

## TERMS AND CONDITIONS

### AUCKLAND AIRPORT PUBLIC TRANSPORT CHALLENGE

#### **1 Introduction**

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- 1.1 Auckland Airport is promoting free public transport to all people who work within the Auckland Airport district on the terms and conditions outlined below (the "**Public Transport Challenge**"). The winner(s) of the Public Transport Challenge will receive a prize. There is also a range of spot prizes to be won.
- 1.2 The purpose of the Public Transport Challenge is to facilitate behaviour change and promote the use of public transport as a commuting mode to and from Auckland Airport.

#### **2 Acceptance of Terms**

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- 2.1 Information produced by us on entry into the Public Transport Challenge and prize competitions forms part of these Terms.
- 2.2 By providing us with your details and registering for the Public Transport Challenge, you accept and agree to these Terms.
- 2.3 We reserve the right, in our sole discretion and at any time, to replace or amend these Terms or to modify, suspend, terminate or cancel the Public Transport Challenge.

#### **3 Eligibility / Registration**

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- 3.1 Participation in the Public Transport Challenge is determined by eligibility. To be eligible you must:
    - (a) work within the Auckland Airport District (being the land shown edged green on the map at Schedule 1); and
    - (b) complete the registration form.
  - 3.2 There are two ways to register:
    - (a) Online
      - (i) Go to the Public Transport Challenge website page <https://property.aucklandairport.co.nz/public-transport-challenge>;
      - (ii) Click the "Short Registration Form" link;
      - (iii) Complete the survey and enter your contact details; and
      - (iv) Read and accept the Terms; or
    - (b) In Person
      - (i) Visit one of Auckland Airport's pop-up promotional booths;
      - (ii) You will receive a physical copy of the "Short Registration Form";
      - (iii) Complete the survey and enter your contact details; and
      - (iv) Read and accept the Terms.
  - 3.3 If you do not meet the eligibility criteria you will receive an on-screen acknowledgement thanking you for your interest in the Public Transport Challenge. If the survey is completed in person, the promoter in charge of the pop-up booth will explain this message.
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- 3.4 If you do meet eligible criteria you will receive an automatic message (for those that register online), or be advised by the promoter in charge of the booth (if registering in person), that you will be considered for acceptance to the Public Transport Challenge.
- 3.5 Acceptance to the Public Transport Challenge will be determined by Auckland Airport in its sole discretion.
- 3.6 If Auckland Airport accepts your registration for the Public Transport Challenge, Auckland Airport will:
- (a) notify you in writing using the contact information provided during the registration process; and
  - (b) send you a copy of your journey plan together with the relevant HOP-Card and/or SkyBus ticket by post or courier at its earliest convenience. You may receive notification of your HOP-Card and/or SkyBus ticket after 1 December 2018.

#### **4 Conditions of Entry / Acceptance**

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- 4.1 The Public Transport Challenge runs from 12.01am on 1 December 2018 until 11.59pm on 22 December 2018 (the **"Public Transport Challenge Period"**).
- 4.2 To be considered for the Public Transport Challenge, you must complete the registration form (online or in person) before 11.59am on 30 November 2018. In the event we receive your completed registration form shortly after this deadline, we may still accept your entry to the Public Transport Challenge (at our sole discretion).
- 4.3 You acknowledge and agree that:
- (a) you are entitled to register for the Public Transport Challenge only once;
  - (c) you will not use your HOP-Card and/or SkyBus ticket before 1 December 2018 or after 22 December 2018;
  - (d) you must not use your HOP-Card and/or SkyBus ticket for any purpose other than to travel to and from the Auckland Airport District and in accordance with the information you provided in the Public Transport Challenge registration form;
  - (e) you will not lend or share your HOP-Card and/or SkyBus ticket with any other person;
  - (f) if your journey includes using the SkyBus, you must use your Skybus ticket for this part of your journey. You are not entitled to use your HOP-Card on the SkyBus;
  - (g) your HOP-Card and/or SkyBus ticket are not refundable, transferable or exchangeable;
  - (h) in the event you use the HOP-Card and/or SkyBus tickets provided to you from Auckland Airport outside the Public Transport Challenge Period, Auckland Airport may monitor your use of the HOP-Card and/or SkyBus tickets for the purposes of determining the impact of the Public Transport Challenge, reviewing behaviour change and user behaviour patterns;
  - (i) Auckland Airport's decisions on all matters relating to the Public Transport Challenge are final;
  - (j) we cannot accept responsibility for any lost, misplaced, illegible, damaged, stolen, late or incomplete registration entries;
  - (k) we cannot accept responsibility for any lost, misplaced, damaged or stolen HOP-Card and/or Skybus ticket after it has been provided to you and we are not required to provide you with any additional or replacement HOP-Card and/or Skybus ticket in the event of a lost card or ticket. You are responsible for safeguarding your HOP-Card and/or Skybus ticket; and

