

Competition Prize Terms

- 1. The trip to Brazil is awarded as a prize as part of a competition run by Starrett (NZ) Limited ("the Promoter"), in partnership with Go Travelling Limited (trading as On The Go Tours) ("the Tour Operator").
- 2. The Promoter is not responsible for the delivery of the travel services, nor for any acts or omissions by the Tour Operator, its employees, or third-party suppliers.
- 3. All entrants into the prize draw ("Prize Winner") must agree to the Booking Conditions of the Tour Operator (below, with highlighted sections inserted for your notice) as a condition of entering into the promotion, accepting the prize and undertaking the trip. The Promoter accepts no liability for cancellation, changes, injury, loss, or damages arising from participation in the trip, which is governed solely by the Tour Operator's terms.
- 4. The Prize Winner must travel at the times determined by the Promoter.
- 5. The prize is non-transferable, cannot be exchanged for cash or credit, and is subject to availability and specific travel dates.
- 6. If the winner is unable to travel for any reason, including medical ineligibility or failure to meet the Tour Operator's fitness or age requirements, the prize will be forfeited without compensation.

Competition Prize Draw

- 1. Prize Draw Competition closes at 11.59pm 30th September 2025.
- 2. Prize drawn on 2nd October 2025.
- 3. The prize winner will be contacted via contact details provided at entry and announced via the Starrett NZ social media pages and website once the winner has been verified and contacted.
- 4. If the winner cannot be contacted within five days, at Starrett NZ Limited option the winner will forfeit the prize with no right of compensation and the prize will be redrawn.
- 5. By claiming the Prize the winner agrees for their name/city and photos/videos to be used on Starrett NZ Limited social media, websites, catalogues, advertising, packaging and digital platforms and the prize winner will make themselves available for photo opportunities.

Go Travelling Limited Booking Conditions

These Booking Conditions, together with The Tour Operator's <u>Privacy Policy</u>, together with any other written information brought to your attention, form part of the Promoter's terms. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. For the sake of clarity "you" "your" "he/she" and "Customer" refer to the Prize Winner. Go Travelling Limited trading as On The Go Tours, Registered Office: 4th Floor, Office 19, 3 Shortlands, Hammersmith, London W6 8DA, Company No: 03890079 ("we", "us", "our").

By making a booking, the first named person on the booking ("Lead Name") agrees on behalf of themselves and all persons detailed on the booking that:

a. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;

- he/she consents to our use of personal data in accordance with our <u>Privacy Policy</u> and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she has read and reviewed in full the Trip Notes & Tailor-made Itinerary and is satisfied that the information contained therein is suitable for all members of the traveling party with regards to fitness and any medical needs. Please refer to our <u>Tour</u> <u>Suitability Form</u>.

1. Jurisdiction and Supplier Conditions

- **1.1.** These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between The Tour Operator out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.
- **1.2.** All participants in tours operated by The Tour Operator are expected to obey the laws and regulations of the countries visited and any failure to do so may relieve us of all obligations that we may otherwise have to you.
- **1.3.** Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions.
- 1.4. The specific itinerary, inclusions and additional information related to a holiday is detailed in the tour Trip Notes. The trip notes are the singular document that accounts for what will be provided on the holiday. If you participate in an activity not specifically detailed as included (or where you sign a waiver to negate an inclusion, i.e. for boating trips in Latin America or other) in the tour/ holiday operated by us, you (i) accept all responsibility for taking part in such an activity and (ii) accept that no further services will be provided by us, with the exception of inclusion waiver activities.

