

TERMS AND CONDITIONS

1. DEFINITIONS

As used in the following notice and conditions:

"Air NZ" means Air New Zealand Ltd including its Air New Zealand Link carriers: Air Nelson Ltd, Mount Cook Airline Ltd and Eagle Airways Ltd and "carrier" has a corresponding meaning;

"baggage" means your articles, effects and other personal property accompanying you on your journey. Unless otherwise specified, it includes both your checked and unchecked baggage;

"the Montreal Convention" means the Convention for the Unification of Certain rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999;

"ticket" means the Itinerary & Receipt issued by or on behalf of Air NZ, the electronic flight coupons or other value documents in electronic form held in Air NZ's database and, if applicable, a document permitting you to board the aircraft for carriage;

"the Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12 October 1929, or that Convention as amended at The Hague, 28 September 1955, whichever may be applicable;

"you" means the passenger/s named on the Itinerary & Receipt and "your" has a corresponding meaning

2. PASSENGER LIABILITY NOTICES

2.1 International Notice - Limits of Liability

If your journey has a destination or stop in a country other than the one from which you depart, the Warsaw Convention (or that Convention as amended) or Montreal Convention may apply. The applicable Convention governs and in most cases limits the liability of airlines for injury or death or loss of or damage to baggage. Many airlines including Air NZ have waived the limits in respect of recoverable compensatory damages for injury or death either in whole or in part.

If the Warsaw Convention applies to your carriage, carrier's liability for loss, delay or damage to baggage is limited to 17 Special Drawing Rights (approximately NZ\$40) per kilo for checked baggage and 332 Special Drawing Rights (approximately NZ\$770) per passenger for unchecked baggage.

If the Montreal Convention applies, the applicable limits of liability for your journey on a flight operated by Air NZ are as follows:

1. There are no financial limits for death or bodily injury and the air carrier may make an advance payment to meet immediate economic needs of the person entitled to claim compensation;
2. In the case of destruction, loss of, or damage or delay to baggage, 1,000 Special Drawing Rights (approximately NZ\$2330) and, if the value of your baggage is greater than this limit, you should inform the carrier at check-in or ensure that it is fully insured prior to travel;
3. In the case of delay to your journey, 4,150 Special Drawing Rights (approximately NZ\$9,670).

This notice conforms to the requirements of European Community Regulation (EC) No. 889/2002.

If your journey also involves carriage by other airlines, you should contact them for information on their limits of liability.

Air NZ's Conditions of Carriage specifying its liability are available from its offices or on its website at www.airnewzealand.co.nz.

2.2 Domestic Notice - Limitation of Liability

Carriage wholly within New Zealand, which is not international carriage as defined by the Warsaw Convention or Montreal Convention as applicable (the "Conventions"), is subject to the provisions of Part 9B of the Civil Aviation Act 1990 and the Carriage of Goods Act 1979. The liability of the carrier for carriage wholly within New Zealand:

- for delay shall be as set out in Part 9B of the Civil Aviation Act 1990.
- for damages for personal injury or death of a passenger may be excluded in accordance with the Injury Prevention, Rehabilitation and Compensation Act 2001 and/or any successors to that Act.
- for the loss or damage to checked baggage, is limited to NZ\$1,500 for each unit of baggage lost or damaged, except where baggage is carried at declared value.
- will exclude any direct or consequential losses or damages in relation to your baggage or articles that are not checked baggage, subject to any rights you may have under the Consumer Guarantees Act 1993. To the extent permitted by law, if you are, or hold yourself out as, acquiring this carriage or other services from the carrier for the purposes of a business, then the provisions of the Consumer Guarantees Act 1993 will not apply to such carriage or those services.

3 CONDITIONS OF CONTRACT

3.1 Carriage hereunder is subject to the provisions of the Warsaw Convention or Montreal Convention as applicable unless such carriage is not "international carriage" as defined by those Conventions.

3.2 To the extent not in conflict with the Conventions, your carriage and other services performed by Air NZ are subject to:

- (i) conditions endorsed on the Itinerary & Receipt/Boarding Pass/E-Ticket wallet;
- (ii) these Conditions of Contract;
- (iii) applicable laws and international conventions;
- (iv) Air NZ's Conditions of Carriage and any applicable tariffs filed with governments;
- (v) Air NZ's oral or written directions.

In the event of any inconsistency between these Conditions of Contract and the Conditions of Carriage, the Conditions of Carriage shall prevail.

