

SPECIFIC COMPETITION TERMS

NZME and Tourism Industry Aotearoa are offering you the opportunity to win an Air New Zealand Mystery Break for two.

The Promotion Opens 12pm – 27 July 2018 and runs until the 17 August 2018

How to Enter:

Entry is free and open to all residents of New Zealand, aged 18 years and over. Employees of NZME, Tourism Industry Aotearoa, Air New Zealand and their immediate families are not eligible to enter.

To enter the Promotion you need to submit your choice for the Peoples Choice Award.

By submitting an entry form, you are agreeing that your details may be added to the NZME and Tourism Industry Aotearoa email databases and you consent to receive regular offers and promotions from the Promoters. You can at any time unsubscribe from these communications using the link provided.

All entries for the competition must be submitted via the online registration form within the Promotion Period.

No responsibility is taken for late or misdirected entries.

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 un

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.

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, GrabOne Limited and all brands and operating companies controlled by or associated with those entities.

The '**Promoter**' is NZME, Brand USA and helloworld New Zealand.

'**Disqualified Participants**' are:

- (a) all 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
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- 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, 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. 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

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 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’).
 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), 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.)
 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 Competition 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, 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.
 19. 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.
 20. 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
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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 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

- 21.** NZME reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
- 22.** 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.
- 23.** 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.
- 24.** 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

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25. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
 26. If the Winner does not accept these Terms and Conditions the prize will be forfeited.
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