

**If You Seek Global FAM 'New Zealand' Promotion**  
**Official Rules**

**1. The Promoter/Sponsor**

1.1 The Promotion is organized by the New Zealand Tourism Board, trading as Tourism New Zealand ('TNZ' and "**Sponsor**"), and registered at Tourism New Zealand, 501 Santa Monica Blvd, Suite 300, Santa Monica, CA 90401.

**2. Promotion Entry Period**

2.1 The 'If You Seek Global FAM promotion ("**the Promotion**") will run during a promotional period from 00:01 GMT on Sep 21, 2022 (**the "Opening Date"**) to 23:59 GMT on Dec 1, 2022 inclusive ("**the Closing Date**").

2.2 All Promotion entries received after the Closing Date are automatically disqualified.

**3. Eligibility**

3.1 This Promotion is only open to legal residents in the United States who are both (i) aged 18 years or older at the time of entry and (ii) actively employed as a travel agent or consultant selling travel to New Zealand, at the time the prize is awarded ("**Participants**" or "**you**").

3.2 Employees of TNZ or any of its subsidiary or affiliated companies and their immediate families (parents, siblings, spouses, children) and members of their households, and anyone otherwise connected with operation or fulfilment of the Promotion and the immediate family members of, and/or those living in the same household of, such persons are not eligible to enter or win the Promotion.

3.3 This Promotion is void outside the United States and where prohibited or restricted by law. All federal, state, provincial, municipal and local laws and regulations apply.

3.4 In entering the Promotion, you confirm that you are eligible to do so and eligible to claim the prize. TNZ may require you to provide proof that you are eligible to enter the Promotion.

3.5 In the event of a dispute as to any entry, the authorized account holder of the email address submitted at time of entry will be deemed to be the entrant. The authorized account holder is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winners may be required to show proof of being the authorized account holder of the account associated with the entry.

**4 Entry/Drawing**

4.1 Participants must enter the Promotion online by registering for the If You Seek Global FAM using this link - <https://traveltrade.newzealand.com/us/if-you-seek-global-famil> and must agree to the Official Rules.

4.2 To be eligible, Participants must utilize TNZ marketing hub 'If You Seek' marketing materials, provide evidence of such usage, and fill out the entry form using this link <https://traveltrade.newzealand.com/us/if-you-seek-global-famil> before Dec 1, 2022 ("**entry**").

4.3 Entries are limited to five (5) entry into the Promotion per Participant.

4.4 Winners will be chosen by a random draw of Participants who utilize TNZ's If You Seek marketing materials from the marketing hub and complete the entry form. Drawing will be conducted by Sponsor, whose decisions are final on all matters relating to the drawing. Odds of winning depend upon the total number of eligible entries received.

4.5 No purchase is necessary and there is no charge to register for use of the website.

4.6 The Sponsor will not accept:

- (a) responsibility for entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

(b) proof of transmission as proof of receipt of entry to the Promotion.

- 4.7 By submitting a Promotion entry, you are agreeing to be bound by these Official Rules. Any entry not complying with these Official Rules is invalid.
- 4.8 For help with entries, please see <https://traveltrade.newzealand.com/us/if-you-seek-global-famil> where you can also find a copy of these Promotion Official Rules ( under Terms & Conditions)

## 5. The Grand Prize and Approximate Retail Value (“ARV”)

5.1 The Grand Prizes (‘each, a **Grand Prize**’) is:

- **Grand Prize:** 7-night Global FAM
- Placement on a 7-night (minimum) FAM trip for WINNER ONLY to New Zealand, including select activities and select meals.
- There is two (2) Grand Prize available to be won. The flights will be bookable on a partner airline designated by TNZ. The trip dates will be in 2023 and confirmed once TNZ has finalized the dates. The activities will be provided by third party activity providers, whose identity will be communicated to you when trip dates are confirmed. Transportation to/from Los Angeles, CA and winner’s home is not included with prize. You must depart from Los Angeles, CA.

5.2 All flights will be subject to the airline partner’s Conditions of Carriage, which will be provided upon confirmation of trip dates, and frequent flyer points cannot be accrued on Grand Prize air travel. Other components of the Grand Prize will similarly be subject to the provider’s standard terms.

5.3 It is each Winner’s responsibility to ensure that they are fit, well and able to travel. The Sponsor reserves the right to withdraw the Grand Prize from a Winner and re-award the Grand Prize to another Participant where health reasons or concerns prevent a Winner from taking the Grand Prize and being able to travel.

5.4 The Grand Prize does not include: visas, any transport not set out under clause 5.1, additional accommodations, travel insurance, medical insurance, the cost of transfers to and from domestic US airports or stations, additional meals, spending money, tax (including any applicable tourism levy) or personal expenses. Any other costs incurred, in addition to those expressly set out in paragraph 5.1 above, and that are incidental to the fulfilment of the Grand Prize are the responsibility of the relevant Winner.

