

SPECIFIC COMPETITION TERMS

Winner

A winner has been drawn for this competition. Congratulations to Mark Anderson.

Competition Overview

The New Zealand Herald, The Northern Advocate, Bay of Plenty Times, Rotorua Daily Post, Hawke's Bay Today and Whanganui Chronicle (all brought to you by NZME Publishing Ltd, 'NZME' or the 'Promoter') are giving you the chance to win a \$3,000 'Winter Escape' with Flight Centre ('Promotion'). All you need to do is update your NZME subscription account by adding your email address to your subscription account and you will be in the draw to win.

The Promotion opens **12.01am Friday 5 April 2019**, and closes at **7.00pm Sunday 28 April 2019** (the 'Promotion Period').

HOW TO ENTER

1. To be eligible you must be an existing subscriber to The New Zealand Herald, The Northern Advocate, Bay of Plenty Times, Rotorua Daily Post, Hawke's Bay Today or Whanganui Chronicle and your subscriber account contact details do not include your email address.
2. To enter the Promotion, simply contact NZME's Subscriber Customer Service team via email (subscriptions@nzme.co.nz) and provide your email address for the purposes of updating your subscriber contact details.
3. By supplying your email address you are agreeing to [NZME's Subscriber Terms and Conditions](#) and [Privacy Policy](#).
4. All eligible entrants will go in the draw to win.
5. with the winner being selected at random on **Friday 3 May 2019** by an NZME representative. NZME will then deliver the prize to the winner.

THE PRIZE

1. 1 x \$3,000 Flight Centre gift voucher. Use of the Prize will be subject to the Flight Centre Standard Terms and Conditions which you can find below.

WINNING THE PRIZE

1. The Promoter will randomly select one winning entry from all valid entries on Friday 3 May 2019.
2. The Promoter will then contact the selected entry using the contact details provided. The Promoter will attempt to call the entrant a maximum of two times. If the Promoter is unable to contact the entrant, the Prize is forfeit and the Promoter may select another winner.
3. Confirmation of the Prize details will be arranged directly between the Promoter and the winner and is subject to the winner promptly providing the Promoter with all correct information requested.
4. The Prize is not transferable, negotiable, and non-refundable. The Prize may only be claimed by the Prize Winner.
5. The Promoter takes no responsibility for any failure or delay in delivering the Prize but will provide all reasonable assistance in cases where the Prize is not received by the Prize winner.
6. You agree that your personal information may be shared by the Promoter with other service providers for the purposes of providing the Prize.

OTHER

1. These terms and conditions may be amended, and the Promotion terminated at any time by the Promoter.
2. The Promoters' decisions on all entry and Promotion matters are final and no correspondence will be entered into.
3. Participants grant the Promoter permission to use their name, and voice, in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use. This includes the right to use on the Promoter's websites, Facebook pages, on air and other publications of the Promoter.

4. The Promoter will also collect and use, for the purposes of the Promotion, other personal information from you (for example your email address and other contact details). You have the right to request access to and correction of your personal information (where such information is readily retrievable by contacting the Promoter).
5. The Promoter will not be liable to any person in any way in relation to this Promotion including, without limitation, any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss), death or personal injury howsoever suffered or sustained, the cancellation or postponement for any reason of the Prize and the quality of goods or services supplied by any third party, except for any liability that cannot be excluded by law.
6. Entry into this Promotion is deemed to be acceptance of these terms and conditions.

STANDARD PROMOTION OR COMPETITION RULES

Definitions

'NZME' means all companies in the NZME Group including but not limited to NZME Holdings Limited, NZME Publishing Limited, NZME Radio Limited, GrabOne Limited and all brands and operating companies controlled by or associated with those entities.

The '**Promoter**' is NZME.

'**Disqualified Participants**' are:

- (a) all NZME employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families;
- (b) all people under the age of 18 years where the prize incorporates air travel or any other element which would be illegal to supply to a person under the age of 18 years;
- (c) all people who have won a prize from the channel/station running this promotion in the last 14 days. If the previously won prize was valued at over \$1000 the winner must stand-down from entering for a period of 90 days.