3.3 Air NZ may refuse carriage if you are unable to provide positive identification (eg passport, current drivers license), do not possess valid travel documents or acquired any part of the ticket in violation of Air NZ's Conditions of Carriage and related regulations or applicable laws, or if you are under the influence of drugs or alcohol, or it is necessary for the safety or comfort of other passengers or for the protection of property.

3.4 You are required to comply with government travel requirements and present valid exit, entry and other required documentation. Air NZ is not liable for any damages or other consequences suffered by you if you fail to present required travel documentation. If you are denied entry into any country, you will be required to pay the cost of your transportation from that country. If the carrier is required to pay any fine or penalty or to incur any expenditure by reason of you being denied entry into any country or your failure to comply with laws, regulations, orders, demands or other travel requirements of any country or to produce the required documents, you shall reimburse the carrier on demand, any amount so paid or expenditure so incurred. Air NZ may cancel your reservations if you fail to arrive in time at Air NZ's check-in location early enough to complete departure procedures or later than any minimum check-in time indicated by Air NZ.

3.5 Your contract of carriage, including any exclusion or limitation of liability of Air NZ, shall apply to and be of benefit to the agents, employees and representatives of Air NZ and any carrier whose aircraft is used by Air NZ for carriage and its agents, employees and representatives.

3.6 If your checked baggage is lost or damaged (or part thereof) during international carriage you must notify the carrier in writing within 7 days from when you should have received the checked baggage and in the case of delay within 21 days of delivery. In respect of damage, loss or destruction of carry-on baggage you must notify the carrier in writing within 7 days from the date when the carriage ended. If your checked baggage is lost or destroyed during domestic carriage you must notify the carrier in writing within 30 days from when you should have received the checked baggage. In respect of damage, loss or destruction of carry-on baggage you must notify the carrier in writing within 7 days from the date when the carriage ended.

3.7 Your contract of carriage to which the ticket relates is good for carriage for one year from date of issue except as otherwise stated on the Itinerary & Receipt.

3.8 Air NZ undertakes to use its best efforts to carry you and your baggage with reasonable dispatch in accordance with the itinerary hereon but does not guarantee to do so. Air NZ may without notice substitute alternative carriers or aircraft and may alter or omit stopping places shown on the ticket in case of necessity.

3.9 No agent, servant or representative of Air NZ has authority to alter, modify or waive any provision of these notices and conditions or Air NZ's Conditions of Carriage.

3.10 If you acquire or hold out as acquiring carriage or other services to which these conditions apply for the purposes of a business, the provisions of the Consumer Guarantees Act 1994 (NZ) shall not apply to the provision of that carriage or those services.

3.11 Smoking is not permitted on any of Air NZ's aircraft.

3.12 Air NZ, government or airport officers may require you to submit to clothing and body searches, require you to submit your baggage to searches or inspections, and search or inspect your baggage with or without you.

4. GOVERNMENT IMPOSED TAXES AND FEES

Taxes and fees that are imposed by government authorities on the air carriage specified in this Itinerary & Receipt are either included in the fare or shown separately under 'Tax' or 'GST' on the Itinerary & Receipt. You will be required to pay any such taxes or fees not already collected.

TERMS AND CONDITIONS(cont.)

5. BAGGAGE RESTRICTIONS

5.1 Unacceptable Items

Air NZ advises that the following items may not be included in your baggage and that it accepts no liability for their damage or loss unless the items are identified to it and it has in writing accepted them for carriage:

- . Cash, negotiable bonds, deeds or other valuable documents;
- . Jewellery, antiques or similar valuable items;
- . Any item of a fragile or brittle nature e.g. glassware;
- . Electrical or electronic components e.g. computers;
- . Any item that has insufficient packaging to withstand the normal circumstances and effects of carriage by air.

5.2 Carry-on Baggage Allowances

For the safety and comfort in-flight of all passengers, the amount of baggage that you may take into the aircraft cabin (except infants +) is limited to:

- Domestic Services: 1 bag with a maximum combined dimension (length and width and height) of 115cm on jet services and 105cm on Link services, with a maximum weight of 7kg.
- Travel to/from/through the USA: All Classes: 1 bag with a maximum combined dimension (length and width and height) of 115cm. Maximum weight of 7 kg.
- All other international journeys: Economy and Premium Economy - 1 bag with a maximum combined dimension (length and width and height) of 115cm. Maximum weight of 7kg. Business Class - 2 bags with a maximum combined dimension (length and width and height) of 115cm each. Maximum weight of 7kg per piece.
- All Classes

In addition to your applicable allowance, you may also take on board: A small handbag or purse; an umbrella or walking stick; a small camera or pair of binoculars; a reasonable amount of reading matter for the flight; an overcoat or wrap; infant's food for consumption in flight.

