

Scenic Hotel Group has conducted a review of this programme and will close Return Rewards effective 9 June 2018.

Return Rewards Members will be notified via email on 10 May 2018 of the programme closure. Existing points balances can be redeemed as per the existing terms and conditions up until 5pm Friday 8 June 2018. Any remaining points will be converted to the equivalent Scenic Hotel Vouchers. Please refer to the FAQs on <https://www.scenichotelgroup.co.nz/about-us/why-book-with-us/return-rewards-programme> for more information on the Return Rewards programme closure.

## Terms and Conditions

The following Terms and Conditions apply to the Scenic Hotel Group's Return Rewards Programme. The definitions of the terms used can be found in clause 13.

### 1. Programme

1.1 The Scenic Hotel Group's Return Rewards Programme commenced on 1<sup>st</sup> March 2005 and, subject to the provisions of these Terms and Conditions will be reviewed annually on the 31<sup>st</sup> January.

1.2 Notwithstanding the provisions of clause 1.1, Scenic Hotel Group reserves the right to cancel the Programme at any time without notice and without giving a reason for doing so. We will not provide any consideration or compensation for Return Reward Points you may have been entitled to but have not redeemed at the time of termination.

### 2. Membership

2.1 Initially, membership of the Programme will be available to any individual travellers who satisfy our membership criteria as reviewed and amended from time to time. We reserve the right to offer membership to other guests or types of guests who stay at Scenic Hotels or Heartland Hotels at any time at our discretion.

2.1.2 To become a Member of the Programme, a Membership Application form must be completed. If the Membership Application form is completed on-line, a tick in the signature box confirms that the person applying for membership has read and understood the Terms and Conditions and agrees to be bound by the Terms and Conditions, which may apply from time to time.

2.2 Currently there is no application fee payable by persons who wish to become members nor is there an annual membership fee. Scenic Hotel Group reserves the right to review this clause at any time at its own discretion.

2.3 We reserve the right to review whether a membership fee will be payable on joining and/or whether an annual membership fee will be charged to existing Members. If annual Membership fees are imposed, then existing Members who wish to remain Members will be required to pay the appropriate annual membership fee as from the date the fee is imposed.

2.4 Membership will only be available to persons who are 18 years of age or older. Persons applying for membership must complete our application form and any other documentation we require. We will advise applicants whether they have been accepted for membership and there will be no obligation on us to accept anyone as a Member of the Programme.

Membership will be offered to overseas travellers under the following terms:

- (a) You will be responsible to meet any and all obligations under the statutes/laws of your home country.
- (b) You will be responsible for any and all expenses and liability in relation to your membership in the programme.
- (c) Scenic Hotel Group will only ship redemption goods to a New Zealand address.

2.5 Membership will only be available to persons who meet all our criteria as reviewed and amended from time to time. Without limiting the foregoing, a person's membership may be cancelled immediately by us if a person's behaviour is considered unacceptable by the manager of any Hotel or we (in our sole discretion) consider that a particular person should no longer be a member. In such cases, the Return Rewards Administrator will have the authority to cancel the person's membership, effective immediately. Any cancellation of membership shall result in

an immediate loss of all Points and all other entitlements and benefits associated with membership of the Programme and no consideration or compensation will be payable to that member in any circumstances.

2.6 Membership of the Programme will commence from the date on which we advise you that we have accepted your application for membership. You will not be entitled to any Return Rewards Points for any goods or services we may have provided to you prior to that date.

2.7 Any Return Rewards Points you may accumulate and any other benefits related to the Programme are not your property. Any Points you may accumulate will not be transferable on your death, separation of any relationship, and dissolution of any relationship or otherwise. Your membership will terminate on your death and any Points, which may have been accumulated but have not been redeemed at the time of your death, will be cancelled and no consideration or compensation will be paid. In the event of you being involved in any relationship separation, dissolution of a relationship or dispute then, subject to any relevant laws, we shall have the right to treat the Points as your sole property or to cancel the Points and in either case no consideration or compensation will be payable by us to you or to any other person.

2.8 By participating in the Programme, you acknowledge that you accept the Terms and Conditions of the Programme, including any changes to the terms and conditions of the Programme, which we may make (in our sole and absolute discretion) from time to time. You acknowledge and agree that any changes we make to the Terms and Conditions of the Programme will apply to you from the date any changes are made and appear on our Website.

2.9 A person accepted for membership must provide both a contact address and an email address.

### **3. Return Rewards Points Eligibility**

3.1 After being accepted as a Member of the Programme and subject to you first meeting all our criteria and requirements relating to the Programme, you will be entitled to one (1) Return Rewards Point for every dollar you spend for each night of accommodation and associated food and beverage and other sundries (such as mini bar, laundry, photocopying, and car parking charges), but excluding any cash advances, which appear on your Guest Folio each time you stay at a Scenic Hotel and Heartland Hotel that participate in the Programme. To be entitled to receive Return Rewards Points you must:

- (a) be a Member; and
- (b) the account for the accommodation and other charges must be in your name; and
- (c) the accommodation must have been booked under your name and the Guest Folio in respect of the accommodation must have been opened under your name or such charges must be direct billed back to a company which is not linked back to a Group Folio Account with us; and
- (d) ensure that your Guest Folio is not transferred to a Group Folio; and
- (e) you must stay at a Scenic Hotel or Heartland Hotel for a minimum of one (1) night on each separate occasion; and
- (f) you must comply with the requirements of clause 3.2 of these Terms and Conditions; and (g) you must comply with any other requirements we may have from time to time.

3.2 Where an accommodation booking is made in the names of more than one Member or in the name of a Member and a person(s) who is not a Member in relation to a booking, then the first named Member on the booking and on the Guest Folio and only that first named Member will be eligible to receive Points, if all our other criteria are met.

3.3 Subject to meeting such conditions as we may require, we may (at our sole discretion):

- (a) permit a Member to purchase additional Points.

3.4 Return Reward Points are not redeemable for cash. They are personal to the Member and cannot be assigned or gifted to any other person.

3.5 Return Reward Points will not be available or allocated in respect of the following –

- (a) Meetings or conference accommodation or charges where the charges are placed on a master account and paid by an organisation, convention, association or entity which is linked to a Group Folio Account with us. When attending a meeting or conference you will only be credited with Points for eligible

accommodation charges which you personally pay or which are direct billed back to a company which is not linked to a Group Folio Account with us.

(b) Charges associated with meeting or conference room hire or conference room food and beverage services or other sundries.

(c) Special offers promoted by Scenic Hotel Group.

(d) Accommodation booked at a special reduced discounted staff, travel industry or unit owner rates.

(e) Accommodation provided to persons in the travel industry where they do not pay full room rates and to persons who receive free of charge accommodation.

(f) When a Member is redeeming any Accommodation Reward.

(g) Accommodation and services at any hotel which is not a Scenic Hotel or Heartland Hotel that is participating in the Programme.

(h) Group Folios.

(i) During such period(s) of time as we determine that any shut out applies or we determine that Points cannot be earned.

(j) Any cash withdrawals.

(k) Any business which operates from a participating Scenic Hotel or Heartland Hotel if that business is owned by a third party, including (but not by way of limitation) the restaurant and bar in the Dunedin Casino which is situated in the Southern Cross Hotel, Dunedin, and is owned by Dunedin Casinos Limited, and any gift or other shops in any hotel.

(l) