

**Tourism New Zealand Ambassador Agreement NAM  
MICHELIN Food and Beverage Trade hosted FAM**

The Specific Terms below and the Tourism New Zealand General Ambassador Terms ('T&Cs') attached set out the basis upon which the person identified in item 1 of the Specific Terms ('Ambassador', 'You', 'Your') has agreed with the New Zealand Tourism Board trading as Tourism New Zealand ('TNZ') to provide the agreed deliverables and related services ('Agreement'). This Agreement incorporates the T&Cs and together with the Specific Terms forms a single agreement. If there is any inconsistency, the Specific Terms will prevail over the T&Cs.

*Applications close at 11:59pm Thursday 28 May 2026 (NZT) / 4:59am Thursday 28 May 2026 (Los Angeles time)  
Successful participants will be notified by 5pm Wednesday 3 June 2026 (NZT) / 10pm Tuesday 2 June 2026 (Los Angeles time). Successful participants must respond within 48 hours, by 5pm Friday 5 June 2026 (NZT) / 10pm Thursday 4 June 2026 (Los Angeles time) to secure their place on the FAM.*

**Specific Terms:**

<b>Item 1</b>	<b>Ambassador</b> Name and contact details	<i>[name]</i> <i>[address]</i> <i>[phone]</i>
<b>Item 2</b>	<b>'Service Period(s)'</b>	<p><b>Tuesday June 21 – Wednesday July 1, 2026</b></p> <p>Flight departure from North America: June 21, 2026 On ground in New Zealand: June 23 – July 1, 2026 Flight departure from New Zealand: July 1, 2026 Various Locations Throughout New Zealand (domestic travel required)</p> <p><b>Key North American Routes (Direct from Auckland):</b></p> <ul style="list-style-type: none"> <li>• Los Angeles (LAX): Daily service.</li> <li>• New York (JFK): Operating Mon, Thu, Sat.</li> <li>• San Francisco (SFO): Daily (June-Jul)</li> <li>• Houston (IAH): Regular - Daily except Tues &amp; Sun.</li> <li>• Honolulu (HNL): Operating Wed, Sat.</li> </ul>
<b>Item 3</b>	<b>'Services'</b>	<p>During the Service Period the Ambassador will:</p> <p>Provision of the Deliverables in accordance with the specifications in item 6 and Attendance at the Scheduled Appointments at the times and in the manner specified in item 14</p>
<b>Item 4</b>	<b>Objectives</b>	<ul style="list-style-type: none"> <li>• To post and share authentic stories of New Zealand's people and place.</li> <li>• To provide first-person recommendations and commentary as a travel agent professional, to assist sellers in understanding and leveraging New Zealand offering in their own sales activities.</li> </ul>
<b>Item 5</b>	<b>Campaign</b>	Travel Trade Ambassador – MICHELIN Food and Beverage Trade hosted FAM
<b>Item 6</b>	<b>Deliverables</b>	<p>During the Service Period, the Trade Ambassador will provide the following deliverables:</p> <p><b>The content to be captured includes:</b></p> <p><b>1. User Generated Content (UGC):</b></p> <ul style="list-style-type: none"> <li>• <b>Daily Updates:</b> 1 x Instagram / Facebook post per day or a minimum of 9 posts across the trip, posted to your social channels as well as the TNZ Facebook community.</li> <li>• <b>Visual Collections:</b> 3 x Photo albums or video reels/montages posted on FB/IG. Photo albums must include a minimum of 8 photos per album, and all content should be tagged with the specific location.</li> <li>• <b>Experience Narrative:</b> 1 x trip blog or trip summary video published describing the experiences of New Zealand's people and place (Blogs: minimum 200 words; Videos: minimum 90 seconds).</li> </ul>