+Infants - under 2 years of age.

5.3 Checked Baggage Allowances

Passengers are allowed the following baggage. Any piece of baggage that weighs in excess of 32kg will not be accepted for carriage.

- Domestic Services: 20kg maximum weight with a maximum combined dimension (length and width and height) of 158cm.
- Travel to or from the USA, US Territories, Canada and Tahiti, or between New Zealand and the UK via North America: All classes - 2 pieces of baggage per person with a maximum combined dimension (length and width and height) of 158cm per piece. Economy and Premium Economy - each piece cannot exceed 23kg in weight. Business class - each piece cannot exceed 32kg in weight.
- All other international journeys: Each piece should not exceed a maximum combined dimension (length and width and height) of 158cm. Economy and Premium Economy - 20kg maximum weight. Business Class - 30kg maximum weight.
- If part of the itinerary involves travel under the piece system, then the piece system will apply to the whole journey. This includes Star Alliance Round-the-World fares.

5.4 Dangerous Goods Prohibited

For safety reasons, articles such as the following must not be carried in your baggage:

- . Compressed Gases (Deeply Refrigerated, Flammable, Non-flammable and Poisonous);
- . Corrosive materials (such as alkalis, acids, wet cell batteries, mercury);
- . Explosives (Fireworks and articles which are easily ignited);
- . Firearms and Ammunition (except hunter and sporting items which may only be carried as checked baggage in accordance with Carrier's Regulations. Please ask Air NZ for details);
- . Flammable liquids and solids (such as matches, lighters and heater fuels, flammable aerosols);
- . Magnetised materials;
- . Oxidising substances;
- . Poisonous, toxic, infectious substances;
- . Radioactive materials;
- . Chemical oxygen generators;
- . Security attache cases (if fitted with alarm or pyrotechnic material);
- . Other dangerous goods (such as offensive or noxious materials and a wide range of items in IATA Dangerous Goods Regulations).

5.5 Security Items

WARNING - Sharp objects or cutting implements (such as knives, box cutters, letter openers, scissors, tradesman's tools, screwdrivers) or club like objects (such as baseball bats, pool cues, golf clubs, ski poles, ice picks, hammers) cannot be taken into any aircraft cabin. Screening authorities will remove any such items and they will not be able to return them to customers. Further information is available at www.airnewzealand.co.nz

5.6 Stowage limitations apply on some of Air New Zealand's domestic Link services and baggage may at times need to be transported on a different flight to the passenger.

5.7 Domestic travel is defined as travel not combined with any international flights.

International travel is defined as travel between two or more countries including any flights within those countries when combined with international travel. For international travel, a passenger using Air New Zealand's Domestic and Link connecting services is entitled to the applicable international baggage allowance. Additional baggage may be carried at a fixed baggage rate per piece. An excess fee or handling charge will be collected for each piece of baggage over the designated free baggage allowance and for each piece that is oversize or overweight.

6. RESERVATIONS NOT GUARANTEED

While Air NZ endeavours to accommodate all passengers with confirmed reservations, no guarantee of a seat on a particular flight is indicated by the terms "reservation", "booking", "OK" or "Confirmed" status. Passengers with confirmed reservations on certain Air NZ international services who are denied carriage by reason of non-availability of seats may be eligible for compensation. Details of applicable compensation may be obtained at check-in.

7. AIR NEW ZEALAND AIRPOINTS, AND AIRLINE PARTNER FREQUENT FLYER PROGRAMMES

Terms and Conditions

A member cannot earn Airpoints Dollars or airline partner frequent flyer credits for travel in booking classes P,L,G,S,K,I,X,N and R on Air New Zealand (which include Smart Saver Fares), however P,L,G,S and K booking classes will be recognised in relation to the exemption of the annual account fee. Any booking classes not covered in the above list, that have been purchased using Airpoints Dollars, will not be eligible to earn Airpoints Dollars. In the event of any inconsistency between the Terms and Conditions of the Airpoints Programme and the applicable published fare rules of any Airpoints redemption ticket, the Terms and Conditions of the Airpoints Programme will prevail.

[As per the fare rules noted above.] If a fare is able to be upgraded, the price difference in fare from the original fare to the new fare must be paid in cash and not Airpoints Dollars.

For itineraries involving award travel on Partner Airlines the following change rules apply:

You can make changes to an itinerary before departure for a fee of NZ\$50.00 (or local equivalent), AU\$50.00 (for Australian members only) or 50 Airpoints Dollars per change, per person. You can't make any changes once travel has commenced.

For a full list of the latest Airpoints Programme Terms and Conditions visit airnewzealand.com