

“New Zealand on the Way Sweepstakes”

Official Rules

The “New Zealand on the Way Sweepstakes” (the “Sweepstakes”) is sponsored by Air New Zealand Limited (“Sponsor”). This Sweepstakes is not in any way sponsored, endorsed or administered by, or associated with INSTAGRAM or FACEBOOK. By entering into this competition, the entrant acknowledges and agrees to release INSTAGRAM and FACEBOOK from any and all claims that the entrant may have in regards to this Sweepstakes. **NO PURCHASE NECESSARY.** Offer void where prohibited.

1. HOW TO ENTER:

Entries for the Grand Prize draw must be received between May 1, 2013 12:00am PST and May 28, 2013 11:59pm PST. In addition to the Grand Prize that will be selected from all entries over the month-long period, there will be weekly prizes awarded in four (4) weekly segments which shall commence and end according to the below schedule:

- Week 1: May 1, 2013 12:00am PST - on or about May 7, 2013 11:59pm PST
- Week 2: May 8, 2013 12:00am PST - on or about May 14, 2013 11:59pm PST
- Week 3: May 15, 2013 12:00am PST - on or about May 21, 2013 11:59pm PST
- Week 4: May 22, 2013 12:00am PST - on or about May 28, 2013 11:59pm PST

Here is how to enter:

Follow @AirNZ on Instagram, upload an Eligible Photo on Instagram, and tag the photo #NZontheWay. If you are not a registered Instagram account holder you must become one – accounts are free. By creating an Instagram account you agree to be bound by the terms of use of Instagram. If you do not agree to the Instagram terms of use you cannot create an Instagram account, or participate in this Sweepstake. Any costs associated with use of Instagram will be the responsibility of the entrant.

An “Eligible Photo” must:

- either (a) include the Air New Zealand Vancouver haka group performing on or about May 2, 2013; (b) include the entrant with an Air New Zealand campaign poster (which will be posted around Vancouver from about May 1, 2013 thru about May 28, 2013); or (c) show how you celebrate New Zealand in your city.
- be publicly posted on Instagram;
- be of good quality; and
- comply with the provisions set out in clause 7 of these Official Rules.

There is no limit on the number of entries allowed per entrant, provided a unique Eligible Photo is uploaded each time. If an entry does not comply with these Official Rules it may be disqualified in Sponsor’s sole discretion. Potential reasons for disqualification include, but are not limited to, failure to upload a photo which meets all requirements of an Eligible Photo, or submission of duplicate photos by an entrant. In the event of a dispute as to the identity of the entrant, the entrant will be deemed to be the individual who is the registered holder of the Instagram account. Sponsor reserves the right to verify the validity of entries. Automated entries, including, without limitation, auto-remailers, are prohibited, and any use of such automated devices will result in disqualification. Incomplete entries will be voided. All entries become the property of Sponsor and will not be returned. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. Sponsor is not responsible for incorrect or inaccurate entry of information by entrants; lost entries or transmissions; interrupted or unavailable network, server, or other connections; scrambled transmissions or other errors or problems of any kind whether mechanical, human, or electronic, technical malfunctions of the computer hardware, software, or any combination thereof; or problems associated with any virus or any other damage caused to entrants’ systems.

2. ELIGIBILITY:

The Sweepstakes is only open to an individual who:

- is a legal resident of, and currently resides in, Canada (residents of Quebec are not eligible)

- has reached the age of majority in his or her province of residence at the time of entry and who has internet access and a valid Instagram account at the time of entry;
- is not an employee of Sponsor, or of any of its affiliates, parent companies, subsidiaries, advertising and promotion agencies, or other coordinating agencies involved in the development, implementation and distribution of the Sweepstakes, or an immediate family member or person living in the same household of such an employee.

No entry fee, payment, or proof of purchase is necessary to enter the Sweepstakes. Void where prohibited by law. This Sweepstakes is subject to all federal, provincial and local laws and regulations.

3. PRIZE DETAILS:

(a) Grand Prize Winner will receive:

- Roundtrip economy class air transportation for two (2) from Vancouver to Sydney, Australia via Auckland, New Zealand on Air New Zealand (the "Grand Prize").