		<ul style="list-style-type: none"> <li>• <b>Consumer-Facing Content:</b> Creation of 1 x dedicated piece of consumer-facing content (e.g., a "Top Tips" guide or "Must-See" highlight reel) designed to drive direct interest and booking action from travellers.</li> </ul> <p><b>2. Social Media Compliance:</b></p> <ul style="list-style-type: none"> <li>• <b>Hashtags &amp; Tagging:</b> All social media deliverables must include mandatory campaign hashtags: #NZAmbassador #NZMustDo #NZBucketlist #FEEL100inNZ plus tagging @purenewzealand (Tourism New Zealand) social channels/accounts as outlined in the social media style guide.</li> </ul> <p><b>Optional Deliverables:</b></p> <p>To further leverage the Trade Ambassador's expertise, the following optional activities may be conducted:</p> <p><b>Webinar for Travel Advisors:</b> A session for fellow consortia members and travel professionals focusing on itinerary building and selling the New Zealand F&amp;B experience.</p> <p>OR -</p> <p><b>Webinar for Consumer Base:</b> A presentation or live Q&amp;A session tailored for active travellers and potential clients to showcase New Zealand's unique offerings (or e-newsletter to database).</p>
Item 7	Key Messages and Words	<ol style="list-style-type: none"> <li>1. International flights/connectivity make New Zealand easy to get to.</li> <li>2. WOW Food and Beverage Experiences in my client's itinerary.</li> <li>3. Clients arrive as visitors but leave as "whānau" (family)</li> <li>4. 'Aotearoa New Zealand invites the world to experience food and drink shaped by nature, culture and connection - where every meal tells the story of our people, our place and our values.'</li> </ol> <p><b>Messaging key pillars:</b></p> <p><b>Tiakitanga (guardianship and protection)</b> New Zealand's food and beverage producers care for land, sea and people with integrity, ensuring flavour, quality and wellbeing endure for generations</p> <p><b>Manaakitanga (deep expression of hospitality)</b> Being welcomed by locals with heart and care transforms food into connections.</p> <p><b>Pure, vibrant flavours</b> Ingredients created exactly as nature intended, with innovation enhancing what the land and sea already provide.</p> <p><b>Shared moments</b> In New Zealand, hospitality is personal, stories are shared, and visitors don't just taste the country, they feel it.</p>
Item 8	Considerations	<p>The Ambassador must consider the following when fulfilling the Deliverables:</p> <ol style="list-style-type: none"> <li>1. Capture the unique diversity of the North Island of New Zealand.</li> <li>2. Ensure images do not make the travel look too intrepid or hard to get around. Please do not show icy roads, cliff edges on roads, etc.</li> <li>3. Ensure images look warm – to inspire travel in Spring/Autumn.</li> <li>4. Consideration needs to be given to extreme weather scenarios particularly over the winter season – no images of snow.</li> <li>5. Please show how easy it is to access the range of experiences – a short walk, a short drive to a new experience, a new experience around every corner. Driving shots need to look easy and manageable.</li> <li>6. Drone Usage is only permitted with approval in advance from TNZ. The Ambassador must strictly follow TNZ's Drone policy (a copy is available on request) and ensure all relevant permits are obtained.</li> <li>7. which are not provided under this agreement.</li> <li>8. Bring out the emotional/fun element of the experiences would also be beneficial and welcomed. Where we can, include people in imagery.</li> <li>9. Consideration needs to be given to the typical 'cliché' NZ images e.g. sheep etc. are not preferred.</li> <li>10. Please ensure images are not highly 'touched up' or filtered, as core to the 100% Pure New Zealand brand is authenticity.</li> </ol>

