## **Adore Auckland Facebook Competition Terms and Conditions**

- 1. Information on how to enter the "Adore Auckland" (The Competition) and instructions on the Facebook competition app, form part of these terms and conditions. Entry into the competition is deemed as acceptance of these terms and conditions.
- 2. Entry is open to any individual who is: (i) a legal resident of the 48 contiguous United States, excluding Rhode Island, New York and Florida; (ii) is twenty-one (21) years of age or older as of July 22, 2013 and has internet access and a current email account; (iii) is not an employee of Air New Zealand, or any of its affiliates, subsidiaries, or any advertising and promotion agencies associated with Air New Zealand; or (iv) an immediate family member or any other person living in the same household of such an individual in (iii) above.
- 3. This competition is void where taxed, restricted, or otherwise prohibited by law. This competition is intended for viewing in the United States only and shall only be construed and evaluated according to United States law. You are not authorized to participate in the competition if you are not located in the United States.

## 4. Conditions of Entry

**How to Enter:** No purchase, entry fee, or payment is necessary to enter this competition. To enter, an eligible participant must complete all details on the online entry form, located on the Air New Zealand USA Facebook Page <a href="www.facebook.com/airnewzealandusa">www.facebook.com/airnewzealandusa</a>. Entry into the competition is automatic upon submission of a correct and fully completed online entry form.

- 5. Each correct submitted entry will have an equal chance of winning. Sponsor will not verify receipt 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 Air New Zealand and will not be returned. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. Air New Zealand 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.
- 6. Participation in the competition is limited to up to three (3) entries per person. The first entry will be secured upon successful completion of the registration form. A second entry will be secured when you 'like' the Air New Zealand facebook page. A third entry will be secured when you 'share' the Air New Zealand Kiwi IQ page.
- 7. Air New Zealand reserves the right to verify the validity of entries.
- 8. Competition commences 22 July, 2013 at 0900 PST and closes 16 August, 2013 at 23:59 PST (the "Competition Period"). Entries received outside the Competition Period will ineligible for entry.
- 9. One winning entry will be drawn at random from one pool of all correct entries submitted during the Competition Period for the Grand Prize (defined below). Air New Zealand will attempt to notify the winners by email provided on the online entry form. Where Air New Zealand, having used reasonable efforts, is unable to contact the winners by 9 August, 2013, the prize will be forfeited and a further draw will be conducted. Air New Zealand's decision is final and no correspondence will be entered into. The winner's name and country will be made available on request in writing to the address set out below.

- 10. The first valid entry drawn will win (Grand Prize): roundtrip Economy flights for two (2) persons from San Francisco to Auckland, New Zealand on Air New Zealand with an estimated retail value of US\$3866. The Grand Prize winner (and his/her companion) are responsible for paying all additional costs associated with the Grand Prize that are not specifically included (as stated in these terms and conditions), including (where applicable) transport to and from the respective airports, and any other transport (other than the flights awarded as part of the Grand Prize), accommodation, meal costs, spending money, insurance and all other incidentals.
- 11. Grand Prize travel for the winner and guest must be booked at one (1) time through Air New Zealand, within ninety (90) days of accepting the prize. Travel dates are subject to availability holiday/blackout dates; December 15, 2013 through January 15, 2014, and must be completed by June 30, 2014. If the winner is unable to travel by the date indicated, the prize will be forfeited.
- 12. The Grand Prize may not be converted into cash. Unless otherwise designated, all air travel 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.
- 13. Air New Zealand reserves the right to substitute the Grand Prize in whole (or any of its components), with a substitute prize of equal or greater value.
- 14. All Grand Prize travel will be subject to Air New Zealand's Conditions of Carriage to view visit <a href="www.airnewzealand.com/conditions\_of\_carriage.htm">www.airnewzealand.com/conditions\_of\_carriage.htm</a>. Airpoints Dollars™ and Status Points cannot be accrued on prize air travel.
- 15. Air New Zealand assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries. Air New Zealand assumes no responsibility for any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials relating to this competition.
- 16. Neither Air New Zealand nor any other person or party associated with this competition shall be liable for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss or damage) or personal injury suffered or sustained in connection with either participation in this competition or with any prizes offered except that nothing in these terms shall limit in any way Air New Zealand's liability for death or personal injury caused by its negligence.
- 17. Air New Zealand (and not Facebook) collects participants' personal information in order to conduct the competition. If the information requested is not provided, the participant may not take part in the competition. By entering into this competition, the entrant accepts that the personal information provided as part of the competition will be transferred to and processed by Air New Zealand for the purpose of administering the competition. No personal information will be transferred to any country outside of the US (other than for the purposes of arranging Grand Prize travel and only where strictly necessary.)
- 18. Acceptance of the prize is deemed consent for Air New Zealand to use the winner's details and photographs for promotional and media purposes without any further reference, payment or other compensation to the participant. Please refer to Air New Zealand's Privacy Policy at <a href="https://www.airnz.com/privacy\_policy.htm">www.airnz.com/privacy\_policy.htm</a> regarding the collection, use and storage of personal information.
- 19. In the event of a printing or other error whereby there are more winners than prizes for the Competition, Air New Zealand reserves the right at any time to allocate the prize by a

- draw or to divide the prize or the value of the prize between the winners of the Competition.
- 20. The Competition and these terms and conditions are governed by law and by entering this Competition, the entrant acknowledges and agrees to submit to the non-exclusive jurisdiction of the courts.
- 21. The promoter of this competition is Air New Zealand Limited, 1960 E Grand Avenue, Suite 300, El Segundo, CA 90245, Attn: "Adore Auckland Sweepstakes". This competition is not in any way, sponsored, endorsed, administered by or associated with Facebook. By entering into this competition, the entrant agrees to release Facebook of any and all claims that the entrant may have arising out of this competition.
- 22. LIMITATION OF LIABILITY: AIR NEW ZEALAND, AND ITS PARENT, SUBSIDIARIES, DIRECTORS, OFFICERS, SHAREHOLDERS, AFFILIATES, EMPLOYEES, ADVERTISING AND PROMOTION AGENCIES INVOLVED IN THIS COMPETITION 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, DIRECLTY OR INDIRECLTY, BY REASON OF ENTERING THE COMPETITION, 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 competition, but in no event, attorney's fees. Air New Zealand 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 Air New Zealand, users or by any of the equipment or programming associated with or utilized in the Competition 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 Competition.
- 23. TAMPERING: If for any reason the competition is not capable of running as planned including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Sponsor that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this competition, Air New Zealand reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the competition and/or prizes. In such event, Air New Zealand may award prizes in a random drawing from all eligible entries received up to the date of cancellation or suspension. Air New Zealand further reserves the right to disqualify any individual who tampers with or in any way corrupts the entry process. Air New Zealand may prohibit an entrant from participating in the competition or winning a prize if, in Air New Zealand's sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the competition 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 Air New Zealand representatives.

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