There is one (1) Grand Prize available to be won. The Approximate Retail Value ("ARV") of the Grand Prize is CAD\$5344. Actual value of the prize may vary based on airfare fluctuations.

(b) Weekly Prize Winners will receive:

- A one-time use promo code for CAD\$400 discount off any one round-trip adult fare from Canada to New Zealand or Australia on Air New Zealand purchased on www.airnewzealand.ca (each a "Weekly Prize").

There are four (4) Weekly Prizes available to be won. The ARV of each Weekly Prize is CAD\$400.

Sponsor reserves the right, in its sole discretion, to substitute and or modify any of the prizes with a prize of equal or greater value with immediate effect at any time prior to the closing date of the Sweepstakes by advertising that fact. All prizes must be accepted as awarded.

For the avoidance of doubt, all Weekly Prize Winners will still be eligible for the Grand Prize.

4. PRIZE RESTRICTIONS:

For the Grand Prize

All **Grand Prize** travel plans for winner and guest must be made at one (1) time through Paula Castro paula.castro@airnz.com or 310-648-6743, within ninety (90) days of accepting the prize. Travel dates are subject to availability, holiday/blackout dates, conventions and special event periods, and must be completed by April 30, 2014. If Grand Prize Winner is unable to travel by date indicated, prize will be forfeited, and an alternate winner may be selected.

Grand Prize Winner will be solely responsible for all other expenses not specifically set forth herein that are incurred by them or their guest, including (where applicable), without limitation, transport, flights or transfers to/from airports, meals, gratuities, spending money, hotels, airport surcharges, parking, insurance, passport fees, and any other incidentals.

Unless otherwise specified, all air travel included in the Grand Prize will be provided by Air New Zealand. Prizes, reservations, and airline tickets are non-refundable, non-transferable, non-changeable once issued, and may not be used in conjunction with any other competition or offer. If lost, they will not be replaced. Credit for previous purchases is not permitted. All tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes.

All prize travel will be subject to Air New Zealand's Conditions of Carriage, to view visit www.airnewzealand.ca. Airpoints Dollars™ cannot be accrued on prize travel.

In addition, the Grand Prize Winner and guest are responsible for any federal, provincial, and local tax consequences and for compliance with all governmental reporting and payment requirements.

For Weekly Prizes

Weekly Prize may only be used for a booking of one round-trip adult airfare between Canada and New Zealand or Australia which is purchased online from airnewzealand.ca between 01May and 30Jun 2013 PST for travel from 01May to 30Nov 2013 (PST). All travel must be completed by 09Dec13. Promo code may not be used in conjunction with any other promo code offer. Promo code discount applies to the base fare only and does not apply to fuel surcharge, government fees and taxes. If a promo code booking is purchased and subsequently changed to travel outside the stated travel period a new fare will need to be purchased at the applicable fare level available. All rules and terms and conditions of fare type purchased will apply.

In addition, each winner is responsible for any federal, provincial, and local tax consequences and for compliance with all governmental reporting and payment requirements.

5. WINNER SELECTION:

For the Grand Prize

One entrant will be selected in a random drawing from all eligible entries received to be awarded the **Grand Prize**. The Grand Prize drawing will be held by Sponsor, on or about May 27, 2013. All decisions in all matters relating to this Sweepstakes made by Sponsor are final. Odds of winning depend solely on the total number of valid entries received. Selected entrant will be announced on the Sponsor's official Instagram site. If the selected entrant fails to contact Air New Zealand within ten (10) business days of the announcement on Sponsor's official Instagram site, or if a selected entrant has not, or does not comply with these Official Rules, then such person shall be disqualified and an alternate entrant may be selected.

In order to be eligible to receive the Grand Prize, the selected entrant must correctly answer, unaided, a time-limited mathematical skill-testing question to be administered by telephone at a prearranged, mutually convenient time.

For Weekly Prizes

One entrant will be selected in a random drawing from all eligible entries received in the preceding week. A total of four (4) entrants will be awarded a Weekly Prize. The Weekly Prize drawings will be held by Sponsor, on the following dates.