5.5 Each Grand Prize Winner will be responsible for ensuring that such Winner is available to travel and holds valid passports, any necessary visas and travel documents for the trip.

5.6 Activities are subject at all times to availability, demand and the terms of the activity provider.

5.7 The Grand Prize is non-transferrable, non-refundable, non-negotiable non-substitutable, and cannot be canceled, exchanged or redeemed for cash. Any further details of the Prizes will be communicated to the Winners by email only, by TNZ.

5.8 TNZ and its associated agencies and companies are not responsible or liable for any tax implications that may arise from winning a prize. Independent financial advice should be sought and U.S. Winner(s) will receive a 1099 tax form for the actual value of the prize awarded.

## 6. Winners

6.1 The decision of TNZ in drawing the Winners is final and no correspondence or discussion will be entered into.

6.2 TNZ will contact the Winners by email as soon as practicable after the Draw Date, using the email address provided with the Promotion entry.

- 6.3 TNZ will announce the Winners (including surname, city, state or province and country) on <https://www.facebook.com/groups/TNZAgentUSACAN> (Facebook Post) on/about Friday , December 16, 2022 or after Winners are all confirmed.

## **7. Claiming Prizes**

- 7.1 If you are a Winner of the Grand Prize, you must claim the prize by providing any proof of marketing material usage and confirming acceptance by email within (5) days of the Draw Date. TNZ will make all reasonable efforts to contact the Winners using the contact details provided at the time of entry. If a Winner cannot be contacted or is not available, or has not claimed their prize within (5) days of the Draw Date, TNZ reserves the right to choose another Winner by carrying out a further random draw from the entries that were received before the Closing Date. Grand Prize Winners must then also sign and return, as indicated, a Declaration of Eligibility, Release of Liability and a Publicity Release, and Assignment of Rights (where legal) (“**Prize Documents**”) and return Prize Documents as instructed within three (3) days of attempted notification or prize may be forfeited and an alternate Winner may be selected. Return of any prize or prize notification as undeliverable may result in disqualification and alternate Winner may be selected.
- 7.2 TNZ may require the Winners to verify their entry and provide acceptable proof of identity, age, residency and employment. In the event of a winning entry not complying with the eligibility conditions the entry will be discarded.

## **8. Limitation of Liability**

- 8.1 Insofar as is permitted by law, TNZ, its agents or distributors will not in any circumstances be responsible or liable to compensate any Winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up a prize except where it is caused by the negligence of TNZ, its agents or distributors or that of their employees. Your statutory rights are not affected.
- 8.2 Where all or any part of a prize is unavailable for any reason, to the maximum extent permitted by law, the individual will have no right to a substitute or compensation, and TNZ is not responsible for the unavailability of all or part of a prize.

## **9. Personal Information**

- 9.1 TNZ will only collect, use, disclose and otherwise process your personal information (“**PI**”) in relation to the Promotion and prizes as set out in the TNZ privacy policy, available here: <https://traveltrade.newzealand.com/us/about/privacy-agreement/> or as otherwise notified to you. Your PI will be collected to enable TNZ and its agencies to administer and promote this Promotion, and advertise to you. The PI of winners may be provided to third parties assisting in the conduct of the Promotion, including prize suppliers and deliverers, and for publicity purposes surrounding the Promotion. If the PI requested is not provided, the individual may not participate in the Promotion and or receive the prize. By entering this Promotion, the individual consents to the use of their PI as described. Individuals may have rights of access to and correction of their PI. A request to access, update or correct any personal information should be directed to the TNZ privacy officer at [privacypolicy@tnz.govt.nz].
- 9.2 TNZ would like to use the details of the Winners for publicity purposes in connection with the Promotion. By submitting an entry to the Promotion, you acknowledge that TNZ may use your name, entry and a photograph of you for publicity purposes in connection with the Promotion. If you object to this use, please contact TNZ at the address set out in paragraph 1.

## **10. General**

- 10.1 If there is any reason to believe that there has been a breach of these Official Rules by you, TNZ may, at its sole discretion, reserve the right to exclude you from participating in the Promotion or receiving a prize.

- 10.2 If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, in the event of technical or other difficulties and in such event if any entries are received, Winners will be selected from among all eligible entries received prior to termination.
- 10.3 Except to the extent pre-empted by applicable state law, the Promotion shall be governed by the laws of the State of California in the U.S., without giving effect to any conflict of law provisions thereof. By participating in the Promotion, entrants agree that any and all disputes which cannot be resolved between Entrant and Sponsor, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in CA, having competent jurisdiction, which court shall apply the laws of the State of CA in the U.S. without giving effect to any conflict of law provisions thereof. This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, LinkedIn or any media publications used to promote this Promotion.