'**Immediate Families**' include spouses, grandparents, parents, children, and grandchildren, whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

Entry

1. These Promotion or Competition Rules ('the **Rules**') apply to all NZME Promotions or Competitions (collectively the '**Promotion**') conducted on or off air and by means of any medium – online, radio, print, or a connected device. The Rules may change from time to time.
 2. If a particular Promotion has specific rules or terms ('the '**Specific Rules**') those Specific Rules will apply if there is any inconsistency with the Rules.
 3. Unless otherwise stated in the Specific Rules registration, entry or vote is limited to 1 per person. Where multiple registrations, entries or votes are acceptable, each must be made separately.
 4. Entry into the Promotion is deemed to be acceptance of the Rules and the Specific Rules and confirmation that the entrant has the necessary authority (for example from the bill payer or owner of a telephone) to enter the Promotion.
 5. No purchase is necessary to win or participate in the Promotion, unless specified in the Specific Rules.
 6. The Promotion is open to New Zealand Residents only. Disqualified Participants may not enter in the Promotion.
 7. NZME reserves the right to exclude any person from participating in the Promotion on reasonable grounds.
 8. NZME reserves the right to refuse to award any prize to an entrant who NZME decides (in its sole
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- discretion) has violated the Rules (including the Specific Rules), gained unfair advantage in participating in the Promotion or won using fraudulent means.
9. By participating, entrants grant NZME exclusive permission to use their names, characters, photographs, videos, voices and likeness in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use.
 10. All entrant personal details must be valid and up to date and will be held by NZME and may be used for the purpose of the Promotion and for future promotion and marketing purposes in accordance with NZME Privacy Policy (see www.NZME.co.nz) unless otherwise directed by contestants at the time of entry.
 11. Personal information provided at the time of entry is presumed to be true and, in the case of text or email notification – active, through to and beyond the date of the Promotion’s completion.
 12. Where the Promotion involves texting, the following apply:
 - a) Standard sms text charges will apply, unless otherwise stated in the Specific Rules and will depend on the entrant’s particular plan or agreement with their phone service provider;
 - b) Any form of automated text message is invalid;
 - c) The telephone number from which the entry was made will be stored in a database. The entrant has a two-business-day period from the time of entry to request removal from the database. If no request is made it is deemed acceptance that the information can be used for future promotion and marketing purposes; and
 - d) NZME takes no responsibility for text costs incurred after the Promotion has closed as stipulated in the Specific Rules.

