

Tourism New Zealand ‘Virtuoso On Tour Destinations Competition 2024 Qualification’ Terms and Conditions (“Conditions”)

1. The Promoter

- 1.1 The Promotion is organised by the New Zealand Tourism Board, trading as Tourism New Zealand (ABN 98 058 786 404) (“**TNZ**”), and registered at Level 12, 61 York Street, Sydney, 2000, NSW, Australia (contact email: tnztradeaustralia@tnz.govt.nz).

2. Promotion Entry Period:

- 2.1 The ‘Virtuoso On Tour Destinations Competition 2024 Qualification’ promotion (“**the Promotion**”) will run from 08:00 AEST on 10 September 2024 (**the “Opening Date”**) to 17:00 AEST on 17 September 2024 inclusive (“**the Closing Date**”) (“**the Promotion Period**”).

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

3. Eligibility

- 3.1 This Promotion is only open Australian Virtuoso Travel Advisors who (i) attended the Virtuoso On Tour Destination Conference on 10 or 11 September 2024 (**the “Conference”**), (ii) are aged 18 years or older at the time of entry and (iii) are actively employed full time at a travel agency or tour operator as a travel consultant selling leisure travel to New Zealand (excluding employees of airline ticketing agencies), at the time the Prize is awarded and up to and including the dates of travel (“**You**”).
- 3.2 Employees of TNZ (including employees of any of their subsidiaries 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 The Promotion is subject to all applicable Australian laws and regulations.
- 3.4 To be eligible to win the Prize, you must meet the Entry Requirement as detailed in Clause 4.1 below.
- 3.5 In entering the Promotion, you confirm that you are eligible to do so and eligible and available to claim the Prize. TNZ may require you to provide proof that you are eligible to enter the competition.

4 Entry Requirements

- 4.1 To enter the Promotion, you must be signed up to Tourism New Zealand’s Australian Trade Newsletter (sign up via the link at: <https://traveltrade.newzealand.com/au/virtuoso-conference-competition-september-2024>) (“**Newsletter**”) by 17:00 AEST on the Closing Date (“**Entry Requirement**”).
- 4.2 The completion of the Entry Requirement and Eligibility requirements will be independently verified by TNZ against its own records and the records of Virtuoso Travel Australia, and you do not need to take any further steps to confirm your entry once completing the Entry Requirement.
- 4.3 All Australian Virtuoso Travel Advisors who attended the Conference and have already been subscribed to the Newsletter will receive automatic entry into competition.
- 4.4 No purchase is necessary to enter the Promotion and there is no charge to register for use of the website.
- 4.5 TNZ will not accept:
- 4.5.1 responsibility for competition 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
 - 4.5.2 proof of transmission as proof of receipt of entry to the competition.
- 4.6 By submitting a competition entry, you are agreeing to be bound by these Conditions.

4.7 For help with entries, please see <https://traveltrade.newzealand.com/au/virtuoso-conference-competition-september-2024> or contact TNZ.

5. Prize

5.1 The Prize comprises of:

- Two (2) return economy flights from Australia to New Zealand (from an Air New Zealand operated airport in Australia to Auckland or Christchurch) with Air New Zealand up to the value of \$2,000AU.

5.2 The Prize is valued at \$2,000AU.

5.3 The Prize is valid for use between 1 November 2024 to 30 November 2024 or 1 March 2025 to 30 June 2025, with dates subject to change at TNZ's discretion.

5.4 Flights are subject to availability. The Prize can only be redeemed for direct service flights from Australia to New Zealand with Air New Zealand, and subject at all times to availability, demand and the Winner's (and their companion's) acceptance of the terms and conditions of Air New Zealand.

5.5 Flights will be booked by TNZ through Air New Zealand. The Winner is required to provide travel dates and passport details. Flights must be booked [30] days prior to departure date and prior to 20 June 2025.

5.6 All flights are subject to booking and flight availability, and changes to flight bookings are not permitted once tickets have been issued and neither can any extensions be arranged, even if paid for privately.

5.7 Flight will depart Australia from the airport closest to the Winner's residence that offers direct services from Australia to New Zealand through Air New Zealand. The location of arrival into New Zealand is either Auckland or Christchurch, subject to change at the discretion of TNZ.