- (l) we have visibility of and access to your use of the HOP-Card and/or SkyBus tickets. If we believe you have met the eligibility criteria by or through dishonest means, fraud or illegal activity, or you are using the HOP-Card and/or SkyBus ticket in a fraudulent manner or in any other manner otherwise than in accordance with these Terms, we may, at our sole discretion, cancel your HOP-Card and/or SkyBus ticket at any stage without notice before, during or after the Public Transport Challenge Period.

## **5 HOP-Card Terms**

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### **5.1 Conditions that apply to use of HOP-Cards:**

- (a) By using and accepting a HOP-Card pass, you agree to the Auckland Transport HOP-Card terms of use available here: <https://at.govt.nz/about-us/about-this-site/terms-conditions/at-hop-card-terms-of-use/>. In the event of any inconsistency between any Auckland Transport terms and these Auckland Airport terms, the Auckland Airport terms shall prevail. You also agree that Auckland Airport is entitled to exercise and enforce the rights granted to Auckland Transport in the HOP-Card terms.
- (b) The HOP-Card is only able to be used on Auckland's Transport's publicly scheduled buses, trains and ferries and explicitly does not include school services, special event services or SkyBus services.
- (c) Auckland Airport will have access to and visibility of your use of the HOP-Card provided. The HOP-Card provided will be pre-loaded with credit. Auckland Airport will endeavour to monitor your usage of the HOP-Card and will endeavour to top-up the HOP-Card in the event that it is necessary to ensure you can continue to use it during the Public Transport Challenge Period. You will be unable to top up the HOP-Card provided to you.
- (d) Should you wish to use Auckland Transport services during the Public Transport Challenge Period for transport other than getting to and from the Auckland Airport District for work, or if you want to continue using Auckland Transport after the Public Transport Challenge Period for any reason, you will need to use your own personal HOP-Card. Please contact Auckland Transport to obtain your own personal HOP-Card.
- (e) You agree that the HOP-Card issued to you remains the property of Auckland Airport at all times. After the Public Transport Challenge Period, you agree that you will return the card to Auckland Airport and that you will have no rights to any balance left on the HOP-Card provided to you. We will communicate with you about how to do this, but you will be able to return the card by posting it to or dropping it off at Auckland Airport's office reception at:

Level 1  
4 Leonard Isitt Drive  
Auckland Airport

We may also provide drop off locations at your work place.

## **6 SkyBus Card Terms**

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### **6.1 Conditions that apply to use of SkyBus tickets:**

- (a) SkyBus tickets issued for the Public Transport Challenge will only be valid during the Public Transport Challenge Period.
- (b) Single Skybus tickets will be issued at a time. Each single SkyBus ticket is valid for up to ten journeys.
- (c) Auckland Airport and SkyBus have visibility of and access to your use of SkyBus tickets. Auckland Airport will endeavour to monitor your usage of the SkyBus ticket and will endeavour to issue further SkyBus tickets in the event that it is necessary to ensure you can continue to use it during the Public Transport Challenge Period.

- (d) Up to a maximum number of three SkyBus tickets (a total of 30 journeys) will be provided during the Public Transport Challenge Period.
- (e) Tickets are non-transferrable and are single use.
- (f) Should you wish to use SkyBus services during the Public Transport Challenge Period for transport other than getting to and from the Auckland Airport District for work, or if you want to continue using SkyBus services after the Public Transport Challenge Period for any reason, you will need to use your own personal SkyBus ticket. Please contact SkyBus to obtain your own personal SkyBus ticket.