2. Acknowledgement of Risk and Behaviour

- **2.1.** The tours operated or supplied by The Tour Operator have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of potential risk and exposure to potential hazards over and above those associated with normal 'package' holidays.
- **2.2.** Our holidays are adventurous by nature and require some level of active participation. You accept that the holiday may include travel to remote areas, within developing countries, where events are less predictable than is usually the case in, for example, Western Europe or North America. Many of the places visited do not have the same quality of emergency health and safety services you may be used to. This unpredictability means that the itineraries should be seen as statements of intent, rather than as contractual obligations. A variety of factors, including weather, transport difficulties and political instability, might require changes in any itinerary. Only rarely will such changes be significant, and every reasonable effort will be made to minimise the effects of the enforced changes.
- **2.3.** You agree to accept the authority and decisions of The Tour Operator's employees, tour leaders, and agents whilst on tour. Customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in the opinion of any of The Tour Operator employees or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause damage, distress, danger or annoyance to any other customers or any third party, we reserve the right to terminate your booking immediately. In the event of such termination our liability to you and/or your party will

cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made, and we will not pay any expenses or costs incurred as a result of termination under these circumstances. You and/or your party may also be required to pay for loss and/or damage caused by your actions, and we will hold you and each member of your party jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

- **2.4.** We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.
- **2.5.** All bookings are accepted on the understanding that you appreciate such risks and hazards and that you undertake all tours at your own volition. No liability can be accepted for the results of changes or delays, irrespective of how they are caused.
- **2.6.** Local laws relating to the wearing of seatbelt may be non-existent or not enforced in some countries and therefore local people largely choose not to wear them. For this reason, local service providers may or may not have seatbelts in vehicles or they may be hidden between seats or underneath protective seat covers. Customers acknowledge that seatbelts may not be available and therefore travel at their own risk. It is expected that where seatbelts are available customers must use them and remain seated at all times while the vehicle is moving.
- **2.7.** Travel insurers may not cover specific activities within their standard insurance policies. It is your responsibility to check your insurer policy inclusions and you accept full responsibility for obtaining fully comprehensive travel insurance for all activities as outlined within our documentation or for any service you may arrange locally whilst on holiday with us.
- **2.8.** We use information from the Foreign Commonwealth and Development Office (FCDO) and reports from our own contacts in assessing whether the itinerary should operate. However, it is also your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks, and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.
- **2.9.** Where the booking has been made as part of a competition prize, the Prize Winner accepts all risks and participation is voluntary. Neither The Promoter or The Tour Operator responsible for any loss, damage, or personal injury suffered as a result of participation.

3. Accuracy and Pricing

- 3.1. The total cost of the tour is covered by the Promoter only to the extent described in the prize notification and as outlined on the Tour Operator's website: (Buenos Aires, Iguazu & Rio private tour | On The Go Tours (From NZ) (which may be subject to change from time to time).
- **3.2.** Additional costs (such as upgrades, tips, local payments, personal expenses) are the responsibility of the Prize Winner.

4. Booking and Paying for your Arrangements

- **4.1.** All deposit and payment to The Tour Operator is paid by The Promoter for the standard tour package. Additional costs, optional activities, and any upgrades must be paid by the Prize Winner directly.
- **4.2.** The Tour Operator's trips are **guaranteed for departure** once the minimum participant numbers for the respective tour have been met. The minimum group size is specifically stated on the trip page of our website, and subject to reasonable itinerary

changes as described in these Booking Conditions. If the minimum group size is not met within 60 days of travel, options will be presented in accordance with clause 13 below; "If We Change or Cancel your Package Booking".

- **4.3.** At the time of booking, we strongly recommend you obtain travel insurance to cover against unforeseen events.
- **4.4.** For many of the tours sightseeing entrance fees, group tip kitty and local payments are obligatory, payable upon commencement of your tour. All prices listed are per person and details of these costs are noted in the Excluded Section of the tour itinerary/trip notes.

4.5. Travel Credits

- **4.6. Lifetime Credits** are not available to bookings made under a promotional competition or prize. Cancellations by Prize Winners forfeit the booking with no credit or refund available.
- **4.7. Future Travel Credits** Future travel credits do not apply to prize bookings unless otherwise specified.

5. Special Requests

The Promoter cannot guarantee that any special requests will be able to be fulfilled by the Tour Operator e.g. diet, room type etc.