		The Trade Ambassador will comply with exclusivity provisions specified in item 12 during the Service Period of this Agreement.
<b>Item 9</b>	<b>Fees</b>	<p>[The Fees include all expenses and any other costs incurred in the provision of the Services and the Deliverables.]</p> <p><b>What TNZ will cover</b></p> <ul style="list-style-type: none"> <li>▪ TNZ will cover the costs of the Ambassador's accommodation, food expenses (breakfast, lunch, dinner), transport, sightseeing activities and domestic flights as outlined in the trip itinerary.</li> <li>▪ We will endeavour to provide you with individual rooms throughout the trip; however, some accommodations may have limited rooms and therefore there may be a requirement for you to share a room on occasions with another Ambassador of the same gender. If this is necessary, then we will ensure separate beds are in the room.</li> <li>▪ A participating airline will supply the Ambassador with their international flights. Ambassador is responsible for making their own way to nearest port city for Air New Zealand international flights.</li> <li>▪ TNZ will cover the costs of the Ambassador's excess luggage on domestic flights if the excess weight is due to camera and sound equipment, but this must be arranged prior to the Ambassador's arrival. Please be aware that many domestic routes are serviced by small planes and the luggage allowance is limited to 20kg per person.</li> </ul> <p><b>What TNZ does not cover</b></p> <ul style="list-style-type: none"> <li>▪ While the costs of the Ambassador's accommodation and breakfast, lunch and dinner will be covered by TNZ, TNZ ask that the Ambassador pays all minibar, telephone expenses, laundry costs, and other incidental expenses that they incur, prior to check out.</li> <li>▪ If the Ambassador receives a traffic infringement fee while they are in New Zealand, the Ambassador is liable to pay this either before leaving New Zealand or on their return home by bank draft. The Ambassador may be required to provide their home address by the officer issuing the ticket.</li> <li>▪ No mobile data is to be paid for by TNZ whilst the talent is in New Zealand.</li> <li>▪ It is your responsibility to organize travel insurance that covers the duration of your travel away from your home country. TNZ take no responsibility for any death or injury.</li> <li>▪ Items of a personal nature. This includes clothing. As the trip will be mainly outdoors be sure to bring appropriate clothing for the activities on the itinerary, including fully enclosed shoes. You should bring swim wear, walking shoes, warm layers and clothes / shoes that you don't mind getting wet.</li> </ul>
<b>Item 10</b>	<b>Reimbursement of Expenses</b>	Not applicable
<b>Item 11</b>	<b>Other Key Parties</b>	Regional Tourism Organizations Individual Accommodation and Activity Operators (TBC)
<b>Item 12</b>	<b>Exclusivity</b>	<p>During the Trip Period (June 21-July 1, 2026) the Ambassador will not promote, or be associated in any way which could be perceived as promotion of, any other good or service through any medium other than as expressly contemplated in this Agreement.</p> <p>The Ambassador will not, during the Trip Period, be directly or indirectly interested, employed, engaged or involved in any business or activity which may:</p>

		<p>a. compete, or have the potential to compete, in any material respect with the business or promotional activities of TNZ; or</p> <p>b. affect, or have the potential to affect, the Ambassador's performance of the Deliverables and other obligations under this Agreement, except with the written consent of the TNZ.</p> <p>In the event that any potential or actual conflict of interest situation arises, the Ambassador will have an obligation to notify TNZ immediately.</p>
<b>Item 13</b>	<b>Notice by TNZ</b>	TNZ may cancel this Agreement by providing at least two weeks' written notice prior to the applicable Service Period – no cancellation fee will be paid by TNZ to the Ambassador.
<b>Item 14</b>	<b>Scheduled Appointments</b>	<p>The Ambassador's itinerary is arranged with the generous support and co-operation of RTOs, and accommodation and product suppliers. Many of these people are giving up their time to host the Ambassador and have made special arrangements for the Ambassador.</p> <p>Please take the time to review your draft and final itineraries properly and to let TNZ know if there are activities that you cannot participate in before final bookings are confirmed.</p> <p>Notice period for cancellation two weeks in advance – specified in item 13.</p>
<b>Item 15</b>	<b>Agreed third party Channels</b>	Not applicable

**Execution:** By signing below the Ambassador acknowledges that he/she has read and understands the Specific Terms above and the T&Cs attached, and he/she agrees to be bound by them.

**SIGNED** by the **Ambassador:**

**SIGNED** for and on behalf of **New Zealand Tourism Board** trading as **Tourism New Zealand** by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

**Release of TNZ from liability**

I understand that the activities in which I may participate in relation to the provision of Services and Deliverables, may involve risk to me or my property. I agree and acknowledge that I undertake those activities at my own risk. I also acknowledge that the Regional Tourism Organizations (**RTOs**), travel, accommodation and product suppliers, and other persons who supply services, products, and activities to me are independent contractors. I agree that TNZ has no responsibility or liability for the acts or omissions of those persons.

