

TERMS AND CONDITIONS
AIRPORT DIRECT FREE BUS

1 Introduction

- 1.1 Auckland Airport is trialling free Airport Direct Bus services from Puhinui Train Station and Onehunga Station direct to the Airport District ("**Trial**"). Services will run during peak morning and afternoon traffic. Limited time only 5.00am 8 April 2019 to 8.00pm 18 April 2019.
- 1.2 The purpose of the Trial is to test demand for a direct bus service from these locations.

2 Acceptance of Terms

- 2.1 Information produced by us on entry into the Trial forms part of these Terms.
- 2.2 By providing us with your details and registering for the Trial, 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 Trial.

3 Eligibility / Registration

- 3.1 Participation in the Trial 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 Airport Direct Bus services website
<https://property.aucklandairport.co.nz/Airport-Direct-Bus>
 - (ii) Complete the survey and enter your contact details; and
 - (iii) Read and accept the Terms; or
 - (b) In Person
 - (i) Visit one of Auckland Airport's pop-up promotional booths;
 - (ii) Complete the survey and enter your contact details; and
 - (iii) 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 Trial. If the survey is completed in person, the promoter in charge of the pop-up booth will explain this message.
- 3.4 If you do meet eligibility 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 Trial.
- 3.5 Acceptance to the Trial will be determined by Auckland Airport in its sole discretion.
- 3.6 If Auckland Airport accepts your registration for the Trial, Auckland Airport will:
- (a) notify you in writing using the contact information provided during the registration process; and
 - (b) send you an email containing your free bus tickets.

4 Conditions of Entry / Acceptance

- 4.1 The Trial runs from 5.00am 8 April 2019 to 8.00pm 18 April 2019 (the "**Trial Period**").
- 4.2 To be considered for the Trial, you must complete the registration form (online or in person). You acknowledge and agree that:
- (a) you are entitled to register for the Trial only once;
 - (c) your Airport Direct bus tickets are not refundable, transferable or exchangeable;
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- (d) any data collected during the registration process may be analysed by Auckland Airport to inform transport decisions within the Airport District;
- (e) Data from trips taken on the free busses will be collected and analysed by Auckland Airport or our agents to inform transport decisions within the Airport District;
- (f) Auckland Airport's decisions on all matters relating to the Trial are final;
- (g) we cannot accept responsibility for any lost, misplaced, illegible, damaged, stolen, late or incomplete registration entries;
- (h) we cannot accept responsibility for any lost, misplaced, damaged or stolen tickets after they have been provided to you and we are not required to provide you with any additional or replacement tickets in the event of a lost ticket. You are responsible for safeguarding your tickets; and
- (i) we have visibility of and access to your use of the tickets. If we believe you have met the eligibility criteria by or through dishonest means, fraud or illegal activity, or you are using the 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 tickets at any stage without notice before, during or after the Trial.

5 Bus information

- 5.1 You are responsible for arranging your own transportation to get to the Puhinui Train Station or the Onehunga Station. You are responsible for arranging your own transportation from your place of work to the location that the bus departs from within the Airport District to return you to the train station of your choice. All expenses in relation to transfers to and from the bus departure points are your sole responsibility.
- 5.2 If you drive your car to the train station, you must park in accordance with the rules of the train station or the rules applicable to wherever you park. You agree that you park your car at your own risk.
- 5.3 We will not be liable for any loss or damage suffered or incurred by you (or any other person) as a result of or in connection with any car that is parked at or around any train station, except for any liability which cannot be excluded by law.
- 5.4 There will be a maximum of three stops on the Airport District and we will optimise the locations based on the registration data received. The Auckland Airport bus stop locations will be confirmed prior to 8 April 2019. Please check the website <https://property.aucklandairport.co.nz/Airport-Direct-Bus> for updates on routes and timetables.
- 5.5 You must present a ticket and scan it appropriately to be able to board the bus. If you do not present a ticket, you will not be able to use the bus.

6 Prizes

- 6.1 Auckland Airport may (in its sole opinion) elect to put in place Spot Prizes. "Spot Prizes" are those prizes that Auckland Airport determines in its sole discretion from time to time.
- 6.2 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 Airport Direct Free Bus;
 - (b) if applicable to the relevant Spot Prize, must request and be accepted to join the relevant Public Transport Facebook group; and
 - (c) must validly respond to survey or other spot prize requests in accordance with the applicable terms and conditions of such requests.
- 6.3 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.
 - (c) Spot Prizes cannot be redeemed for cash, and cannot be transferred or exchanged.

- (d) If a Spot Prizes is not available for any reason, we reserve the right to substitute the relevant prize with another prize of similar value.
 - (e) The winner of a Spot Prize 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.
 - (f) Each 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.
- 6.4 Prize winners of the Spot Prizes will be determined by random draw. Draws for the Spot Prizes will take place randomly during the Trial.
- 6.5 Only a person who originally registered and was accepted into the Trial 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.
- 6.6 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.
- 6.7 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.
- 6.8 Auckland Airport's determination of the prize winners will be final and binding, and no correspondence or other communication will be entered into.

7 Publicity

- 7.1 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.
- 7.2 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 Trial for promotional purposes.

8 Privacy

- 8.1 We respect your privacy rights under the Privacy Act 1993. You authorise us, and our authorised service providers to collect, hold, use and disclose personal information about you (including your name, workplace, bus routes taken, image and contact details) to conduct and evaluate the Trial and for future promotional and/or research purposes. You authorise us to share the information we hold on you with third parties for these purposes, including us sharing such information with Auckland Council and Auckland Transport.
- 8.2 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.

- 8.3 Auckland Airport collects, stores, uses and discloses personal information in accordance with its privacy policy found [here](#).
- 8.4 You expressly authorise Auckland Airport to use your personal information to contact your workplace or our partners we work with for any Spot Prize or to facilitate the Trial, including for purposes such as arranging registration to the Trial and/or distribution of subsequent information connected to the Trial.
- 8.5 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: AirportDirect@aucklandairport.co.nz

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

9 General

- 9.1 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 ticket.
- 9.2 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 Trial or any prize, except for any liability which cannot be excluded by law.
- 9.3 Auckland Airport makes no representation or warranty as to the suitability, availability or reliability of any Airport Direct Bus service or of the route or journey times provided to you. You agree that you use Airport Direct Bus service solely at your own risk. Auckland Airport will do our best to ensure there are enough busses available to meet the demands of workers during the Trial. However, we make no warranty that there will always be a bus available for you to use at any specific time. 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.

10 Defined Terms and Interpretation

- 10.1 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.
- "you"** means a person entering the challenge.
- 10.2 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