## **7 Prizes, Prize Conditions and Prize Draw**

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- 7.1 There are two sets of available prizes for the Public Transport Challenge; Spot Prizes and Grand Prizes:
- (a) "Spot Prizes" are those prizes that Auckland Airport determines in its sole discretion from time to time; and
  - (b) "Grand Prizes" are six deluxe mystery weekend breaks. Auckland Airport will determine the exact details of each deluxe mystery break however confirms that each weekend will be on the following terms:
    - (i) Return air travel (seat plus bag) within New Zealand departing from and returning to Auckland Airport.
    - (ii) Travel will be for two people.
    - (iii) Two nights accommodation at the mystery destination (share twin/double).
    - (iv) A rental car will be provided at the mystery destination.
- 7.2 To be eligible for the draw to win a Spot Prize you:
- (a) confirm that you meet all the eligibility criteria and you have been accepted to participate in the Public Transport Challenge;
  - (b) must request and be accepted to join the Public Transport Challenge Facebook group being Auckland Transport PT Challenge <https://www.facebook.com/groups/AucklandAirportPTChallenge/>; and
  - (c) must submit a valid photograph of you on Facebook riding public transport (bus, train, ferry or SkyBus) to or from the Auckland Airport District during the Public Transport Challenge Period; or
  - (d) must validly respond to survey or other challenge requests in accordance with the applicable terms and conditions of such requests.
- 7.3 To be eligible for the draw to win a Grand Prize you:
- (a) confirm that you meet all the eligibility criteria and you have been accepted to participate in the Public Transport Challenge;
  - (b) confirm that you agree to the terms and conditions of any supplier Auckland Airport may use to provide you with a Grand Prize, including Go Holidays mystery break terms and conditions which can be found here [http://www.goholidays.co.nz/portal/travel/mystery\\_breaks\\_disclaimer.asp](http://www.goholidays.co.nz/portal/travel/mystery_breaks_disclaimer.asp); and
  - (c) must use the HOP-Card and/or SkyBus ticket provided by Auckland Airport a minimum of 50% of the times that you tell us during the registration process that you will travel to and from work at the Auckland Airport District during the Public Transport Challenge Period.

For example, say you tell us you work at the Auckland Airport District three days a week – that equals a total of 6 possible trips for the week – over the three week Public Transport Challenge Period, that equals a total of 18 possible trips. To go in the draw to win a Grand Prize you must use your HOP-Card and/or SkyBus ticket at least 50% of those possible 18 trips (9 trips).

7.4 Conditions that apply to Spot Prizes:

- (a) You must not provide false information, impersonate any other person, or otherwise attempt to mislead us about your identity or the origin of any photograph, message or communication.
- (b) Where a Spot Prize is offered in conjunction with or by one of Auckland Airport's partners, the redemption of such prize may be subject to additional terms and conditions from such partner.

7.5 Conditions that apply to Grand Prizes:

- (a) The mystery break trip must be taken by 1 July 2019. The winner and companion must travel together.
- (b) Travel must be booked through our nominated travel agent and is subject to availability. Once booked, if changes are made to any flights or accommodation, fees may apply which you will be responsible for.
- (c) All travel will depart from and return to Auckland Airport to a destination within New Zealand of Auckland Airport's choosing. You are responsible for all your own costs of getting to Auckland Airport ahead of departure of the flights.
- (d) You must comply with the terms and conditions of any partner (including booking agent, airline, accommodation and rental car providers) in respect of the trip.
- (e) Expenses such as, but not limited to, transfers to the departure point of Auckland Airport, travel insurance, meals, spending money, visas, ground transfer costs, Government/airport levied taxes, vaccinations plus any other associated expenses are the sole responsibility of the prize winner.

7.6 Conditions that apply to both Grand Prizes and Spot Prizes:

- (a) Grand Prizes or Spot Prizes cannot be redeemed for cash, and cannot be transferred or exchanged.
- (b) If a Grand Prize or any of the Spot Prizes are not available for any reason, we reserve the right to substitute the relevant prize with another prize of similar value.
- (c) The winner of a Grand Prize or one of the Spot Prizes is responsible for any tax or other costs arising in relation to, or associated with, the prize except for the cost of a courier, if required, to courier the prize to the courier address supplied by the winner on email, within the designated timeframe.
- (d) Each Grand Prize or any of the Spot Prizes is taken entirely at the prize winner's own risk. We will not be liable for any loss, damage or injury (including but not limited to any indirect or consequential loss) suffered or incurred by you or any other person as a result of or in connection with the competition or any prize, except for any liability which cannot be excluded by law. You release and indemnify us and any persons affiliated or associated with the competition in respect of any claim for any accident, injury, death, property damage and other losses that may occur in connection with the competition or any prize. If requested to do so you will sign a separate release and indemnification form in such form as we determine.

7.7 Prize winners of the Grand Prizes or Spot Prizes will be determined by random draw. Draws for the Spot Prizes will take place randomly during the Public Transport Challenge Period. The draw for the six Grand Prizes will take place on 16 January 2019.