To the extent permitted by law, I release and discharge TNZ (and its contractors, employees, agents, and principals) from all liability whatsoever, whether in tort (including negligence), contract, or otherwise, for my death or any injury, illness, damage, delay, loss, legal costs, reparation payment, exemplary damages or expense of any nature that I may suffer or incur in relation to the provision of Services and Deliverables, including but not limited to any claim arising out of or in connection with:

- a. any matters over which TNZ has no control;
- b. acts or omissions of TNZ or any of its employees, agents or contractors; and
- c. any representations, express or implied, of TNZ or its employees agents or contractors.

I agree that this release is given by me in consideration for the undertakings provided by TNZ in the Ambassador Agreement I have entered into with TNZ. This release is governed by the laws of New Zealand without regard to conflict of laws, and the courts of New Zealand shall have exclusive jurisdiction to hear and determine any dispute that may arise in relation to this release.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
**Signature of person participating**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed full name**

\_\_\_\_\_

## Tourism New Zealand General Ambassador Terms

1. **Ambassador Obligations:** The Ambassador agrees to:
  - a. Provide the services specified in item 3 of the Specific Terms ('**Services**') and the deliverables specified in item 6 of the Specific Terms ('**Deliverables**'), during the service period specified in item 2 of the Specific Terms ('**Service Period**') and to the highest industry standards and to the best of their ability, so as to promote and further the interests of TNZ;
  - b. Comply with the exclusivity provisions specified in item 12 of the Specific Terms;
  - c. Represent and express the consumer-led messages of the campaign specified in item 5 of the Specific Terms ('**Campaign**');
  - d. Ensure that the Services and the Deliverables meet all objectives of the Campaign specified in item 4 of the Specific Terms;
  - e. Ensure that the Deliverables convey key messages and words specified in item 7 of the Specific Terms (if any) or as otherwise agreed;
  - f. Observe the considerations specified in item 8 of the Specific Terms;
  - g. Understand and comply with directions for TNZ scheduled appointments set out in item 14 of the Specific Terms ('**Scheduled Appointments**') and clause 2 of this Agreement;
  - h. Comply with all relevant laws applicable to the conduct of the Services and the Deliverables, and comply with TNZ's reasonable directions and instructions in relation to the Services and the Deliverables;
  - i. In performing this Agreement and providing the Services and the Deliverables, the Ambassador shall maintain any necessary licences, permits or other authorisations required under any applicable statute, regulation or other law; including (where relevant) compliance with Civil Aviation Authority (CAA) requirements for drone operation in New Zealand. The Ambassador must also comply with all applicable Tourism New Zealand policies, standards and guidelines relevant to the Services (including TNZ's Drone Policy and Safe Driving Policy).
  - j.
  - k. Unless agreed otherwise by the parties, sign up to and use any third party data insights or analytics tools requested by TNZ in order for TNZ to monitor and report on the Ambassador's and/or the Campaign's reach and engagement;
  - l. Work and co-operate with the employees, suppliers and other contractors of TNZ and other key parties specified in item 11 of the Specific Terms (if any) or as otherwise notified by TNZ ('**Other Key Parties**') as required in a thoroughly competent and professional manner;
  - m. Be available at reasonable times for meetings to discuss any issues or receive necessary instructions or directions from TNZ, or a person designated by TNZ;
  - n. Immediately inform TNZ management, if the Ambassador cannot fulfil the Ambassador's obligations under this Agreement;
  - o. Not arrive for any TNZ Scheduled Appointments, or in any other way perform the Services or Deliverables, under the influence of any drug or alcohol;
  - p. Comply with the provisions of the Health and Safety at Work Act 2015 and its amendments in relation to the performance by the Ambassador of any obligations under this Agreement;
  - q. Listen to all safety briefings and promptly report to TNZ all hazards identified by the Ambassador and all accidents and/or injuries which occur arising out of or in relation to this Agreement (no matter how minor);
  - r. Not swear on camera or in any posts in relation to the Campaign and/or Deliverables;
  - s. Respect all services, equipment, and facilities relating to the activities and accommodation and other items provided by TNZ, RTOs, and third party product, service and accommodation suppliers under this Agreement;
  - t. Not commit any act which may bring TNZ's or New Zealand's reputation into disrepute;
  - u. Take all reasonable steps to ensure their own health and safety and the health and safety of all those the Ambassador is working with while performing the Services; and
  - v. Not delegate or have any other person perform its obligations under this Agreement or appoint any subcontractor, without the prior written consent of TNZ.
2. **Scheduled Appointments:** The Ambassador must attend all Scheduled Appointments at the times, and in the manner, specified in item 14 of the Specific Terms. Failure to do so will entitle TNZ to terminate this Agreement. In relation to Scheduled Appointments, the Ambassador agrees to the following terms:
  - a. As a Crown entity with obligations relating to the responsible use of public funds, all air travel relating to Scheduled Appointments will, unless agreed otherwise by the parties, be economy only and no premium economy, business or first class travel will be covered by TNZ.
  - b. If the Ambassador wishes to cancel or reschedule a previously agreed Scheduled Appointment, the Ambassador must provide TNZ with written notice (being no less than the notice period referred to in item 14.
  - c. TNZ may, at its sole discretion:
    - i. agree to reschedule the Scheduled Appointment to a time mutually acceptable to the parties; or
    - ii. use an alternative person for the Scheduled Appointment (and either keep this Agreement in force in respect of other Scheduled Appointments and Deliverables, or terminate it under clause 4a), in which case TNZ will not be required to pay the Ambassador any Fees or Expenses relating to Services or Deliverables that are not performed or provided by the Ambassador.
  - d. If the Ambassador fails to attend a Scheduled Appointment in the manner required by TNZ, and the parties have not agreed to reschedule or amend it, TNZ:
    - i. will not be required to pay the Ambassador any Fees or Expenses relating to Services or Deliverables that are not performed or provided by the Ambassador; and
    - ii. TNZ may terminate this Agreement under clause 4a.
  - e. The Ambassador acknowledges that TNZ may incur significant costs as a result of the Ambassador's failure

