New Zealand Familiarisation Trip Campaign Terms and Conditions

1) Background

a) New Zealand Tourism Board, trading as Tourism New Zealand ('TNZ'), and registered at New Zealand House, Kinnaird House, 1 Pall Mall East, London, SW1Y 5AU are organising a campaign (the "Campaign") to encourage individuals to submit applications outlining their suitability to partake in a familiarisation trip to New Zealand (the "Trip").

b)

2) The Campaign Application Period

- a) The Campaign will accept applications from:
 - i) 17:00 GMT on 16 October 2023 (the "Opening Date") to
 - ii) 17:00 GMT on 15 December 2023 inclusive ("the Closing Date")
- (i) and (ii) together ("the Campaign Period").
- b) All Campaign applications received outside the Campaign Period are automatically disqualified.

3) Application Criteria

- a) This Campaign is open to Applicants who are:
 - i) legal residents based in the United Kingdom and Germany;
 - ii) aged 18 years or older at the time of application submission;
 - iii) actively employed as a full time travel consultant (either at a travel agency and/or tour operator) selling travel to New Zealand at the time the Campaign is awarded and through to when the Trip is to be enjoyed; and
 - iv) available to travel to New Zealand departing London/Frankfurt on 24 April 2024 (arriving in New Zealand on the 25 April) and depart New Zealand on 3 May 2024 (arriving back in London/Frankfurt on 4 May).
- b) Clause 3(a)(i) (iv) together ("You", "Applicants").

- c) 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 Campaign and the immediate family members of, and/or those living in the same household of such persons, do not meet the application criteria required for the Campaign.
- d) The Campaign and Trip is subject to all applicable UK laws and regulations (please see also clause 10(c)).
- e) In applying to the Campaign, Applicants confirm that they meet the above criteria and TNZ reserve the right to require proof of such criteria.

4) Campaign Application Process

- a) Please note, this is not a competition and/or raffle and successful applicants will not be selected at random.
- b) TNZ invite all Applicants who fulfil the criteria outlined in clause 3 above to apply.
- c) To apply, Applicants must submit their application via the online form located at: <u>https://traveltrade.newzealand.com/uk/purenewzealandfamtrip/apply/</u> ("Application Form").
- d) Applicants will be asked to opt in to TNZ's newsletter and TNZ's eDM database (if they are not already), via a link on the Application Form.
- e) TNZ will critique the applications and will hand-select Applicants who they believe meet the quality and suitability to partake in the Trip ("**Successful Applicant(s)**").
- f) TNZ will not accept:
 - responsibility for application submissions 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
 - ii) proof of transmission as proof of receipt of submission of application.
- g) By submitting an application, you are agreeing to be bound by these terms and conditions.
- h) For more information regarding the Trip, please visit: https://traveltrade.newzealand.com/uk/purenewzealandfamtrip/

5) The Trip

- a) Each Successful Applicant will be invited to participate in an eight (8) night, seven (7) full day trip to New Zealand including:
 - i) one (1) return economy flight with Air New Zealand and their codeshare partners from London Heathrow or Frankfurt to Auckland, New Zealand;
 - ii) placement on an eight (8) night, seven (7) full day familiarisation trip to New Zealand, including select activities and select meals;
- b) Each Trip is subject to the following conditions:
 - i) 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.
 - ii) It is the Successful Applicant's responsibility to ensure that they are fit, well and able to travel. TNZ reserves the right to withdraw the Trip from any Successful Application and reselect another Successful Applicant where health reasons or concerns prevent a Successful Applicant from partaking in the Trip.
 - iii) the Trip does not include:
 - (1) visas;
 - (2) any transport not set out under clause 5(a)(i) and (ii);
 - (3) UK or European accommodation;
 - (4) travel and/or medical insurance;
 - (5) the cost of transfers to and from airports or stations;
 - (6) occasional food and drink
 - (7) spending money;
 - (8) tax (including any applicable tourism levy); or
 - (9) personal expenses.
 - (10) Any other costs incurred in addition to those set out above and that are incidental to the fulfilment of the Trip are the responsibility of the Successful Applicant.
 - iv) Successful Applicants are responsible for ensuring availability to travel and hold valid passports, any necessary visas and travel documents required to partake in the Trip.
 - v) The chosen activities included in the Trip are to be used during your Trip, and subject at all times to availability, demand and the terms and conditions of the activity provider.
 - vi) A Trip is non-transferrable, non-refundable, non-negotiable non-substitutable, and cannot be cancelled, exchanged or redeemed for cash.
 - vii) Any further details of the Trip will be communicated to Successful Applicants by email only, by TNZ, the partner airline and the relevant activity providers.