6. Age, Fitness and Medical Conditions

- **6.1.** We want to ensure that you and all persons in your booking party enjoy their holiday to the fullest. It is in the interests of all members of the group that everyone is capable of fully participating in the activities of the tour. We ask that you carefully consider whether you are physically and mentally able to complete the itinerary chosen, recognising that on many trips you will be required to carry your own bags, make use of public transport, walk at a moderate pace, and be able to look after yourself without your guide's supervision both in scheduled free time and during included activities and meals.
- **6.2.** To help ascertain if a tour itinerary is suitable, persons indicated below are often required to complete a <u>Tour Suitability Form</u> prior to commencing the trip
- **6.3.** Some tour ranges are operated by our trusted local tour partners, who have their own stipulations for participants. You will be notified at the time of booking if these differ from the below.

6.3.1. Persons with pre-existing medical conditions:

Any person who requires regular care by a doctor or any person with medical or other circumstances we should be aware of. If you feel you need to provide us with additional details, please attach additional pages. Once we have received your completed form, we may request further information or confirmation from your doctor that you are capable of the requirements of the tour/ holiday.

6.3.2. Persons aged 70 or over by the tour start date:

Once we have received your completed form, we may request further information or confirmation from your doctor that you are capable of the requirements of the tour/ holiday.

6.3.3. Persons aged 75 or over by the tour start date:

- **6.3.3.1.** It is a requirement that a signed doctor's letter be provided with your completed form to confirm that you are able to undertake your chosen tour.
- 6.3.3.2. The Tour Operator may need to discuss the itinerary and your fitness and health with you prior to travelling or require you to produce a doctor's certificate certifying that you are fit to participate. However, you are also responsible for assessing whether a Tour/Tailored arrangement are suitable for you. We will not and do not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the itinerary based on your own unique circumstances, limitations, fitness level and medical requirements.

- **6.3.4.** If in the opinion of our team or The Tour Operator, the health or conduct of a traveller before or after the departure appears likely to endanger the safe, comfortable, or happy progress of the tour, the traveller may be excluded from all or part of the tour, in which case all monies paid will be forfeited and we will not be liable to pay any compensation whatsoever to that traveller. To ensure that this is never necessary, please make sure that you have understood the level of fitness and ability required to complete the tour on which you are booking. It is your responsibility to let us know if you have any concerns related to this subject. If you have any medical condition or disability which may affect your trip arrangements in any way, you must provide us with full details at the time of acceptance of the prize.
- **6.3.5.** You must make arrangements for the provision of any medication or other treatment required during the holiday. Some countries impose restrictions on certain types of medications and may also limit the amount of medication which may be brought through customs, so we recommend that this is checked prior to travel.
- **6.3.6.** Although no upper-age limit applies on our tours, no unaccompanied minors (i.e. those under 18 years of age) can be accepted as a part of the prize conditions.
- **6.3.7.** If the tour includes sailing other or excursion or transfer by boat of any sort you must make it known at the time of booking if you or any member of your party is unable to swim. This will not prevent that person from participating in the tour but will enable us to take additional precautions for that person's safety at such times as may be appropriate.

7. Passport, Visa and Immigration Formalities

- **7.1.** It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. The Tour Operator will provide general information about this as it will differ from traveller to traveller. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change, please ensure your information is up to date.
- **7.2.** We accept no responsibility for the Prize Winner's failure to meet passport, visa, or vaccination requirements. If the Prize Winner is unable to travel due to these non-fulfilment of these requirements, the prize will be forfeited without refund.
- **7.3.** Up to date travel advice can be obtained from the Foreign Commonwealth and Development Office (FCDO), visit <u>https://www.gov.uk/travelaware.</u>and https://www.safetravel.govt.nz/
- **7.4.** You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from a Foreign Office to avoid or leave a particular country may constitute Force Majeure.
- **7.5.** Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. Upon entry, some Countries may also ask to see a copy of your full itinerary, flight tickets, and travel insurance. Additionally, proof of sufficient funds for the entire journey can be requested.
- **7.6.** You will be solely responsible for any cost, loss, or damage which you incur as a result of a failure to obtain all necessary passports, visas and/or vaccinations other than what is offered as part of the prize. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities (including vaccinations). You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.
- **7.7.** In some countries, departure taxes for flights, visas and hotels, must be paid locally and these are payable to the Government of the country departed. We do not offer a

refund for these taxes, and they will not be listed on any documentation received from us.

