### Capital Express Anniversary Competition Terms and Conditions:

1. Information on how to enter the Capital Express Anniversary Competition ("the Promotion") and prize (the "Prize") form part of these terms and conditions. By entering the Promotion, participants ("Participants") agree to be bound by these terms and conditions. Fairfax New Zealand Limited's ("the Promoter"), who has a registered address at 42-52 Willis Street, Wellington, decision is final and no correspondence will be entered into.

#### **Entry**

- 2. Entry is open only to residents of New Zealand, aged 18 years or over at the time of entry, who hold a passport with a minimum six months' validity and do not have any prior criminal convictions. Employees and their immediate families of the Promoter, partners, agencies, including Singapore Airlines (the "Promotional Partner"), and their related corporate bodies, are not eligible to enter this Promotion.
- 3. Monday 18th September to Sunday 24th September "Promotion Period"
- 4. To enter the Promotion, Participants must go to Stuff.co.nz/capitalexpress and enter their details during the Promotion Period.

#### The Prize

- 5. The Prize draw will take place on Monday 25th September 2017 at 4 Williamson Ave, Ponsonby. A total of one (1) Prize-winner will be drawn for the Promotion for all eligible entries received during the Promotion Period.
- 6. The Prize-winner of the promotion will receive the following Prize:
  - a. 2 (two) return Economy Class tickets departing from Wellington to Singapore (via. Canberra) only, inclusive of applicable government and airport taxes. Both tickets must be booked together and travelling the exact same itinerary
  - b. three (3) consecutive nights hotel stay for two people (1 x twin share room) in Singapore. Prize-winner can choose from Mandarin Orchard, Marina Mandarin or Swissotel The Stamford. Hotel accommodation is exclusive of breakfast and all three nights must be booked at one hotel. Accommodation is subject to space availability.
    - c. bus transfers from Airport to hotel on arrival to Singapore and hotel to Airport on departure from Singapore
    - d. two (2), three-day Singapore Explorer Passes which includes access to over twenty attractions including Gardens by the Bay, Singapore Zoo, Hop-on Hopoff bus, Singapore Flyer, National Orchid Gardens, Singapore River Cruise, National Gallery of Singapore and Jurong Bird Park. Prize-winner must adhere to the conditions stated on the Singapore Explorer Pass.

For the avoidance of doubt, the total value of the Prize is a maximum of NZ\$4,000. Any unused portion of the Prize is not payable to the Winner or the Winner's companion (the "Companion"), and the Prize is not transferable for cash.

7. The Winner and the Companion are responsible for and must cover the cost of:

- a. airport taxes and New Zealand Government charges (if any);
- b. visas, passports and any other travel documentation required;
- c. transport and associated costs from their residence to Wellington International Airport for flight departure and from Wellington International Airport to their residence upon returning to New Zealand;
- d. all other expenses related to the Prize, including, without limitation taxes, full travel insurance, transfers, spending money, food and beverage and any other incidental costs; and
- e. any changes to travel dates or additional accommodation outside the travel period specified in the Prize details.
- 8. The Prize will be valid for travel on/between 01 October 2017 to 31 March 2018 ("Travel Period"). Flights and/or accommodation may not be available on the desired flights particularly around Christmas/New Year time, which is subject to availability at the time of request for use. The Prize-winner must produce the necessary identification during reservations and agree to the terms and conditions of the accommodation provider.
- 9. The Winner and Companion must travel together at all times within the Travel Period. The dates for travel are subject to availability of both the flights and accommodation. The Winner may not get preferred dates particularly around peak school holiday travel times and other public holiday periods. The Promotional Partner reserves its right to impose particular flight embargoes during periods of heavy demand as is required commercially from time to time.
- 10. The maximum value of the Prize is correct at the time of publication. The Promoter takes no responsibility for any variation in any element of the Prize.
- 11. The prizes are non-negotiable, non-transferable, non-refundable and not exchangeable for cash credit or kind, either in part or in full except at the sole discretion of the Organiser. Prizes cannot be sold or bartered
- 12. If any portion of the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize, for one of similar theme and of equal value, subject to regulations and subsequent approval. The Promoter is not responsible for any cancellation, postponement, delay or rescheduling of any element of the Prize. Any costs incurred will be the sole responsibility of the Prize Winner.
- 13. No Frequent Flyer points will be accrued.
- 14. All government, federal, state and local taxes and duties on the prizes won, customs and immigration fees, airport taxes, visa fees, insurance, gratuities, any fees imposed by any relevant governments and authorities, and other expenses of a personal nature are the sole responsibility of the Prize-winner. The prize cannot be redeemed for cash, exchanged or transferred

