

## **Singapore Airlines Top Chopsticks Award Promotion**

### **Terms & Conditions.**

- Information on how to enter the Top Chopsticks Award Promotion (“the Promotion”) and prize (the “Prize”) form part of these terms and conditions. By entering the Promotion, participants (“Participants”) agree to be bound by these terms and conditions. Fairfax New Zealand Limited (“the Promoter”), has the final decision and no correspondence will be entered into.

### **Entry and voting**

- Entry is open only to residents of New Zealand, aged 18 years or over at the time of entry, who hold a passport with a minimum six months’ validity and do not have any prior criminal convictions. Non New Zealand residents are permitted to vote in this Promotion, but will not be eligible to win the Prize. Employees and their immediate families of the Promoter, partners, agencies, including Singapore Airlines (the “Promotional Partner”), and their related corporate bodies, are not eligible to enter this Promotion.
- Entry and voting in the Promotion commences at 6:00pm on Wednesday 01 December 2017 and closes at 12:01am on Friday 11 December 2017 (‘Promotion Period’).
- To enter the Promotion, Participants must follow the instructions to register at [www.stuff.co.nz/topchopsticks.co.nz](http://www.stuff.co.nz/topchopsticks.co.nz). These instructions include entering a valid email address and then cast a vote for their No.1 favourite stallholder at The Night Noodle Markets. Participants may cast one vote during the Promotion Period. This vote entitles the Participant to one entry into the Prize draw. For one additional entry into the Prize draw, Participants may, during the Promotion Period, share their vote choice via either Facebook or Twitter.
- The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any Participant that the Promoter deems to have tampered with the entry process or for submitted an entry that is not in accordance with these Terms and Conditions.
- By entering the Promotion, Participants agree to, if they are drawn as the Prizewinner (“the Winner”), their names being published, and to be photographed and/or interviewed by the Promoter and that the Promoter and Promotional Partner may use their names and photographs and/or interviews for publicity purposes.

### **The Prize**

- The Grand Prize draw will take place at 3.00pm on Tuesday 12 December, 2017 at the Promoters offices in 4 Williamson Avenue, Ponsonby, Auckland. All eligible entries received during the Promotion Period will be entered into the Prize draw. The first eligible entry drawn will win the Prize.
- The Winner will be notified by phone within 1 day of the draw using the details provided. If the Promoter is unable to contact the Winner within 5 working days, the Promoter may draw another winner in its sole discretion. The Prize consists of:
  - Two (2) Economy Class return flights from Auckland to Singapore flying Singapore Airlines, which must be taken in the travel period 16 January to 08 December 2018.
  - A travel voucher to the value of \$1,000 to cover any domestic or international internal flights and accommodation while in Singapore.

Any unused portion of the Prize is not payable to the Winner or the Winner’s Companion (the “Companion”), and the Prize is not transferable for cash.

- The Winner and the Companion are responsible for and must cover the cost of:
  - airport taxes and New Zealand Government charges (if any);
  - visas, passports and any other travel documentation required;

- transport and associated costs from their residence to Auckland International Airport for flight departure and from Auckland International Airport to their residence upon returning to New Zealand;
- all other expenses related to the Prize, including without limitation accommodation, taxes, full travel insurance, transfers, spending money, food and beverage and any other incidental costs; and
- any changes to travel dates or additional accommodation outside the travel period specified in the Prize details.
- The flights that make up party of the Prize must travel between during the following period (“Travel Period”): from 16 January 2018 to 08 December 2018.
- The Winner and each Companion must travel together at all times within the Travel Period. The dates for travel are subject to availability of both the flights and accommodation. The Winner may not get preferred dates particularly around peak school holiday travel times and other public holiday periods. The Promotional Partner reserves its right to impose particular flight embargoes during periods of heavy demand as is required commercially from time to time.
- The Promoter takes no responsibility for any variation in any element of the Prize.
- If any portion of the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize, for one of similar theme and of equal value, subject to regulations and subsequent approval. The Promoter is not responsible for any cancellation, postponement, delay or rescheduling of any element of the Prize. Any costs, without limitation, incurred, will be the sole responsibility of the Prize Winner.