7.8. A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Where we collect this data, we will treat it in accordance with our privacy policy.

8. Insurance

- **8.1.** You MUST take out adequate and suitable travel insurance in order to take part in a tour organised by us and this is a condition of your contract with us. You are wholly responsible for arranging your own insurance. We reserve the right to request a copy of your insurance policy and/or a receipt showing payment of the premium, although we will not check this policy for suitability, and it will remain your responsibility at all times to ensure that you're adequately insured.
- **8.2.** You should ensure that there are no exclusion clauses limiting protection for the type of activities you will be undertaking during your tour. You should also ensure that your insurance policy will cover you for any independent arrangements, excursions or other activities that you may book to take part in during your holiday and which do not form part of the prize. You should satisfy yourself that any travel insurance arranged is what you require and should arrange supplementary insurance if needed. It will remain your responsibility at all times to ensure that you're adequately insured both prior to and during your holiday. We recommend you take out insurance as soon as the prize draw is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you. A suitable insurance policy should also provide adequate cover for medical expenses arising through illness or accident prior to or during the holiday and loss of holiday monies through cancellation and curtailment of the holiday for insurable reasons. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions.
- **8.3.** We reserve the right to cancel the booking, without any liability for refunds, of any customer who cannot satisfy us that they have purchased suitable travel insurance in accordance with this clause. Furthermore, if you choose to travel with inadequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.
- **8.4.** For prize bookings, if the you cancel, no compensation, credit, or refund will be provided. If the Tour Operator cancels the trip, the Promoter has no obligation to offer an alternative or compensate you.

9. If You Change or Cancel Your Package Booking

9.1. Changes:

- **9.1.1.** Any changes to a confirmed Package Booking of the nominated prize (for example, hotel, passenger names but NOT departure dates) must be requested in writing by the prize winner. In making a change, any increase in tour price and/or applicable fees at time of rebooking will be passed to the traveller, who may also incur an administration fee of \$100.00 (NZ) per change.
- **9.1.2.** A change of departure date must be requested in writing and must be accompanied by an administration fee, unless the request is made within the standard cancellation period of your booking, in which case this will be treated as a cancellation of your booking and the cancellation fees will be applied as detailed below.
- **9.1.3.** The prize is non-refundable in all circumstances. Whilst every reasonable effort will be made to accommodate changes and additional requests, we cannot guarantee that we will be able to meet your requested change. Where we are

unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you.

- **9.1.4.** If you or any member of your party is prevented from travelling on their Package holiday, that person may transfer their place to someone else, subject to the following conditions:
 - **9.1.4.1.** that person is introduced by you and satisfies all the conditions applicable to the holiday;
 - **9.1.4.2.** you pay any outstanding balance payment, as you and the transferee remain jointly and severally liable for payment of all sums; and
 - **9.1.4.3.** the transferee agrees to these booking conditions and all other terms of the contract between us.
- **9.1.5.** If you are unable to find a replacement-no refunds will be given for passengers not travelling or for unused services.

9.2. Please Note:

- **9.2.1.** We do not provide the option to deviate from the arrangements which form part of the prize tour, except where free time is listed. If you do make independent travel arrangements during a group tour, the remainder of your tour and any other services forming part of your prize with us can be forfeited. Our liability to you and/or your party will cease at this point in time, with no recourse for refund or compensation.
- **9.2.2.** Certain arrangements (such as flight and/or train tickets) may not be amended or transferred after they have been confirmed

9.3. Cancellations:

11.4 Prize bookings are not eligible for changes. Any request to change a prize booking will be treated as a cancellation and the prize may be forfeited. If the Prize Winner cancels their participation in the trip for any reason, no alternative or refund will be provided by the Promoter or Tour Operator.