# **Specific Rules of Travel**

15. No stopovers are allowed en-route unless stopping in Canberra and prize-winner must pay additional taxes.

- 16. The Prize-winner and Companion must ensure that they have valid travel documents during their travel. Travellers must hold valid passports with a minimum of 6 months validity at time of travel.
- 17. No change in travel arrangements can be made once the booking is confirmed
- 18. The Promotional Partner or the Promoter will not be held responsible or liable in any way if the Winner or Companion are denied entry into Singapore or encounters any visa issues on route.
- 19. The Winner must contact the Promotional Partner to redeem the Prize within 7 days of receiving their prize winner letter from the Promotional Partner.
- 20. The provision of air tickets from the Promotional Partner is subject to the following conditions:
  - a. the issuance of tickets is subject to seat availability;
  - b. excess baggage waiver will not be granted;
  - c. Economy Class tickets are not upgradable to Business Class unless the winner wishes to do so at their own expense;
  - d. the tickets will only be issued if all sectors are confirmed;
  - e. once the airline tickets are issued to the Winner and Companions, requests for changes of passengers' names and travelling sectors made 35 days or less before the date of travel will be subjected to the Promotional Partner's approval and upon approval, a charge of NZD75.00 per change will be levied;
  - f. any portion of the Prize not utilised will not be carried forward beyond the validity dates contained on the ticket without the specific, written approval of the Promotional Partner.
  - g. notwithstanding any validity date on the ticket, all travel on tickets issued must be utilised in full by 6 months of first departure date; and
  - h. travel will only be available on the Promotional Partner 'operated services.
- 21. As part of the utilisation of travel, the Winner and Companions undertake to:
  - 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;
  - b. take responsibility to pay 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;
  - c. be neatly and appropriately attired when travelling;
  - not carry, on their person, in their luggage or carry-on baggage, any contraband or goods which are prohibited by the laws of Singapore or the country of their final destination, or goods which are unsuitable for carriage on a commercial aircraft;
  - e. observe all directions of the Promotional Partner ground staff and air crew at all times:

- f. comply with the requirements of immigration and customs authorities in each country; and
- g. comply with the laws of the jurisdiction they are visiting.
- 22. Terms and conditions of the accommodation provider may apply. The Winner and the Companion must comply with those terms and conditions at all times. In no circumstance will the Promoter be liable for any breach of those terms and conditions, including any damage caused by the Winner or the Companion. In the event that the accommodation is not available for any reason, the Promoter will not be responsible for finding alternative accommodation.

# Winning the Prize

- 23. The Winner must be available for the preparation of all publicity that may be required by the Promoter.
- 24. The Winner accepts the Prize entirely at his/her own risk and indemnifies the Promoter in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the Prize.
- 25. 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.
- 26. All travel (including the flights and accommodation) is subject to the terms, conditions and restrictions of the Prize service providers.
- 27. The Winner and each Companion must sign a legal release, in a form acceptable to the Promoter in its absolute discretion, if requested by the Promoter.

# **Limitation of Liability**

- 28. The Organiser shall not be liable for any and all other costs, charges, expenses, taxes etc. incurred in relation to the above all of which are to be borne by the participant personally including, without limitation, the registration fees, airtime, ISP connection costs, delayed flights, missed connections etc
- 29. The Organiser shall not be liable in any way to any customer for any loss or damage arising in connection with the promotion and shall not be responsible for lost, late, incomplete, mutilated or misdirected bookings, howsoever caused, or for bookings received after the promotion period as a consequence of any delay, interruption or failure in telephone or internet services
- 30. The Organiser does not assume any responsibility for incorrect or inaccurate capture of entrants' information. This will include but not limited to technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof
- 31. The Organiser shall have no liability in respect of or in relation to any of the prizes or the participation by any person in the promotion. The participant agrees to indemnify the Organiser, its employees and agents from and against any action, claim, loss or liability incurred in connection with his or her participation in the promotion, including the claiming of any prize

- 32. By accepting the prizes, the Prize-winner agree to hold harmless and release the Organiser, its respective directors, officers, employees, agents, contractors, principal sponsors and assigns, against any and all claims and liability arising out of use of the prize. The Prize-winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize
- 33. If for any reason this promotion is not capable of running as planned, including but not limited to the reasons of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Organiser which corrupts or affects the administration security, fairness, integrity or proper conduct of this promotion, the Organiser reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion, subject to approval from the relevant state authorities.
- 34. By agreeing yes to receive promotional information on the entry form, Participants in the Promotion permit the Promoter and the Promotional Partner to enter their personal information into a database for the purpose of contacting them directly about any of the Promoter's publications or Promotional Partner's special offers, samples and other promotions. This personal information will be held in accordance with the Privacy Act 1993 and Participants will have the right to access and correct any personal information.