6) Successful Applicants

- a) 24 Successful Applicants (12 UK based and 12 German based) will be hand-selected by TNZ based on the quality of the individuals' application and their suitability to partake in the Trip.
- b) The 24 Successful Applicants and will be informed by TNZ of their successful application by 19 January 2024 using the email address provided in their application.
- c) Successful Applicants will have seven (7) days to claim their participation in the Trip.
- d) The selection of Successful Applicants by TNZ is final and no correspondence or discussion will be entered into.

- e) The Successful Applicant must be willing to take part in a global group educational which may have some experience activities filmed with the resulting footage edited and shared within TNZ's social and trade media channels. The Successful Applicant may be asked to write a summary blog of their trip that addresses the activities they chose as part of the Trip, to be shared on TNZ's website and social media channels. Or in place of a blog, the Successful Applicant may provide a series of social media posts and video interviews that "tag" each respective activity provider/tourism product. These must be shareable with the closed Facebook Group operated by TNZ: https://www.facebook.com/groups/NewZealandSpecialistGroup as well as other TNZ channels. All content shall be subject to the approval of TNZ and approval must be sought prior to publication of any content.
- f) The Trip aims to increase the product knowledge of participating travel consultants in order to increase selling confidence and capability to convert more New Zealand holiday enquiries. TNZ will require Successful Applicants to disclose how many New Zealand holidays they have sold previously and provide information to TNZ disclosing how many holidays they have sold to New Zealand after 6 and 12 months of the Trip.

7) Claiming The Trip

- a) TNZ will make all reasonable efforts to contact the Successful Applicant using the email address contact provided in the Successful Applicant's application.
- b) The Successful Applicant must claim participation in the Trip by confirming acceptance by email within seven (7) days of being notified by TNZ of your successful application.
- c) If a Successful Applicant cannot be contacted or is not available, or has not claimed their participation in the Trip within seven (7) days of being notified of the their successful application, TNZ reserves the right to choose another Successful Applicant by carrying out a further selection process of applications received prior to the closing of the Campaign Period.
- d) TNZ may require the Successful Applicant to verify their application and provide acceptable proof of identity, age, residency and employment, with verification and approval from the Successful Applicant's employer (if applicable). In the event an Applicant does not meet the required criteria as outlined in clause 3, the application will be discarded.

8) Limitation of Liability

- a) Insofar as is permitted by law, TNZ, its agents or distributors will not in any circumstances be responsible or liable to compensate the Successful Applicant or accept any liability for any loss, damage, personal injury or death occurring as a result of partaking in the Trip 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.
- b) The Trip does not meet the definition of a "Package" for the purposes of the Package Travel and Linked Travel Arrangements 2018 and Tourism New Zealand shall therefore have no liability as an "Organiser" or otherwise under that legislation.

9) Personal Information

- a) TNZ will only process your personal information as set out in the TNZ privacy policy, available here: <u>https://traveltrade.newzealand.com/en-gb/about/privacy-agreement/</u>.
- b) TNZ would like to use the details of the Successful Applicant(s) for publicity purposes in connection with the Campaign and/or Trip. By submitting an application to the Campaign, you acknowledge that TNZ may use your name and a photograph of you for publicity purposes in connection with the Campaign. If you object to this use, please contact TNZ at the address set out in clause 1.

10) General

- a) If there is any reason to believe that there has been a breach of these terms and conditions, TNZ may, at its sole discretion, reserve the right to exclude you from participating in the Campaign and/or Trip.
- b) TNZ reserves the right to hold void, suspend, cancel, or amend the Campaign and/or Trip where it becomes necessary to do so.
- c) A failure by TNZ to enforce any of its rights at any stage does not constitute a waiver of those rights. This Campaign is subject to English and Welsh law however all entrants submit to the non-exclusive jurisdiction of the New Zealand courts.
- d) This Campaign is in no way sponsored, endorsed or administered by or associated with Facebook, LinkedIn or any media publications used to promote this Campaign.
- e) For additional information please visit our FAQs page at: https://traveltrade.newzealand.com/uk/purenewzealandfamtrip/fam-trip-faq/