Winning the Prize

13. Only the person who originally entered the Promotion can be awarded the prize (the ‘Winner’).
 14. The Winner will be determined in the manner set out in the Rules or the Specific Rules – if not specified then as determined by the Promoter who shall for this purpose be deemed the judge (the ‘Judge’).
 15. The Judge’s determination of the Winner will be final and no correspondence will be entered into.
 16. The Winner will be notified by email, phone (voice or text), mail or in person and must be available for the preparation of all publicity that may be required by NZME. Where attempts to contact the Winner fail (eg when the Winner cannot be contacted by phone after three attempts or mail sent is returned) the Judge will select another winner. If, after successful notification, the prize is not collected within two months of being announced it will be regarded as forfeit. (Note: 3 attempts to contact the Winner will include individual calls to any numbers provided at the time of entry. However, should the prize’s total worth equal less than NZD\$250 and be a live-to-air draw, only one failed attempt at contact will be acceptable before the Judge selects another winner.)
 17. The Prize is not redeemable for cash or transferable. No other family members, friends, office associates or any other person will be able to participate on the Winner’s behalf. In the event that the Prize specified in the Competition becomes unavailable for any reason the Promoter may substitute a prize of like or equal value.
 18. Where the Winner is required to claim the prize in person, they must provide proper identification (eg driver’s licence, passport, birth certificate). If the Winner is under the age of 18 years their parent or legal guardian must accompany the Winner or give their prior written consent to the award of the Prize.
 19. The Winner takes the Prize entirely at his/her own risk and indemnifies NZME in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the prize. The Winner is responsible for all insurance, tax or other costs that may be associated with the Prize. Where the Prize has associated terms and conditions the Winner accepts the Prize subject to those terms and conditions and restrictions.
 20. Where the Prize includes air travel and/or accommodation, either international or domestic (the ‘Travel Prize’):
 - (1) the Winner MUST have valid documentation, including but not limited to valid passports and Visas, which meet the requirements of immigration and other government authorities at every destination.
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- (a) Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities (including any costs associated with delay, will be the sole responsibility of the Winner).
 - (b) When the Travel Prize includes travel to or through the United States, it is the Winner's responsibility when travelling into or through (transiting included) the United States under the Visa Waiver Program to apply for an Electronic System for Travel Authorisation (ESTA) no later than 72 hours prior to departure if required. The winner must visit the US Department of Homeland Security website and fill in the required information. The cost of the ESTA is the sole responsibility of the Winner.
- (2) The Winner and their travelling companion (if applicable) must travel together at all times. The Winner is responsible for transport from their residence to their nearest international airport for flight departure and from their nearest international airport to their residence upon returning to New Zealand.
 - (3) Flight tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Unless otherwise specified, the air travel is economy class.
 - (4) Any changes to travel dates or additional accommodation outside the travel period specified in the Travel Prize details, made by the winner, which incur additional costs, are to be paid by the Travel Prize winner.
 - (5) Unless explicitly stated in the Specific Rules, the Winner will be responsible for expenses including, but not limited to, spending money, meals, drinks, transport, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the Travel Prize), gratuities, services charges, passports, visas, travel insurance and all other ancillary costs associated with redeeming the Travel Prize. The Winner must obtain travel insurance to protect themselves against additional costs incurred in the event of unforeseen circumstances.
 - (6) The Travel Prize is not transferable or exchangeable and cannot be redeemed for cash. The Travel Prize must be taken as stated in the Specific Rules and no compensation will be payable if the Winner is unable to use the Travel Prize as stated. For the avoidance of doubt, if the Winner is, for whatever reason, unable to travel on a nominated date during this period, whether the failure was due to reasons beyond the Winner's control or otherwise, then the Winner will forfeit the Travel Prize.
 - (7) The Promoter makes no representation as to safety, conditions and other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the New Zealand Ministry of Foreign Affairs and Trade. The winner accepts the Travel Prize at their own risk.
 - (8) All travel is subject to the terms, conditions and restrictions of the Travel Prize service providers. Any travelling companion included in the Travel Prize (if applicable) accepts the Travel Prize subject to these terms, conditions and restrictions as if references to the Winner in the relevant clauses were to the travelling companion. The Winner and their travelling companion must sign a legal release, in a form acceptable to the Promoter in its absolute discretion, if requested by the Promoter.

NZME Responsibility

- 21.** NZME reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.
- 22.** NZME takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, busy lines, inadvertent disconnection, texts with a misspelt keyword, texts to an incorrect shortcode, Force Majeure or otherwise.
- 23.** To the fullest extent permitted by law NZME will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or for personal injury as a result of Promotion entry or winning the prize.
- 24.** Where the Prize is to be supplied by an entity outside NZME control and that entity fails, for whatever reason, to supply the prize, NZME has no responsibility for the provision of the Prize and is not obliged to provide an alternative Prize or to take legal action to require the Prize supplier to provide the Prize.

Acceptance

25. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
26. If the Winner does not accept these Terms and Conditions the prize will be forfeited.

FLIGHT CENTRE STANDARD TERMS AND CONDITIONS

Treat this card like cash. Defaced, mutilated, altered, lost or stolen cards will not be replaced or redeemed. This card is redeemable for merchandise or services at participating Flight Centre NZ stores only, not redeemable for cash or cash equivalent products. This card expires 12 months from the last transaction. Cash will not be given for any unused balance. Unused balance on expiry of this card will not be refunded or credited.

