

TOURISM NEW ZEALAND: NEW ZEALAND VIRTUAL ROAD TRIP FLIGHT PRIZE DRAW TERMS AND CONDITIONS

- 1 **Overview:** This prize draw is run by the Tourism New Zealand Board, trading as Tourism New Zealand ('**TNZ**'), and is governed by these terms and conditions, and all information relating to this prize draw (including but not limited to how to enter and the nature of the prize) ('**Conditions**'). By participating in this prize draw and/or accepting the Prize, you (the '**individual**') are accepting these Conditions.

- 2 **Event and Prize:** This prize draw is for the chance to win a flight voucher for travel between Australia and New Zealand to the value of AUD\$1000 ('**Prize**'). The event in which this prize draw takes place is during the New Zealand Virtual Road Trip webinar series ('**Event**'). Prize may also include a selection of vouchers for various New Zealand tourism products and services, which may include flights, other transport, activity(ies), accommodation, meals and/or other ancillary rewards, at the discretion and availability of TNZ and its associated agencies and companies.

- 3 **Eligibility:** Subject to satisfaction of the criteria in this clause 3, any individual that attend the webinar may participate in this prize draw provided they meet the following criteria. In the event of a tie, individuals with the most points tied will be drawn out of a raffle to determine the winner. TNZ may undertake any activity it deems necessary to satisfy itself that this consent has been obtained.
 - 3.1 This prize draw is only open to employees of travel related organisations who are aged 18 years or older and are residents of Australia.
 - 3.2 Individual must attend the full New Zealand Road Trip webinar session from beginning to end.
 - 3.3 Individual must be registered to the 100% Pure New Zealand Specialist Programme.
 - 3.4 Individual must complete a post-webinar quiz correctly.
 - 3.5 Individual must opt in to receiving Tourism New Zealand's Australia travel trade newsletter.

- 4 **Entry:** One entry per person. To enter the prize draw, an individual must meet the eligibility criteria as outlined in clause 3. TNZ may verify the validity of entries, and in its sole discretion, disqualify entries from any person who manipulates, or tampers with, the entry process or the operation of the prize draw, or acts in violation of the Conditions.

- 5 **Draw:** The draw for the Prize will be conducted within 5 business days following the close of the post-webinar quiz. The post-webinar quiz will be released via email to all Event attendees, following the Event completion. The post-webinar quiz will remain open for maximum 3 business days. The individual that wins the Prize ('**Winner**') will be announced following the draw, after the close of the post-webinar quiz via email by TNZ. TNZ may require the Winner to verify their entry and provide acceptable proof of identity, age, residency, and attendance at the Event. In the event of the winning entry not complying with the Conditions, the Winner not being present or not responding to accept the Prize, or the Winner not completing the Prize Acceptance Requirements as requested by TNZ (if any), the entry will be discarded and the next randomly drawn entry will win the Prize and be the Winner. The decision of TNZ in drawing the Winners is final and no correspondence or discussion will be entered into.

- 6 **Prize Acceptance Requirements**
 - 6.1 TNZ will announce the Winner(s) (first name and last name) in TNZ trade communication channels including, but not limited to, TNZ's Australia travel trade newsletter and the 100% Pure New Zealand Travel Specialists (Australia) closed Facebook group. By accepting the Prize, Winner provides consent for TNZ to share their name as stated.
 - 6.2 Winner must be willing to share a summary of their trip that addresses the activities they experienced as part of their Prize, and how the Prize will help them sell New Zealand holidays to their clients. Summary must include a selection of photos from the trip. Winner consents to this information being shared in TNZ trade communication channels including, but not limited to, TNZ's Australia travel trade newsletter and the 100% Pure New Zealand Travel Specialists (Australia) closed Facebook group.
 - 6.3 Winner understands and accepts that the Prize will become void following the 18th of December 2022. If Winner does not book their trip by the 18th of December 2022, the Prize will no longer be accessible, valid, or redeemable.