- week 1 – entries received 5/1 thru 5/5/2013, random drawing to be held 5/6/2013
- week 2 – entries received 5/6 thru 5/12/2013, random drawing to be held 5/13/2013
- week 3 – entries received 5/13 thru 5/19/2013, random drawing to be held 5/20/2013
- week 4 – entries received 5/20 thru 5/26/2013, random drawing to be held 5/27/2013

All decisions in all matters relating to this Sweepstakes made by Sponsor are final. Odds of winning depend solely on the total number of valid entries received. Selected entrants will be announced on the Sponsor's official Instagram site. If a selected entrant fails to contact Air New Zealand within ten (10) business days of the announcement on Sponsor's official Instagram site, or if a selected entrant has not, or does not comply with these Official Rules, then such person shall be disqualified and an alternate entrant may be selected.

In order to be eligible to receive the Weekly Prize, each selected entrant must correctly answer, unaided, a time-limited mathematical skill-testing question to be administered by telephone at a prearranged, mutually convenient time.

6. GENERAL RULES & CONDITIONS

By participating in this Sweepstakes, entrants agree to be bound by these Official Rules. Winners will be required to sign and complete an Affidavit of Eligibility and a Liability and Publicity Release (where legally permissible) and return the signed documents within ten (10) days of receipt to receive the specified prize, otherwise the specified prize may be forfeited and awarded to an alternate entrant. The guest of the Grand Prize Winner will be required to sign and return a Liability Release and Publicity Release (where legally permissible) prior to issuance of travel documents. If the guest is a minor, minor must have a parent or legal guardian sign the documents on the minor's behalf and the minor must be accompanied by a parent or legal guardian. The Sponsor collects entrants' personal information in order to conduct the Sweepstakes. The winners of the prizes consent to the use of their name, voice, picture, portrait and likeness for promotional and media publicity purposes, without any further reference, payment or other compensation to the entrant, where permitted by law.

These Official Rules and all matters related to the Sweepstakes will be governed by the laws of the Province of Ontario, without regard to its conflict of laws principles.

7. Intellectual Property/Copyright

By entering into this Sweepstakes the entrant confirms and acknowledges the following:

- a. any entry (including the Eligible Photo) that is submitted is the entrant's original work and does not infringe on any copyright or any other rights of any third party;
- b. all required permissions regarding images presented within the entry (including the Eligible Photo), have been lawfully acquired by the entrant;
- c. Air New Zealand and any third party hosting provider used by Air New Zealand to run this Sweepstakes are not liable for any copyright infringements perpetrated by the entry (including the Eligible Photo) and/or the entrant;
- d. The entry (including the Eligible Photo) does not violate any applicable law or regulation (including any laws regarding anti-discrimination or false advertising);
- e. The entry (including the Eligible Photo) is not obscene or pornographic;
- f. The entry (including the Eligible Photo) does not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- g. Air New Zealand (including at its discretion and without limitation, any and all of its partners or subcontractors, (the application and third party hosting provider used by Air New Zealand to run this Sweepstakes)), may broadcast, edit, or publish the entry (including the Eligible Photo) in perpetuity and in all media now known or later invented. This includes, without limitation, websites owned/controlled by Air New Zealand or associated with this Sweepstakes, or as determined by Air New Zealand at its discretion.

8. Assignment of Rights

By submitting an entry (including the Eligible Photo), from the date of the respective entry, each entrant is deemed to have:

- a. assigned and thereby relinquished, all intellectual property rights, all interests (including, but not limited to, copyright) and all proprietary rights whatsoever, to the original entry (including the Eligible Photo), exclusively to Air New Zealand.
- b. granted to Air New Zealand a non-exclusive, royalty free perpetual worldwide license to use any such copyright and other intellectual property rights in any and all media to the extent Air New Zealand deems it appropriate.
- c. ensured that any person or persons whose image has been used in the entry (including the Eligible Photo) has given valid consent for the use of their image or has waived any rights they may have in the image or other media submitted. Failure to adequately demonstrate this consent to the satisfaction of Air New Zealand may result in entrant's disqualification from the Sweepstakes and forfeiture of any prize.
- d. granted to Air New Zealand and its representatives, agents and employees the right to use any biographical information contained in within the entry and to record, use and publicize the entry in any manner in connection with the Promotion.
- e. granted and assigned, relinquished and released all intellectual property rights (which for the purposes of these Official Rules will include; intellectual property rights, whether registered or unregistered, including copyright (including future copyright), patents and the right to apply for patents, trademarks, plans, domain names, confidential information, and any similar rights), all interests and all proprietary rights whatsoever, to the entry (including the Eligible Photo) (referred to as the 'Original Work'), and where relevant, any development to or production on the Original Work. For the avoidance of doubt, from the date of the entry, the Original Work will be the exclusive property of Air New Zealand, to use, exhibit or exploit in any manner it deems fit, at its sole discretion.