References to "us", "we" and/or "our" in these booking terms and conditions shall mean Flight Centre (NZ) Limited. Where bookings of travel products are made on your behalf through Infinity Holidays, references to "us", "we" and/or "our" in these booking terms and conditions shall also mean and include Flight Centre (NZ) Limited trading as Infinity Holidays.

These terms and conditions apply to bookings you make with our consultants (in-store, over the phone or by email) as well as online bookings you make on our website.

We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking and that person will bind all such travellers to these terms and conditions.

Passports & Visas

All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid New Zealand passport. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part). If you need information regarding visas, passports and other travel document requirements for your trip, please let your consultant know. . We can provide you with general information on visa and passport requirements that apply to international travel bookings you make with us. Our consultants can also obtain more specific information from an external visa advisory service provider on your behalf (if you wish, we can assist you to obtain visas through this external service and fees will apply). . We do not warrant the accuracy of information provided by any external service and accept no liability for any loss or damage which you may suffer in reliance on it (except to the extent caused by fault on our part).

If you are travelling to the United States please see <https://esta.cbp.dhs.gov/esta/> for important information regarding compulsory pre-registration for their visa waiver program ("ESTA"). New

Zealand passport holders will not be able to enter the United States without a valid ESTA (or visa). Please note, you may not meet the eligibility requirements of ESTA and may be required to obtain a visa.

Travel Insurance

We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. Travel insurance is also strongly recommended by the Ministry of Foreign Affairs and Trade for all overseas travel.

We are an authorised representative of CoverMore Insurance Services Pty Ltd (ABN 95 003 114 145) ("Cover-More") and receive financial and non-financial benefits when you buy travel insurance products through us. We and Cover-More are authorised to provide you with general advice about, and arrange, travel insurance products on behalf of the insurer, Zurich Australian Insurance Limited (ABN 13 000 296 640, AFSL 232507).

You must read the Combined Financial Services Guide & Product Disclosure Statement before you decide to buy the travel insurance product you are considering purchasing to ensure it meets your needs and financial situation. The Combined FSG/PDS also contains information about the conditions, limits and exclusions that apply to the insurance, the 15 working day cooling off period, and how you can access Cover-More's Privacy Policy and complaints handling procedures.

Please contact your consultant, visit <https://www.flightcentre.co.nz/insurance/insurance-overview> or call 0800 24 35 44 to take out travel insurance through us or if you have any questions about Cover-More's travel insurance products. If you purchase travel and decline travel insurance, you may be required to sign a disclaimer.

Travel Advice

We recommend that you contact the Ministry of Foreign Affairs and Trade or visit their website at www.safetravel.govt.nz for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit. You can also register your travel plans with SafeTravel, so that you may be more easily contacted in an emergency.

Health

It is your responsibility to ensure that you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation.

Prices

All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once paid for in full by you. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Please contact your consultant for up-to-date prices.

Our Change and Cancellation Fees: Subject to your refund and remedy rights under the Consumer Guarantees Act, the following change and cancellation fees apply to all bookings (including online bookings and bookings made with a consultant):

- Each change to a Domestic/Trans-Tasman booking will incur a fee of \$50 per passenger per booking in addition to supplier fees.
- Cancellations to Domestic/Trans-Tasman bookings will incur a fee of \$75 per passenger per booking in addition to supplier fees.
- Each change to an International booking (excluding Trans-Tasman bookings) will incur a fee of \$125 per passenger per booking in addition to supplier fees.
- Cancellations to International bookings (excluding Trans-Tasman bookings) will incur a fee of \$350 per passenger per booking in addition to supplier fees.

Supplier Change and Cancellation Fees: Cancelled bookings may also incur supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Supplier fees may also apply where a booking is changed and when tickets or documents are re-issued. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we will not provide a refund to you until we receive the funds from that supplier.

