

## TERMS AND CONDITIONS

### AUCKLAND AIRPORT PUBLIC TRANSPORT CAMPAIGN

#### **1 Introduction**

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- 1.1 Auckland Airport, Auckland Transport and SkyBus have teamed up to offer free public transport to all people who work within the Auckland Airport district on the terms and conditions outlined below (the "**Public Transport Campaign**"). Participants will be able to go in the draw to win a range of spot prizes.
- 1.2 The purpose of the Public Transport Campaign 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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- 1.3 Information produced by us on entry into the Public Transport Campaign and prize competitions forms part of these Terms.
- 1.4 By providing us with your details and registering for the Public Transport Campaign, you accept and agree to these Terms.
- 1.5 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 Campaign.

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

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- 3.1 Participation in the Public Transport Campaign is determined by eligibility. To be eligible you must:
    - (a) work within the Auckland Airport District (being the land edged in green on the map at Schedule 1); and
    - (b) complete the registration form.
  - 3.2 You can register online by
    - (i) Going to the Public Transport Campaign website page [[aucklandairport.co.nz/free-transport-december](http://aucklandairport.co.nz/free-transport-december)];
    - (ii) Clicking the "Registration Form" link;
    - (iii) Completing the survey, including entering your contact details; and
    - (iv) Reading and accepting the Terms.
  - 3.3 If you do meet eligibility criteria you will receive an email within 3 working days of registration advising that you have been accepted into the Public Transport Campaign, and when you can expect to receive your AT Hop and/or SkyBus free passes.
  - 3.4 If you do not meet the eligibility criteria you will receive an email within 3 working days of registration thanking you for your interest in the Public Transport Campaign.
  - 3.5 Acceptance to the Public Transport Campaign will be determined by Auckland Airport in its sole discretion.
  - 3.6 If Auckland Airport accepts your registration for the Public Transport Campaign, Auckland Airport will:
    - (a) notify you in writing using the contact information provided during the registration process; and
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- (b) deliver your HOP card and/or SkyBus ticket, as relevant, by hand or courier at its earliest convenience to the work address provided in the registration form. You may receive notification of your HOP-Card and/or SkyBus ticket after 2 December 2018..

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

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- 4.1 The Public Transport Campaign runs from 12.01am on 2 December 2018 until 11.59pm on 20 December 2018 (the "**Public Transport Campaign Period**").
- 4.2 To be considered for the Public Transport Campaign, you must complete the registration form (online or in person) before 11.59am on 27 November 2019. In the event we receive your completed registration form shortly after this deadline, we may still accept your entry to the Public Transport Campaign (at our sole discretion).
- 4.3 You acknowledge and agree that:
  - (a) you are entitled to register for the Public Transport Campaign only once;
  - (c) you will not use your HOP card and/or SkyBus ticket before 2 December 2018 or after 20 December 2019;
  - (d) you must not use your HOP card and/or SkyBus ticket for any purpose other than to travel to, from and around the Auckland Airport District on days when are required to work in the Auckland Airport District and in accordance with the information you provided in the Public Transport Campaign registration form;
  - (e) you will not lend or share your HOP card and/or SkyBus ticket with any other person;
  - (f) your HOP card and/or SkyBus ticket are not refundable, transferable or exchangeable;
  - (g) 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 Campaign, reviewing behaviour change and user behaviour patterns;
  - (h) Auckland Airport's decisions on all matters relating to the Public Transport Campaign are final;
  - (i) we cannot accept responsibility for any lost, misplaced, illegible, damaged, stolen, late or incomplete registration entries;
  - (j) 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
  - (k) 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 Campaign 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--terms-of-use/>.

- (b) The HOP card is only able to be used on Auckland's Transport's publicly scheduled buses and trains and explicitly does not include school services, special event services or SkyBus services.
- (c) Auckland Airport and Auckland Transport 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 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 Campaign Period. You will be unable to top up the HOP card provided to you online.
- (d) Should you wish to use Auckland Transport services during the Public Transport Campaign Period for transport other than getting to and from the Auckland Airport District for work, or to continue using Auckland Transport after the Public Transport Campaign Period, 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 Campaign Period, you agree that you will return the card to Auckland Airport. 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.

- 5.2 In the event of any inconsistency between any Auckland Transport terms and Auckland Airport terms, the Auckland Airport terms shall prevail.

## **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 Campaign will only be valid during the Public Transport Campaign Period.
- (b) Digital 10-trip Skybus tickets will be issued. 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 monitor your usage of the SkyBus ticket and will endeavour to issue further SkyBus tickets in the event it is necessary to ensure you can continue using the SkyBus for the Public Transport Campaign Period.
- (d) Up to a maximum number of three 10-trip SkyBus tickets (a total of 30 journeys) will be provided during the Public Transport Campaign Period.
- (e) Tickets are non-transferrable.
- (f) Should you wish to use SkyBus services during the Public Transport Campaign 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 Campaign Period, you will need to use your own personal SkyBus ticket. Please contact SkyBus to obtain your own personal SkyBus ticket.

## **7 Spot Prizes and Prize Conditions**

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### **7.1 There are Spot Prizes on offer for participants of the Public Transport Campaign.**

"Spot Prizes" are those prizes that Auckland Airport determines in its sole discretion from time to time

- 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 Campaign;
  - (b) must request and be accepted to join the Public Transport Campaign Facebook group ([www.facebook.com/groups/aucklandairportpublictransport](http://www.facebook.com/groups/aucklandairportpublictransport)); and
  - (c) must validly respond to survey or other Campaign requests in accordance with the applicable terms and conditions of such requests.
- 7.3 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 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.
  - (e) The winner of 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.
  - (f) 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.
- 7.4 Winners of Spot Prizes will be determined by random draw. Draws for the Spot Prizes will take place randomly during the Public Transport Campaign Period.
- 7.5 Only a person who originally registered and was accepted into the Public Transport Campaign 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.
- 7.6 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 do not agree to our collection terms, 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.
- 7.7 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.
- 7.8 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 Campaign 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. Any communications you receive from us via electronic means will have a functional unsubscribe facility.

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## **9 Privacy**

- 9.1 We respect your privacy rights under the Privacy Act 1993. You authorise us, our related entities and our authorised service providers to collect, hold, use and disclose personal information about you (including your name, image and contact details) to conduct and analysis the Public Transport Campaign and for future promotional purposes.
- 9.2 The primary point of collection of your personal information via the online registration process is Auckland Airport.
- 9.3 Auckland Transport collects, stores, uses and discloses personal information in accordance with its privacy policy found [here](#). Auckland Airport collects, stores, uses and discloses personal information in accordance with its privacy policy found [here](#).
- 9.4 You expressly authorise Auckland Airport to use your personal information to contact your workplace/ employer, Auckland Transport and/or SkyBus or our partners we work with for any Spot Prize or to facilitate the Public Transport Campaign, including for purposes such as arranging registration to the Public Transport Campaign and/or distribution of subsequent information connected to the Public Transport Campaign. You expressly authorise Auckland Airport to share your personal information with your workplace/ employer, Auckland Transport and/or SkyBus or our partners we work with for any purposes in relation to the Public Transport Campaign and/or distribution of subsequent information connected to the Public Transport Campaign.
- 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 email:
- Email: [freetransport@aucklandairport.co.nz](mailto:freetransport@aucklandairport.co.nz)
- 9.6 Failure to provide the personal information requested in the entry process will result in the entry being invalid.

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## **10 General**

- 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 Campaign 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, Auckland Transport and SkyBus 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 Campaign.

- 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