## Tourism New Zealand General Ambassador Terms

to attend a Scheduled Appointment at the time or in the manner agreed by the parties. The Ambassador will compensate TNZ, and TNZ may recover from the Ambassador (including by offsetting from amounts payable to the Ambassador), all costs incurred by TNZ in connection with the cancellation or rescheduling of a Scheduled Appointment, including but not limited to:

- i. all non-refundable third-party travel, accommodation, facility hire, equipment hire, service provider or other costs relating to the Scheduled Appointment; and
- ii. the costs of engaging an alternative person to attend the Scheduled Appointment and/or provide any other Services or Deliverables relating to the Campaign,

provided that no such costs will be payable by the Ambassador to TNZ (but TNZ may still exercise its rights under the remainder of this clause 2) where the Ambassador is prevented from attending a Scheduled Appointment due to circumstances beyond their reasonable control, including any introduction, revocation or change in any, regulations, requirements, laws or directives.

3. **Termination without cause:** TNZ may terminate the Agreement by giving the period of notice set out in item 13 of the Specific Terms to the Ambassador in writing.

4. **Termination for cause:** TNZ may terminate the Agreement immediately by notifying the Ambassador if the Ambassador:

- a. fail(s) to observe or perform any term of this Agreement (including by failing to attend a Scheduled Appointment at the time or in the manner specified in item 14); or
- b. commits an act or omission which in TNZ's reasonable opinion is incompatible with the Ambassador's continued due and faithful performance of the Ambassador's obligations under this Agreement; or
- c. commits any act which causes or may cause them or TNZ to fall into disrepute, contempt, scandal or ridicule or which otherwise harms their name or reputation, or TNZ's; or
- d. commits any act of dishonesty or is convicted of a crime; or
- e. causes TNZ to be in breach of any of its obligations to a third party.