Online Servicing Fee

The following servicing fee applies to online bookings only:

- Domestic flight bookings within New Zealand will incur a servicing fee of \$9.95 per person per booking in addition to applicable credit card surcharge fee.
- Australia and South Pacific flight bookings will incur a servicing fee of \$14.95 per person in addition to applicable credit card surcharge fee.
- International flight bookings will incur a servicing fee of \$29.95 per person in addition to applicable credit card surcharge fee.

The above servicing fees are non-refundable for changes of mind or cancellations by you (subject to your rights under the New Zealand Consumer Law).

Deposit and Final Payment

You will be required to pay a deposit or deposits when booking. Your consultant will advise you of how much that will be. All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Consumer Guarantees Act). Final payment is required no later than 6 weeks prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking.

Service guarantees

Our booking and advisory services come with a guarantee that:

- they will be provided with reasonable care and skill;
- they will be fit for the particular purpose;
- they will be charged a reasonable price (when the price is not set); and
- they will be completed within a reasonable time.

If we fail to meet any of these guarantees, you have rights under the Consumer Guarantees Act.

Agency

We act as an agent for, and sell various travel related products as agent on behalf of, numerous transport, accommodation and other service providers, such as airlines, coach, rail and cruise line operators, as well as all of our wholesalers. Any services we provide to you are collateral to that agency relationship. Our obligation to you is to (and you expressly authorise us to) make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. We exercise care in the selection of reputable service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. We can provide you with copies of the relevant service provider terms and conditions on request. Your legal rights in connection with the provision of travel services are against the specific provider and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

Liability

To the extent permitted by law, neither Flight Centre (NZ) Limited nor any of its related bodies corporate, directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. Our liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Consumer Guarantees Act). This liability clause is subject to your rights under the Consumer Guarantees Act and nothing in these terms and conditions is intended to limit any rights you may have under the Consumer Guarantees Act or the Fair Trading Act.

Special Requirements

Please liaise with your consultant regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access.

Frequent Flyer

When booking with one of our consultants, please let them know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking. Please check your frequent flyer program (or other applicable loyalty program) for the specific terms of your membership. We cannot guarantee that the supplier will credit you with points for your booking. It is your responsibility to retain all boarding passes to allow verification of your travel if required.

Governing Law

If any dispute arises in relation to the agreement between you and us as constituted by these terms and conditions or otherwise, the laws of New Zealand will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New Zealand and waive any right that you may have to object to an action being brought in those courts.

Travel Documents


Travel documents include, without limitation, airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including, without limitation, being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings. It is your responsibility to collect all travel documents from us prior to travel. As a general rule your travel documents will be available for collection 2 weeks prior to departure, however this will depend on your individual arrangements. Please contact your consultant to confirm when your travel documents are ready for collection.

Schedule Changes

We recommend that you contact the airline to confirm your scheduled departure time 24 hours prior to your flight.

Privacy Policy

We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy, which is available online at <https://www.flightcentre.co.nz/privacy> or in store. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. In particular, you agree that in certain circumstances (such as where you request us to book international travel for you), we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers (e.g. airlines, accommodation or tour providers) with whom you make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. We may also disclose your personal information



to our overseas related entities (including those in Australia, the USA, the UK, South Africa, Canada, India and Hong Kong) and to service providers who perform services for us within and outside of New Zealand. Generally, we will only disclose your personal information to these persons in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to any person (including any overseas recipients), you agree that we will not be required to ensure that person's compliance with New Zealand privacy laws or otherwise be accountable for how they handle your personal information. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity.

Monies Not Held On Trust

All monies paid by you to us will be the property of Flight Centre (NZ) Limited and will be a debt due and payable to the travel service provider once the services to which the money relates have been provided (except for monies paid for flights with an IATA airline, which might be held on trust for that IATA airline). You agree and acknowledge that such monies will not be held by us on trust for and on behalf of you and we may hold such monies in any account as we see fit, including with its own and/or other customer monies.

Assistance

For all queries related to you booking, please contact your consultant directly. For urgent after hours assistance related to your booking contact Flight Centre Assist on 0800 322 774 or from overseas +61 7 3170 7850.
