

www.aatravel.co.nz **COMPETITION'S TERMS & CONDITIONS**

By entering AA Tourism's "Auckland Action-Packed Combo Package" competition, you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Information on how to enter forms part of the terms of entry

2. WHO CAN ENTER?

2.1 Subject to clause 2.2, entry is open to all residents of New Zealand.

2.2 Directors, management, employees and their immediate families of New Zealand Automobile Association, Tourism Auckland and their associated agencies and companies are not eligible to enter.

2.3 All entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter. If the winner is under the age of 18 at the conclusion of the competition period, the prize will awarded to the winner's parent or guardian.

3. HOW TO ENTER

3.1 Entry is via www.aatravel.co.nz

3.2 The Competition commences on 18 January, 2010 at midday (NZDT) and concludes on 7 February, 2010 at midday (NZDT).

3.3 Only one entry per person will be accepted into the competition.

3.4 The Promoter reserves the right in its sole discretion to reject bulk entries which it considers to have been generated using software to generate multiple entries. Use of such software may result in removal from the competition as well as from future competitions.

4. PRIZES

4.1 There will be 2 prize winners.

4.2 Total prize value is \$870 NZD.

| Number | Prize Details | Value [RRP] |
|-------------------------|---|-------------|
| 2 x Major Prizes | Sightseeing Triple Treat Prize includes: Bridge Climb, Whale and Dolphin Safari, SkyWalk. | \$405 |
| | Adventure Triple Treat Prize includes: Bungy Jump, America's Cup Sailing, SkyJump. | \$465 |

- 4.3 Unless expressly stated in these Terms and Conditions all other expenses become the responsibility of the Winner.
- 4.4 Prizes are not transferable and cannot be redeemed for cash. The Winner should seek independent financial advice about any tax implications that may arise from the prize winnings.
- 4.5 In participating in the Prizes, the Winner agrees to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The Winner agrees to grant the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use.
- 4.6 The Sponsor is solely responsible for the fulfilment of the Prize.

5. HOW TO WIN

- 5.1 Each entrant who has entered the Competition over the Competition Period in accordance with these Terms and Conditions will be entered into the random draw. The first 2 entrants randomly drawn from the pool of entrants will be the Winners.
- 5.2 AA Tourism's decision (including any decisions as to prize distribution) is final and will not enter into correspondence regarding the result.
- 5.3 It is a condition of accepting the prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.4 It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the Prize supplier prevail.
- 5.5 The Winner(s) will be drawn within two weeks of the competition close date. The Winner(s) will be notified by email. Failure to respond within 72 hours of contact may result in the prize being forfeit and a new Winner being drawn.

6. CONTACT

- 6.1 AA Tourism may contact you during the course of the competition with relevant messaging directly pertaining to the competition or to its the Sponsor. This communication may include a one-time follow-up email with a special offer or other incentive. This communication will be delivered to all competition participants
- 6.2 If you choose to opt-in to the AA Tourism list, or to another list promoted through the competition, you will be added to these databases. It becomes your responsibility to opt-out of them if required. You will only ever be added to an AA Tourism or third-party database at your request.

7. NO LIABILITY

- 7.1 Subject to any restrictions in law, the liability of the Promoter however arising, whether by breach of any condition or warranty implied by statute or of this agreement or of any duty of tort (including negligence) is limited to the total value of the Prize.
- 7.2 The Promoter, the Sponsor and their associated agencies and companies will take no responsibility for Prizes damaged or lost in transit, or late, lost or misdirected mail.
- 7.3 The Promoter, the Sponsor and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim suffered or brought by an entrant:
- a) during the judging;
 - b) whilst undertaking any travel won on or connected with their entry into the Competition;
 - c) in the participation in any Prize
 - d) as a consequence of late, lost or misdirected mail; or
 - e) due to the publication of any material, including any statements made by any staff member, journalist, other entrants or any other person.
- 7.4 The Promoter and its affiliates assume 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, and reserves the right to take any action that may be available.
- 7.5 If, for any reason, this Competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to state legislation.
- 7.6 In the case of the intervention of an outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including, but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions.

8. PROMOTER'S DETAILS AND PRIVACY

- 8.1 The Promoter is Club Tourism Publishing, trading as AA Tourism, of Level 1, 29 Apollo Drive, Mairangi Bay, North Shore City.
- 8.2 The Sponsor is Tourism Auckland, Cnr Quay & Hobson Streets, Viaduct Harbour, Auckland.

8.3 By entering this Competition you agree to the Promoter's use of your personal information as described on AA Travel's Privacy Policy - <http://www.aatravel.co.nz/main/privacy.php>