10. Delays, Missed Arrangements and Curtailment

- **10.1.** If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us, the airline, and your insurer or other transport supplier concerned immediately.
- **10.2.** A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.
- **10.3.** If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of the travel services provided, we will not offer you any refund for that part of your tour not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment. It is your responsibility to contact your insurer at this time for their instruction and to obtain any receipts locally that are required for your claim.
- **10.4.** The Promoter will not reimburse any costs incurred due to missed transport or early return from the trip. All claims must be made via the Prize Winner's travel insurance, which they are to arrange at their own expense.

11. If We Change or Cancel your Package Booking

- **11.1.** The Tour Operator may need to make changes or alter your booking and we reserve the right to do so at any time.
- **11.2.** The Tour Operator will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure, low numbers
- 11.3. If we have to make a significant change or cancel, we will tell you as soon as possible and at least one of the following options will be made available to you:
 11.3.1. accepting the changed arrangements; or

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- **11.3.2.** accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- **11.3.3.** accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.
- 11.3.4. In the event of cancellation by the Tour Operator, the Promoter is under no obligation to offer an alternative prize or compensation to the Prize Winner.
- **11.4. IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:
 - **11.4.1.** where we make an insignificant change;
 - 11.4.2. where you accept an offer of alternative travel arrangements;
 - **11.4.3.** where we are forced to cancel or change your arrangements due to Force Majeure
- **11.5.** In the event of unavoidable and extraordinary circumstances resulting in a change to your stay (or where the Tour Operator becomes unable to provide a significant portion of the booked arrangements after your journey has commenced), alternative arrangements can occasionally be made by re-purposing the monies paid to us.
- **11.6.** In the event of unforeseen circumstances or extensions to your stay, direct assistance can be offered by the Tour Operator until the date of completion of your original travel arrangements as part of the prize. Any additional expenses incurred during this time, or relief required after this time would need to be addressed with your personal travel insurance provider.
- **11.7.** For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health (such as the outbreak of serious disease at the travel destination) or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point. Decisive action will be taken by us in such cases, when travel advice is changed or updated by the Foreign Commonwealth and Development Office (FCDO).

12. Force Majeure

- **12.1.** For the purposes of the Prize Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) control. Check with your travel insurance provider as you may be able to reclaim these costs.
- **12.2.** If Force Majeure prevents the trip from occurring, the prize may be cancelled without substitution, and the Promoter bears no further liability.

13. Assistance and Complaints

- **13.1.** We make every effort to ensure that your tour arrangements run smoothly but if you do have any problems during your holiday, please inform your tour guide/leader/hotel manager immediately. Any issues regarding the delivery of the prize trip must be directed to the Tour Operator. The Promoter will not be involved in or liable for the resolution of travel-related complaints.
- **13.2.** If, whilst you are on holiday, you find yourself in difficulty for any reason, the Tour Operator will offer you such prompt assistance as is appropriate in the circumstances. In particular, will provide you with appropriate information on health

services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by the Tour Operator, their employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation, and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances.

- **13.3.** If, the tour guide/leader is unavailable, please contact the Tour Operator's local team (24hr contact details are listed on your Voucher). If the matter is still unresolved, please contact your booking consultant or The Tour Operator's office, (note there may be a delayed reply based on time zones).
- **13.4.** If you wish to complain after completion of your holiday regarding matters solely related to the Tour Operator, you must send formal written notice of your complaint to the Tour Operator's Customer Care Team, in your own words, within 30 days of the end date of the tour and provide in the letter your booking reference, tour name and start date and all other relevant information to your grievance. Please keep your letter concise and to the point. The Tour Operator will reply to your grievance within 28 days of its receipt.
- **13.5.** Please note that privacy laws exclude us from commenting on any members not within your own booking party.
- **13.6.** Failure to inform your guide or local team at the time, or follow the procedure set out above will affect your rights under this contract.
- **13.7.** By agreeing to take part in this promotion with the Promoter, you accept that you shall have no claim against the Promoter for whatever reason in relation to the promotion.
- **13.8.** Complaints about the competition process (e.g. winner selection, eligibility) must be made directly to the Promoter within 30 days of the prize being awarded.