#### **Specific Rules of travel**

- The Winner and Companions must hold full international travel insurance for the duration of the trip prior to departure from New Zealand.
- The Promotional Partner or the Promoter will not be held responsible or liable in any way if the Winner or Companion are denied entry into Singapore or encounters any visa issues on route,
- The Winner must contact the Promotional Partner to redeem the Prize within 7 days of receiving their prize winner letter from the Promotional Partner.
- The provision of air tickets from the Promotional Partner is subject to the following conditions:
  - the issuance of tickets is subject to seat availability;
  - excess baggage waiver will not be granted;
  - Economy Class tickets are not upgradable to Premium Economy or Business Class unless the winner wishes to do so at their own expense;
  - the tickets will only be issued if all sectors are confirmed;
  - once the airline tickets are issued to the Winner and Companions, requests for changes of passengers’ names and travelling sectors made 35 days or less before the date of travel will be subjected to the Promotional Partner’s approval and upon approval, a charge of NZD75.00 per change will be levied;
  - any portion of the Prize not utilised will not be carried forward beyond the validity dates contained on the ticket without the specific, written approval of the Promotional Partner. Notwithstanding any validity date on the ticket, all travel on tickets issued must be utilised in full by 6 months of first departure date; and
  - travel will only be available on the Singapore Airlines ‘operated services.

- As part of the utilisation of travel, the Winner and Companions undertake to:
  - have valid documentation, including, but not limited to, valid passports and visas, which meet the requirements of immigration and other government authorities at every destination;
  - take responsibility to pay any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities (including any costs associated with delay);
  - be neatly and appropriately attired when travelling;
  - not carry, on their person, in their luggage or carry-on baggage, any contraband or goods which are prohibited by the laws of Singapore or the country of their final destination, or goods which are unsuitable for carriage on a commercial aircraft;
  - observe all directions of the Promotional Partner ground staff and air crew at all times;
  - comply with the requirements of immigration and customs authorities in each country; and
  - comply with the laws of the jurisdiction they are visiting.
- Frequent Flyer mileage cannot be accrued on any of the free or concession travel undertaken for this Prize.
- Charges for excess baggage shall apply where a passenger seeks to carry more than their entitlement of luggage. In such cases, the Promotional Partner is not liable for the charges.
- Tickets will be valid for the period specified on the ticket. Unused travel at the expiry of the validity period cannot be refunded or re-utilised. Once a journey commences (i.e. the point at which the first flight coupon is redeemed for travel), the utilisation of the commitment for free tickets is deemed to have been made against the provision stated above.
- Tickets are not transferable and must be issued only in the correct name of the person travelling.
- Terms and conditions of the accommodation provider may apply. The Winner and the Companion must comply with those terms and conditions at all times. In no circumstance will the Promoter be liable for any breach of those terms and conditions, including any damage caused by the Winner or the Companion. In the event that the accommodation is not available for any reason, the Promoter will not be responsible for finding alternative accommodation.
- The Prize (including the air tickets and accommodation voucher) is not transferable or exchangeable and cannot be redeemed for cash. The Prize must be taken as stated in these terms and conditions and no compensation will be payable if the Winner is unable to use the Prize as stated. For the avoidance of doubt, if the Winner is, for whatever reason, unable to travel on a nominated date during this period, whether the failure was due to reasons beyond the Winner's control or otherwise, then the Winner will forfeit the Prize.

### **Winning the Prize**

- The Winner must be available for the preparation of all publicity that may be required by the Promoter.
- The Winner accepts the Prize entirely at his/her own risk and indemnifies the Promoter in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the Prize.
- The Promoter makes no representation as to safety, conditions and other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the New Zealand Ministry of Foreign Affairs and Trade.

- All travel (including the flights and accommodation) is subject to the terms, conditions and restrictions of the Prize service providers.
- The Winner and each Companion must sign a legal release, in a form acceptable to the Promoter in its absolute discretion, if requested by the Promoter.

### **Liability**

- The Promoter and its associated agencies and companies, including the Promotional Partner, shall not be liable in anyway (including, without limitation, in negligence) for any loss or damage whatsoever suffered (including, without limitation, indirect or consequential loss) or for any loss or damage or personal injury suffered or sustained in connection with the Promotion except any liability that cannot be excluded by law.
- Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the Participant or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- If for any reason this Promotion is not capable of running as planned (whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion), the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant Regulatory Authority), to cancel, terminate, modify or suspend the Promotion.
- The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
- Any Participant who, in the opinion of the Promoter, tampers or interferes with the entry or draw mechanism in any way, including 'robot entries', or engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
- The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Each Participant completely releases Facebook from any and all liability.
- By agreeing yes to receive promotional information on the entry form, Participants in the Promotion permit the Promoter and the Promotional Partner to enter their personal information into a database for the purpose of contacting them directly about any of the Promoter's publications or Promotional Partner's special offers, samples and other promotions. This personal information will be held in accordance with the Privacy Act 1993 and Participants will have the right to access and correct any personal information.