

Interislander Summer Competition Terms and Conditions

Application: These Standard Competition Terms ("Terms") apply to all promotions and competitions of KIWIRAIL Limited ("KIWIRAIL") that are stated to be subject to KIWIRAIL's Standard Competition Terms. These Terms form an agreement between each entrant ("you") and KIWIRAIL.

Other information: Please see the entry information or competition details for the following information (and all such information forms part of these Terms):

1. Competition name is Interislander Summer Competition ("Competition").
2. Entries will open at 8:00am NZST, Friday 3rd of December 2021 and will close at 11.59pm NZST, Monday the 31st of January 2022 (The Competition Period).
3. Two winners will be drawn every Monday from the 6th of December 2021 until January 31st 2022.
4. The weekly prize pool consists 2 x \$300 Interislander vouchers, valid for 12 months, travel blackout periods apply.
5. Each winner will be contacted on Facebook, Instagram or email and must respond within 48 hours of notification of winning. If a response has not been received the prize will be forfeited and re-drawn.
6. The prize does not include transport, meals or any additional expenses occurred.

How to enter:

- Enter the competition by using our competition hashtags #Interislanderjourneys or #DogsofInterislander on Facebook or Instagram or by completing the form on our campaign landing page.
- If entering on Instagram or Facebook your account must be public for your photo to be visible to Interislander.
- There are three categories you can enter:
 1. Share a photo and story about your journey on Interislander.
 2. Share a photo and story about your interaction with Interislander crew members on Interislander.
 3. Share a photo and story about your dog travelling on Interislander.

Eligibility: The Competition is open to New Zealand residents that are at least 18 years old at the time of entry and that comply with these Terms and any Specific Terms. Employees of KIWIRAIL, KIWIRAIL's agents and related entities, as well as the immediate families of such employees, are not eligible to enter the Competition. Interislander reserves the right in its sole discretion to disqualify an entrant who it considers to be ineligible or who tampers with the competition entry, or who fails to comply with these Terms. You must travel with Interislander over the Competition Period to be eligible. Each entry through Instagram and Facebook must use the hashtag #Interislanderjourneys or #DogsOfInterislander to be a valid entry.

- **Entry:** You may enter the Competition by following the Entry Instructions during the Entry Period. You may enter the competition more than once, each photo or story will qualify as one entry. There is a limit of 5 entries per person. If your entry is received by KIWIRAIL outside the Entry Period, or you do not follow the Entry Instructions and comply with these Terms (including any Specific Terms), you may be disqualified from the Competition.

Determining and contacting the winner(s): Unless specified in the Specific Terms, the winner of the Prize will be drawn randomly from two prize pools. There is one prize pool for stories about people (crew and passengers) and one prize pool for stories about dogs. KIWIRAIL will take reasonable steps to contact the winner by using the contact details provided at the time of entry. However, if KIWIRAIL cannot contact a winner within one week of the Prize Determination Date (despite reasonable efforts to do so) or if the winner is otherwise unable to accept the prize for reasons outside KIWIRAIL's reasonable control, then the winner will forfeit the Prize and KIWIRAIL may conduct a redraw and select a

new winner (and may continue to do this until a winner is selected, contacted, and accepts the Prize in accordance with this clause). Winners must provide an email address, for their voucher to be sent to them. All decisions of Interislander in relation to the competition shall be final and no correspondence will be entered into.

Prizes: Some or all components of the Prize may be subject to availability, as well as additional terms and conditions imposed by third parties. The winner agrees to comply with all such third party terms and conditions. Where the Prize includes travel, KIWIRAIL and third parties may impose restrictions on the dates of travel and/or black-out periods (e.g. during school holidays). Prize winners are responsible for arranging and paying for all costs associated with the Prize that are not explicitly stated in the applicable Prize description (including, without limitation, transfers to and from a New Zealand departure point, meals, spending money, insurance and other incidentals). Prizes are not transferrable or exchangeable, cannot be exchanged for cash and all components of the Prize must be taken together. KIWIRAIL reserves the right to replace any Prize with another prize of equivalent or greater value if the Prize becomes unavailable for any reason outside KIWIRAIL's reasonable control. Where the Prize is to be delivered to the winner, the Prize must be delivered to a New Zealand address.