5. **Consequences of Termination:** Upon Termination, the Ambassador agrees to immediately deliver to TNZ all property and other items and documentation supplied by TNZ, and without limiting TNZ's other rights or remedies, refund and/or return to TNZ any Fees that have been paid by TNZ in advance or in relation to Services or Deliverables which have not yet been provided. TNZ will also not be required to pay any Fees for Services or Deliverables which have not yet been provided.

6. **Payment:** Subject to the Ambassador's due performance of the Deliverables in accordance with this Agreement, TNZ agrees to pay the Ambassador the fees ('Fees') and expenses ('Expenses') at the times and in the manner set out in items 9 and 10 of the Specific Terms. TNZ will be entitled to deduct any withholding tax required to be withheld by law from amounts payable to the Ambassador. The Ambassador is not entitled to any payments or reimbursements other than those specified in items 9 and 10 of the Specific Terms.

7. **Independent Contractor:** The relationship between TNZ and the Ambassador is that of principal and independent contractor, and nothing in this Agreement is to be construed as the Ambassador being an employee, agent, officer, partner or joint venturer of TNZ. The Ambassador is not entitled to any form of employment related benefit from TNZ. The Ambassador will be responsible for payment of any income tax, accident compensation levies and any other relevant taxes, levies, or items payable by an independent contractor. The Ambassador will also comply with all statutory and regulatory requirements and directions of the Inland Revenue Department and TNZ with regard to the filing of returns.

8. **Confidentiality:** The Ambassador will treat as confidential any information that comes into its possession in relation to this Agreement, including (without limitation) any information relating to the Services, Deliverables or the operations, marketing or other activities of TNZ, regardless of the form in which it is communicated or maintained (whether oral, written, digital or visual), and including the existence of this Agreement and its terms. The Ambassador will not at any time for any reason, whether during the term of this Agreement or after its termination, use or disclose to any person any confidential information of TNZ, except so far as may be reasonably necessary to enable the Ambassador to fulfil the Ambassador's obligations under this Agreement (and then subject to suitable confidentiality undertakings from the person to whom such information is disclosed). Confidential information shall not be used for any purpose other than in connection with the provision of the Services and the Deliverables.

9. **Intellectual Property:**

- a. The Ambassador grants to TNZ and the Other Key Parties a worldwide, irrevocable, royalty free, perpetual licence to use and distribute the Deliverables and anything created by the Ambassador in the course of producing the Deliverables (including all intellectual property rights), and the Ambassador irrevocably waives the Ambassador's moral rights in relation to such creations or any other aspect or output of this Agreement (credit of the Ambassador is not required to be made in relation to use of the Deliverables) (the 'Licence'). The Licence includes the right to distribute or allow the distribution of the Deliverables across: (i) all TNZ earned and owned channels, including without limitation all websites and social media channels (and including with boosting/paid media amplification). Any such use by TNZ under this Licence will be in the context of the **MICHELIN Food and Beverage Trade hosted FAM Campaign** and any other agreed uses as per the specific terms of this agreement.
- b. From time to time, TNZ may arrange for part or all of any Scheduled Appointments to be photographed, filmed or otherwise recorded. TNZ will own and TNZ and the Other Key Parties may use, publish and broadcast all such footage, images and other material in any manner it sees fit.
- c. The Ambassador warrants that use of the Deliverables and the Ambassador's photograph, image, video footage, and likeness by TNZ, the Other Key Parties (and each of their licensees) will not infringe any third party rights and (in the case of material supplied by the Ambassador) is the original work of the Ambassador created during the Service Period. Without limiting this clause, TNZ and Other Key Parties have the right to use and share images and footage created in the course of the Service Period and Campaign.

