or online.

3.4 BOOKING ARRANGEMENTS

The person effecting a booking shall be deemed to have accepted these conditions on behalf of all persons named in the booking. The contract will be governed by and subject to these conditions. All communications from us will be sent to the email address you provide to us at the time you make your booking. It is a condition of our confirmation of your booking and acceptance of your payment in respect of your Mystery Break that payments are made on your behalf to suppliers by us.

3.5 OUR RESPONSIBILITY

The services that we supply consist solely of arranging and coordinating travel, entertainment and accommodation facilities and services and making reservations, issuing tickets and vouchers to customers for the provision of services and facilities by suppliers. We undertake to perform these services with reasonable care and skill. The standard of accommodation and other services are based on various factors, which are generally accepted as indicative of a certain class, however, we make no representation or warranty whatsoever as to the provision of any service of which we are not the supplier.

Air New Zealand Holidays does not accept any liability of whatever nature for the acts, omissions or default, whether negligent or otherwise, of any supplier in connection with your holiday pursuant to a contract between them and you (which may be evidenced in writing by the issue of a ticket, voucher, coupon or the like) and over whom we have no direct or exclusive control. Where for any reason, a supplier is unable to provide particular facilities or services, then that supplier may be entitled, under its contract with us, to substitute comparable or equivalent facilities or services without incurring any liability to you.

3.6 FORCE MAJEURE

We will not be liable for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by any events which are beyond our control including, but not limited to war, civil disturbance, fire, floods, acts of God, acts of government or any other authorities, accident to or failure of machinery or equipment or industrial action.

3.7 INDEMNIFICATION

You agree to defend and indemnify us, our representatives, agents, employees, directors, and officers from any claim, cause of action, or demand, in any action filed or commenced by a third party against us as a result of your breach of the terms or the documents made part of these conditions, or your violation of any law or right of a third party.

3.8 LAW OF CONTRACT

Any claims arising out of our provision of services to you under these conditions will be governed by the law of New Zealand and any legal action arising under the contract shall be litigated only in the appropriate court having jurisdiction in New Zealand.

3.9 AGENT

Air New Zealand Limited does not by virtue of its participation in any Mystery Break or by virtue of supplying any component of any Mystery Break represent itself as either contracting with any purchaser of a Mystery Break from Air New Zealand Holidays Limited, or as having any other legal relationship with any such purchaser, save to the extent Air New Zealand Limited participates as a carrier in a Mystery Break and in such case, the contractual or other legal relationship (if any) with the purchaser shall solely relate to the supply of the air travel component of the Mystery Break. When Air New Zealand Holidays Limited makes your bookings with the suppliers we are acting only as a booking agent for the suppliers.

3.10 CONSUMER GUARANTEES ACT

Where you purchase or hold yourself out as purchasing our services for the purposes of a business the provisions of the Consumer Guarantees Act will not apply to the supply of such services.

3.11 NO AMENDMENT

No employee or agent of Air New Zealand Holidays Limited or Air New Zealand Limited has any authority to amend, cancel or otherwise alter these conditions.