- 7.8 Only a person who originally registered and was accepted into the Public Transport Challenge is eligible to win a prize. Where the winner of a prize is required to claim the prize in person, they must provide proper identification (such as, for example, a driver's licence, passport or birth certificate) matching the details of the registered winner. Where the prize will be couriered to the winner, the winner is required to provide a courier address to which the prize can be couriered during working hours and where the winner, or a person authorised by the winner, will be available to sign upon receipt of the courier parcel containing the prize.
- 7.9 We will notify prize winners by phone, email or post, using the contact details on the registration forms and we may notify Spot Prize winners via Facebook. If you fail to respond to our notification that you have won a prize within a reasonable time period, or if you ask us to contact you via alternative contact details than those on your registration form, or if you fail to claim your prize within ten days following notification, the prize will be forfeited. In these circumstances, we reserve the right to offer the prize either to the entrant whose name is next drawn at random or in a future competition.
- 7.10 We may refuse to award a prize to any person who has, in our view:
- (a) acted in a fraudulent manner;
  - (b) breached these Terms; or
  - (c) gained an unfair advantage in participating in the competition.
- 7.11 Auckland Airport's determination of the prize winners will be final and binding, and no correspondence or other communication will be entered into.

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## **8 Publicity**

- 8.1 We may use prize winners' names, details and photographs for promotional and media purposes, and prize winners agree to participate in any publicity arrangements which we reasonably require, in each case without compensation. You consent to us using any photographs you provide or submit to us as part of this Public Transport Challenge for promotional purposes.
- 8.2 If you provide us with an email address and/or a mobile phone number, you consent to us sending you emails and/or text messages (as the case may be) for promotional and/or research purposes.

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## **9 Privacy**

- 9.1 We respect your privacy rights under the Privacy Act 1993. You authorise us, our related entities, Auckland Transport, SkyBus and our authorised service providers to collect, hold, use and disclose personal information about you (including your name, image and contact details) to conduct the Public Transport Challenge and for future promotional purposes.
- 9.2 The primary point of collection of your personal information via the online registration process is Auckland Airport. The primary point of collection of your personal information at the in person collection booths is Auckland Airport.
- 9.3 Auckland Airport collects, stores, uses and discloses personal information in accordance with its privacy policy found here: <https://www.aucklandairport.co.nz/privacy-policy>
- 9.4 You expressly authorise Auckland Airport to use your personal information to contact your workplace, Auckland Transport and/or SkyBus or our partners we work with for any Grand Prize or Spot Prize to facilitate the Public Transport Challenge, including for purposes such as arranging registration to the Public Transport Challenge and/or distribution of subsequent information connected to the Public Transport Challenge.
- 9.5 You understand that you have a right of access to, and may request correction of, personal information held by us about you, which you may exercise by contacting us using the following details:

Attention: Amy Rennell

Email: [Ptchallenge@aucklandairport.co.nz](mailto:Ptchallenge@aucklandairport.co.nz)

- 9.6 Failure to provide the personal information requested in the entry process will result in the entry being invalid.

## **10 General**

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- 10.1 We take no responsibility for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures, failures of computer equipment or software, inability to access telecommunications network services, or any other error or malfunction that results in you not being eligible, qualifying for, or not receiving the HOP-Card and/or SkyBus ticket.
- 10.2 We will not be liable for any loss, damage or injury (including but not limited to any indirect or consequential loss) suffered or incurred by you (or any other person) as a result of or in connection with the Public Transport Challenge or any prize, except for any liability which cannot be excluded by law.
- 10.3 Auckland Airport makes no representation or warranty as to the suitability, availability or reliability of any Auckland Transport or SkyBus service or of the route or journey times provided to you in your journey plan. You agree that you use Auckland Transport and/or SkyBus services solely at your own risk. You are responsible for ensuring that the route you take to the Auckland Airport District will ensure you will arrive at your destination at the time you wish to arrive.

## **11 Defined Terms and Interpretation**

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- 11.1 In these Terms, the following words have the following special meanings:

**"Terms"** means these competition terms and conditions (as amended from time to time).

**"we", "our", "us"** means Auckland Airport and any of its related companies (as defined in the Companies Act 1993) from time to time.

**"Auckland Airport"** means Auckland International Airport Limited.

**"Auckland Transport"** means Auckland Transport.

**"SkyBus"** means Airbus Express Limited.

**"you"** means a person entering the challenge.

- 11.2 For convenience, these Terms have been grouped under different headings, but the headings do not affect the meaning of these Terms.

## SCHEDULE 1

### Plan of Auckland Airport District