9. LIMITATION OF LIABILITY:

BY ENTERING THIS SWEEPSTAKES OR ACCEPTING ANY PRIZES, ENTRANT AGREES THAT SPONSOR, AND ITS PARENT, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, ADVERTISING AND PROMOTION AGENCIES INVOLVED IN THIS SWEEPSTAKES SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS BY ENTRANT FOR ANY DAMAGE, LOSS OR LIABILITY TO PERSON OR PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF ENTERING THE SWEEPSTAKES, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO AND FROM ANY PRIZE-RELATED ACTIVITY. Any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event, shall include legal fees. Sponsor and its promotion and advertising agencies are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by the Sponsor, users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the Sweepstakes.

10. TAMPERING:

If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the reasonable control of Sponsor that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Sweepstakes and/or prizes. In such event, Sponsor may award prizes in a random drawing from all eligible entries received up to the date of cancellation or suspension. Sponsor further reserves the right to disqualify, from this Sweepstakes and future sweepstakes of the Sponsor, any individual who tampers with or in any way corrupts the entry process. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in Sponsor's sole discretion, Sponsor determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING LAWYERS' FEES) FROM ANY SUCH ENTRANT OR ANY OTHER INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

11. WINNER LIST/RULES:

For names of the winners visit the Air New Zealand website at www.airnewzealand.ca after June 18, 2013.

12. INFORMATION REGARDING ENTRANT

Certain information about entrants is required by Air New Zealand to administer the "New Zealand on the Way Sweepstakes" and to verify and contact the winner. You are under no obligation to provide this information. By entering this Sweepstakes (e.g. by following @AirNZ on instagram and uploading an Eligible Photo with the tag #NZontheway), entrants expressly consent to Air New Zealand's collection, use and disclosure of this information as provided herein, or as otherwise authorized or required by law.

See <http://www.airnewzealand.com/privacy-policy> for our complete Privacy Policy. Inquiries regarding the collection, management, and use of personal information should be directed to the Privacy Officer at [!PrivacyOfficer@airnz.co.nz](mailto:PrivacyOfficer@airnz.co.nz); Physical Address: Air New Zealand, 185 Fanshawe Street, Auckland 1010, New Zealand, Attn: Privacy Officer, Corporate Legal Services; Telephone number +649 336 2400; Fax number +649 336 2667.

13. SPONSOR:

Air New Zealand Limited
1960 E Grand Avenue, Suite 300

El Segundo, CA 90245
Attn: New Zealand on the Way Sweepstakes

“New Zealand on the Way Sweepstakes” ABBREVIATED RULES

NO PURCHASE NECESSARY. To enter: Follow @AirNZ on Instagram, upload an “Eligible Photo” and tag it #NZontheWay on Instagram. Participants must be legal Canadian residents (excluding Quebec residents) who are at least the age of majority in your province with a valid Instagram account at time of entry. Entry deadline for Grand Prize is **May 28, 2013** at 11:59pm PST. In addition to the grand prize that will be selected from all entries over the month-long period, there will be four (4) weekly prizes awarded in four (4) weekly segments. Entry deadlines for weekly prizes are **May 7, 14, 21 and 28, 2013** each at 11:59pm PST. Grand Prize ARV is CAD\$5344. Weekly Prize ARV is CAD\$400. Odds of winning depend solely on the total number of valid entries received. In order to win, the selected entrants must correctly answer a skill-testing question. Complete rules available at: facebook.com/airnewzealandcanada. Sponsor: Air New Zealand Limited.