Travel voucher terms and conditions: The prizes cannot be used in conjunction with any other offer. Prize vouchers are non-refundable for cash either in part or in whole and are not transferable to any persons, unless agreed in writing by KIWIRAIL.

KIWIRAIL services: Where the Prize includes certain KIWIRAIL services ("Prize Services") for a certain period of time ("Prize Period"), the Prize Services will automatically continue at the end of the Prize Period unless the winner expressly requests otherwise, and the winner will be charged standard KIWIRAIL rates for the continuation of the Prize Services after the Prize Period.

Promotion: By entering the competition by posting your picture to Instagram or Facebook or through the campaign landing page, you grant KIWIRAIL rights to use your image and story, including for reasonable commercial use in relation to KIWIRAIL'S business. This grant includes the right to modify and re touch the

images at the discretion of KIWIRAIL. This grant includes the right to pass on permission of use to third-parties and agencies and to circulate these images nationwide and worldwide on a royalty free basis and I acknowledge that there will be no further compensation to me for this use. In granting this permission to KIWIRAIL and its legal representatives, you are fully and without limitation releasing it from any liability that may arise from the use of the images.

The winner must make themselves available for promotional and publicity purposes on reasonable notice from KIWIRAIL. KIWIRAIL may use all winners' names and photographs for promotional and media purposes without compensation and all intellectual property rights including copyright in any such promotional material will belong to KIWIRAIL.

No warranties: By entering into the Competition, you acknowledge and agree that KIWIRAIL has not made any representations as to the quality or fitness for purpose of the Prize.

Liability: Subject to any applicable law that cannot be excluded, KIWIRAIL and the Competition Sponsors, and their employees and agents will not be liable for any loss or damage or injury by or to any person whatsoever (including but not limited to direct, indirect or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with the Competition or the Prize. Without limiting the previous sentence, KIWIRAIL is not responsible for any late, misdirected or incorrectly completed entries, or any technical malfunction, delay or loss of data that occurs in the course of the administration of the Promotion, however caused.

General: KIWIRAIL's decisions on all matters regarding the Competition are final and no correspondence will be entered in to. KIWIRAIL may change these Terms at any time. The Terms that apply to you are the Terms that are in effect at the time you enter the Competition. If KIWIRAIL cannot reasonably run the Competition as planned for any reason, KIWIRAIL reserves the right to cancel this Competition.

Personal information: KIWIRAIL and the Competition Sponsors may collect and use personal information about you for the purpose of administering the Competition, verifying the validity of entries, contacting winners and checking winners' identities, and marketing the goods and services of KIWIRAIL, the

Competition Sponsors, and selected other third parties to you and your household (including via electronic message). As certain information is required in order to effectively administer the Competition, if you do not provide accurate information where requested, you may be disqualified from entry into the Competition. KIWIRAIL will collect, use and hold your information in accordance with our legal obligations, including under the Privacy Act 2020. In order to request access to or correction of your personal information, or if you do not wish to be contacted for marketing purposes, please contact KIWIRAIL at Level 3, 8-14 Stanley Street, Parnell, Auckland.

Facebook: Where the Competition is run via Facebook, Facebook Messenger, Instagram, WhatsApp, or Oculus VR, the Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc., Facebook has no liability in connection with the Competition, and any information you provide in connection with the Competition is provided to KIWIRAIL and/or the Competition Sponsors, not to Facebook.

Twitter: Where the Competition is run via Twitter, Vine or Periscope, the Competition is in no way sponsored, endorsed or administered by, or associated with Twitter, Inc., Twitter has no liability in connection with the Competition, and any information you provide in connection with the Competition is provided to KIWIRAIL and/or the Competition Sponsors, not to Twitter.

Snapchat: Where the Competition is run via Snapchat, the Competition is in no way sponsored, endorsed or administered by, or associated with Snap, Inc., Snap has no liability in connection with the Competition, and any information you provide in connection with the Competition is provided to KIWIRAIL and/or the Competition Sponsors, not to Snap.

Google: Where the Competition is run via Google products, YouTube, the Competition is in no way sponsored, endorsed or administered by, or associated with Google, or Alphabet Inc., Google has no liability in connection with the Competition, and any information you provide in connection with the Competition is provided to KIWIRAIL and/or the Competition Sponsors, not to Google.