## Tourism New Zealand General Ambassador Terms

10. **Non-disparagement:** The Ambassador agrees not to make, cause to be made, or be associated with, any statement, comment, or publication, to any person or organisation, or to the general public, that is disparaging of, or reflects negatively on, New Zealand, TNZ and/or any Other Key Parties, in relation to the Agreement.
11. **Disputes:** The parties agree to use all reasonable endeavours to resolve any dispute that may arise between them. Neither party may commence court proceedings relating to any dispute under this Agreement (except where the party seek urgent interlocutory relief) until the parties have complied with the procedures set out below:
- If the parties are not able to resolve a dispute in the spirit of goodwill and compromise, either party may give written notice stating the party is raising a formal dispute;
  - If the dispute, as formally raised, is not settled within 14 days after the notice is given, the parties will appoint a mediator and will seek in good faith to settle the dispute during mediation;
  - If the parties are unable to agree on the mediator within 21 days after the notice is given, then the mediator will be a person appointed by the Branch President (or the President's nominee) of the New Zealand Law Society – Auckland Branch.
12. **Liability:** To the maximum extent permitted by law:
- TNZ accepts no responsibility or liability for risks related to injury, illness, travel, damage to the property of others, loss of or damage to property including personal belongings and media equipment, (e.g. video or still cameras) the Ambassador may have, and the Ambassador agrees to sign the release of liability attached to this Agreement and provide it to TNZ.
  - Neither party will be liable under the law of tort, contract or otherwise for any loss of profits or any indirect or consequential loss or damage arising out of or in connection with this Agreement.
  - TNZ shall not be liable to the Ambassador if any Scheduled Appointments relating to the Services and the Deliverables attended by the Ambassador are interrupted, postponed or cancelled due to an event or cause beyond the reasonable control of TNZ.
13. **Social media posts:** All social media posts of the Ambassador made as part of the Deliverables or otherwise as part of the Campaign should clearly disclose the connection the Ambassador has with TNZ, as well as the promotional and sponsored nature of the posts by including the hashtags "#ad" and/or "#sponsored". Upon notice by TNZ that any of the social media posts do not comply with this clause or any other clause in this Agreement, the Ambassador will make any amendments to the social media posts as requested by TNZ immediately.
14. **Privacy:** The Ambassador acknowledges that TNZ may collect personal information from the Ambassador in connection with this Agreement, including information collected through the Ambassador's use of third party tools pursuant to clause 1j. TNZ may use that information for the purpose of administering this Agreement and the Campaign, complying with its reporting obligations to other public sector agencies, using the Deliverables and other materials in the manner contemplated by this Agreement (including by distributing them publicly pursuant to the licenses granted to TNZ under this Agreement), any other purposes notified to the Ambassador at the time of collection, or otherwise as permitted by applicable privacy law. In the case of personal information collected through third party tools, TNZ may collect information, and use information for the purposes, described in any privacy notice issued to you by the provider of that tool. If the Ambassador does not allow TNZ to collect the personal information it requires for the purposes of this Agreement, TNZ may not be able to engage the Ambassador for the Services and Deliverables. The Ambassador may be entitled to request access to, or correction of, personal information held by TNZ pursuant to Part 4 of the Privacy Act 2020.
15. **General:**
- The Ambassador warrants that any representations (oral or written) that the Ambassador has made as to the Ambassador's qualifications, experience, capacity to provide the Services and the Deliverables and any other relevant matter are true and complete. With the exception of this warranty, this Agreement contains all of the terms, representations and warranties made between the parties and supersedes all prior discussions and agreements covering its subject matter.
  - No amendment to this Agreement will be effective unless it is in writing and signed by both parties.
  - No exercise or failure to exercise, or delay in exercising, any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.
  - The parties' rights under this Agreement are cumulative and not exclusive of any other rights and remedies available.
  - The parties agree that the obligations set out at clauses 2, 5, 8, 9, 10, 11, 12, 13 and 15 shall survive termination or expiry of this Agreement.
  - The Ambassador may not assign any of its rights or obligations under this Agreement, except with the prior written consent of TNZ (which may be given or withheld at the discretion of TNZ).
  - If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
  - Where this Agreement confers a benefit upon Other Key Parties or other third parties, the parties do intend to create an obligation enforceable by that third party.
  - A reference to a party to this Agreement includes that party's successor and permitted assignees.
  - This Agreement may be executed in counterpart copies each of which will be deemed an original, and all of which (including scanned copies) together will constitute one and the same instrument.
  - This Agreement will be governed by, and construed in accordance with, the laws of New Zealand.

# Tourism New Zealand General Ambassador Terms