5.8 Flight will depart either Auckland or Christchurch to Australia, subject to change (up until the time of booking) at the discretion of TNZ. The location of arrival into Australia is the airport closest to the Winner's residence, subject to change (up until the time of booking) at the discretion of TNZ.

5.9 It is a Winner's responsibility to ensure that they are fit, well and able to travel. TNZ reserves the right to withdraw the Prize and re-award the Prize to another Participant where health reasons or other concerns prevent a Winner from taking up the Prize.

5.10 The Prize does not include visas, any transport not set out under Clause 5.1, accommodation, travel insurance, medical insurance, the cost of transfers to and from airports or stations, food and drink, spending money, tax (including any applicable tourism levy) or personal expenses. Any other costs incurred in addition to those set out under Clause 5.1 above and that are incidental to the fulfilment of the prize are the responsibility of the Winner.

5.11 The Winner will be responsible for ensuring that they are available to travel and hold valid passports, any necessary visas and travel documents for the trip in question.

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

6. Prize Winner

6.1 The Winner of the Prize ("**Winner**") will be drawn online on 24 September 2024 at 16:00 AEST ("**Draw Date**").

6.2 The Winner will be chosen by a random electronic draw of all eligible entries, at Level 12, 61 York Street, Sydney, 2000, NSW.

6.3 TNZ will notify the Winner by email by midday 25 September 2024 AEST using the email address the Winner used to sign up to the Newsletter.

6.4 The decision of TNZ is final and no correspondence or discussion will be entered into.

6.5 It is a condition of entry into the Promotion that the Winner consents to TNZ announcing their name, State or Territory and postcode in an email to all Australian Virtuoso Travel Advisors who attended the Conference. If you object to any or all of your surname, State or Territory, postcode being announced, please contact TNZ. In such circumstances, TNZ may still be required to publish these details in accordance with the applicable State and Territory regulations.

6.6 The Winner will be contacted by TNZ with further information about how to redeem and book the prize.

7. Claiming a Prize

7.1 The Winner must claim the Prize by confirming their acceptance of the Prize by email within 7 days of being notified. If the Prize remains unclaimed 7 days after the notification, TNZ will make all reasonable efforts to contact the Winner using contact details available to TNZ. If the Winner cannot be contacted or located after making reasonable inquiries, TNZ reserves the right to choose a replacement Winner ("**Replacement Winner**") by carrying out a further random draw of eligible entries on 8 October 2024 at 13:00 AEST at Level 12, 61 York Street, Sydney, 2000, NSW from entries that were received before the Closing Date. The Replacement Winner will be notified within 7 days of the re-draw, and their name, State or Territory and postcode will be published in an email to all Australian Virtuoso Travel Advisors on the date of the re-draw.

7.2 TNZ may require the Winner to verify their entry and provide acceptable proof of identity, age, residency and employment, with verification and approval from the Winner's employer (if applicable). In the event of the winning entry not complying with the Conditions the entry will be discarded and another Winner will be drawn.

8. Limitation of Liability

8.1 To the extent permitted by law, TNZ, its agents, employees and distributors will not in any circumstances be responsible or liable to compensate the Winner or accept any liability for any loss, damage, personal injury or death occurring as a result of accepting or using the Prize, except where caused by the negligence of TNZ. TNZ, its agents, employees and distributors make no representations as to the suitability of any prize for any particular individual.

8.2 Your statutory rights are not affected. Nothing in these Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian Consumer Law being Schedule 2 to the *Competition and Consumer Act 2010*, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, TNZ (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.

9. Personal Information

9.1 TNZ will only process your personal information as set out in the TNZ privacy policy available here: <https://traveltrade.newzealand.com/au/about/privacy-agreement/>.

10. General

10.1 If there is any reason to believe that you have breached these Conditions, TNZ may, at its sole discretion, reserve the right to exclude you from participating in the Promotion.

10.2 TNZ reserves the right to hold void, suspend, cancel, or amend the Promotion where it becomes necessary to do so.

10.3 A failure by TNZ to enforce any of its rights at any stage does not constitute a waiver of those rights.

10.4 This competition is subject to Australian law and all entrants submit to the non-exclusive jurisdiction of Australian courts.

10.5 The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook,

LinkedIn or any media publications used to promote this competition.