

## 1. Definitions

- 1.1** "Blackout period" means any period during which Interislander (at its sole discretion) determines that certain Rewards will not be available.
- 1.2** "Conditions" means these terms and conditions of Membership, as may be amended by Interislander from time to time.
- 1.3** "Cruise Pay" means the instalment payment option marketed by Interislander.
- 1.4** "General Conditions of Carriage" means the conditions from time to time designated by the Interislander as applying to its services as published on its website.
- 1.5** "Interislander" means KiwiRail Limited.
- 1.6** "Member" means a member of Nautical Miles and "Membership" has a corresponding meaning.
- 1.7** "Membership Card" means the means of identification of Members adopted by Interislander (whether by card or otherwise).
- 1.8** "Nautical Dollars" means the points earned by a Member by traveling with Interislander, and which may, at the sole discretion of Interislander, be used to redeem travel services with Interislander.
- 1.9** "Nautical Miles" means the frequent traveller rewards programme marketed by Interislander.
- 1.10** "Retail Fare" means a fare type which is generally available and advertised to the general public.
- 1.11** "Rewards" means any rewards, including Nautical Dollars, which Members may receive, as a result of Membership.
- 1.12** "Rules" means any rules published by Interislander from time to time in relation to Nautical Miles.

## 2. Introduction

- 2.1** Nautical Miles is subject to these Conditions and any Rules published from time to time by Interislander.
- 2.2** In the event of any conflict between these Conditions, the Rules, and the General Conditions of Carriage, the General Conditions of Carriage will prevail.
- 2.3** Interislander has taken sought to ensure the information provided in Nautical Miles publications is correct. However, Interislander accepts no responsibility for any inaccuracy or misdescription.

## 3. Changes to, or cancellation of Nautical Miles.

- 3.1** Interislander reserves the right at all times to make changes to these Conditions and any Rules, including those relating to:
- Nautical Dollars and other Rewards
  - Nautical Dollars accrual rates
  - Blackout Periods
  - Continued existence and expiry of Rewards
  - Ticketing procedures
  - Membership fees
- 3.2** Changes may be made to the Conditions and the Rules by Interislander at any time, without notice, at its sole discretion. Interislander shall attempt to advise Members of any changes but shall not be liable for any failure to do so.

## 4. Termination of Nautical Miles

- 4.1** Interislander expressly reserves the right to terminate or materially alter Nautical Miles at any time, without notice.
- 4.2** Interislander shall not be liable for any Member's accumulated Nautical Dollars or other Rewards. In the event of termination or other material alteration to Nautical Miles, Nautical Dollars and other Rewards may also be terminated or extinguished.
- 4.3** Interislander gives no warranty as to the continuing availability of Nautical Dollars, or any other Reward.

## 5. Abuses of Nautical Miles

- 5.1** Any failure to comply with the General Conditions of Carriage, these Conditions or the Rules may at Interislander's sole discretion result in termination of Membership and/or cancellation of Nautical Dollars and other Rewards.
- 5.2** It is a breach of these Conditions for any Member in the opinion of Interislander to:
- Abuse any of the Rewards accorded to him or her as a result of Membership
  - Act in a way which is likely to be detrimental to the interests of Nautical Miles or Interislander
  - Supply or attempt to supply misleading information, or make any misrepresentation to Interislander or any partner in or affiliate of Nautical Miles.

## 6. Membership

- 6.1** Application for Membership is open to persons over 18 years of age.
- 6.2** Membership and Rewards are offered at the discretion of Interislander and Interislander has the right to accept or reject any application for Membership without giving reasons.
- 6.3** Membership [and Rewards] [is/are] personal to the Member and [is/are] not transferable.
- 6.4** If Membership is not renewed, Nautical Dollars may still be redeemed for travel up to their expiry date but other Rewards will cease at the expiration of Membership.
- 6.5** Member information is held by Interislander. Details held include:
- Member's name and address
  - Member's birth date
  - Member's contact details (phone, address, email).
- This information will be used by Interislander to provide the Rewards and may also be used by Interislander for marketing purposes, planning, product development and research. Each Member consents to the collection and use of their personal information in this manner.
- 6.6** The Member will notify Interislander promptly of any change of address [and contact details].
- 6.7** Membership is terminated on the death or bankruptcy of a Member, by notice from Interislander to the Member or by notice from the Member to Interislander. No portion of the Membership fee is refundable as a result of termination of Membership or cancellation of Nautical Miles or other Rewards.
- 6.8** In the event of termination of Membership, all Rewards, Nautical Dollars and Nautical Miles accrued by the Member as at the date of termination of Membership will be null and void.
- 6.9** Any and all tax liabilities and other duties arising from the use of Rewards are and remain the sole responsibility of the Member and Interislander gives no warranty or assurance in relation to such tax or other duty.

## 7. Acceptance

- 7.1** Membership of Nautical Miles constitutes acceptance of these Conditions and the Rules.

## 8. How to accrue and use Nautical Dollars.

- 8.1** Please quote your Membership number when making a booking.
- 8.2** Nautical Dollars will be earned by a Member according to a percentage (determined by Interislander from time to time) of the value of a Retail Fare purchased by the Member from time to time.
- 8.3** Fares other than Retail Fares do not earn Nautical Dollars. Examples of fares that are excluded are Interislander packages, staff fares, group rates and Commercial Vehicle rates.
- 8.4** Nautical Dollars will not be earned by a Member in relation to travel that has been purchased using Nautical Dollars.
- 8.5** A Membership Card, if one has been issued to the Member, along with another form of ID, must be shown by the Member when checking in or at any other time when claiming Rewards or requested by Interislander. Any Membership Card issued to the Member remains the property of Interislander and must be returned on demand. If a Membership Card is lost or stolen, the Member agrees to notify Interislander immediately in writing.
- 8.6** Please keep your ticket as receipt of travel.
- 8.7** All Rewards are subject to availability.
- 8.8** Nautical Dollar redemptions may not be available for travel during Blackout Periods.
- 8.9** Nautical Dollars cannot be used in conjunction with Cruise Pay.

## 9. Terms and Conditions of Nautical Dollars

- 9.1** Except where clause 6.8 applies, a Member's Nautical Dollars expire 12 months after Membership has expired.
- 9.2** When requesting a booking by phone or email, Nautical Dollars can only be redeemed for travel when the number of Nautical Dollars accumulated equals or exceeds the full value of the Retail Fare for the journey requested.
- When making a booking directly on an Interislander website, Nautical Dollars can be redeemed as partial payment, with the remainder of the Retail Fare paid in full using other payment methods provided by the website.
- 9.3** Only fares purchased by traveling Members and their designated vehicles will earn Nautical Dollars.
- 9.4** Tickets redeemed with Nautical Dollars are subject to the fare conditions of the Retail Fare purchased.
- If a ticket is cancelled and the conditions of the ticket allow a full or partial refund in the event of cancellation, Interislander will proportionally refund the cash or credit card amount paid for the fare, if any, only up to the amount paid by cash or credit card for the fare and will then, to the extent relevant, proportionally refund Nautical Dollars. Any refund will be provided only in relation to the travel element of the ticket and not for other fees or charges, such as credit card payment fees or travel insurance.

## 10. Rewards.

- 10.1** The Rewards available to Members are set out in the Member's guide provided to Members. Rewards are not transferable.
- 10.2** Interislander does not guarantee or warrant the Rewards will be available at any time or place. Interislander is not liable for any loss, expense or damage arising from the provision or non-provision, whether in whole or in part, from any of the Rewards.