- 6.4 Winner understands and accepts that entry to the prize draw and acceptance of Prize is indicating their agreement to be bound by these terms and conditions.
- 7 **Further Prize Details:** The Prize is non-transferrable, non-substitutable, and cannot be exchanged or redeemed for further vouchers or cash, and cannot be used in conjunction with any other discount, coupon, or offer, unless specified otherwise. The Winner is responsible for ensuring that they have all necessary documents to travel to New Zealand (including a current passport and any visas that may be required). The Winner is responsible for all itinerary planning and organizing required to use the Prize. TNZ is not in any way responsible for, and may not be involved in, such planning and organizing.
- 8 **Limitations to Prize:** The Winner may be required to present a valid credit card to use all or any part of the Prize. The Prize only includes the items specifically listed in it. The Winner and all companions to be involved using the Prize (**'Companion'**) will need to cover the costs of any meals and other gaps in their itinerary. Where all or any part of the Prize is unavailable for any reason, the individual will have no right to a substitute or compensation, and TNZ is not responsible for the unavailability of all or part of the Prize.
- 9 **Limitation of Liability:** To the maximum extent permitted by law, TNZ and its associated agencies and companies are not responsible or liable for any loss (including, without limitation, direct, indirect, special, or consequential loss, or loss of profits), cost, expense, damage, claim, proceeding, liability, personal injury or illness, or death which is caused to, or incurred, suffered, or sustained (whether or not arising from any person's negligence) by, any person (including the Winner and any Companion), arising or incurred in connection with this prize draw and/or accepting or using any/all of the Prize (including but not limited to costs or damages incurred in claiming the Prize, using the Prize, accessing the Prize, and any transfer, accommodation, meals, activities, and insurance costs incidental to the Prize). To the maximum extent permitted by law, the Individual hereby indemnifies and agrees to keep TNZ and its associated agencies and companies fully and effectively indemnified from and against any loss, damage, claim, proceeding, liability, cost (including on a solicitor/client basis), or expense arising, or incurred by TNZ and/or its associated agencies and companies in connection with this prize draw and/or any person accepting or using any/all of the Prize. By entering this prize draw and/or accepting the Prize, the Winner accepts that there are inherent risks in some aspects of the Prize, and that using the Prize does or could involve participating in dangerous activities, and to the maximum extent permitted by law, the Individual hereby assumes full responsibility for any risk of bodily injury, death, or property damage arising out of the Individual and any Companion using all/any part of the Prize. TNZ accepts no responsibility for any variation in Prize value.
- 10 **Health and Safety:** TNZ is not certifying that the provider of any voucher included within the Prize packages complying with its health and safety obligations under the Health and Safety at Work Act 2015, or any other legislation, regulations, or codes of practice. If the Winner wants more information about health and safety in respect of any particular voucher, they should approach the provider of that voucher directly.
- 11 **Tax:** TNZ and its associated agencies and companies are not responsible or liable for any tax implications that may arise from winning the Prize. Independent financial advice should be sought.
- 12 **Personal Information:** Individuals' personal information (**'PI'**) will be collected to enable TNZ and its agencies to administer this prize draw, carry out marketing, promotional, and publicity purposes (including direct marketing, market research, and surveys), and provide the individual with further information about TNZ or other websites or goods or services offered by TNZ, TNZ's related companies, or third parties which TNZ considers may be of interest to the individual. The PI of the Winner and any Companions may be provided to third parties to assist in the conduct of the prize draw, including prize suppliers and deliverers. If the PI requested is not provided, the individual may not participate in the prize draw and/or receive the Prize. By entering this prize draw, 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. A copy of the TNZ Privacy Policy is available at <http://www.newzealand.com/int/utilities/privacy-policy/>.
- 13 **Issues with prize draw:** If for any reason any aspect of this prize draw is not capable of running as planned, including by reason of the Event being cancelled or postponed, infection by computer virus, mobile network failure, bugs, tampering, manipulation, unauthorized intervention, fraud, technical failures, or any cause beyond the control of TNZ that corrupts or affects the administration, security,

fairness, integrity, or proper conduct of this prize draw, TNZ may, in its sole and absolute discretion, cancel, terminate, modify, or suspend the prize draw, or invalidate any affected entries.

- 14 **General:** All of TNZ's decisions are final, and no correspondence will be entered into. Failure by TNZ to enforce any of its rights at any stage does not constitute a waiver of those rights. This prize draw is subject to New Zealand law and the governing law of the country in which the Event takes place.

- 15 **Commercial electronic messages:** By participating in the prize draw, the individual consents (to the extent required under the New Zealand Unsolicited Electronic Messages Act 2007 or its relevant equivalent in other applicable jurisdictions) to TNZ sending the individual, and any entity the individual represents, commercial electronic messages.

- 16 **Covid-19 Travel Disruptions:** It is important you understand and accept the circumstances in which you travel and the associated risks. Tourism New Zealand does not take responsibility and is not liable for any pandemic related travel disruptions. Quarantine-free travel is not guaranteed and is subject to change at short notice, participants travel at their own risk and must be prepared for changes before, during and after their activity/travel. You should also be prepared for safe travel zones of a state or region to change at short notice. Tourism New Zealand does not cover any associated costs if you are required to quarantine in your home region, this cost is at the expense of the participant and/or their organization.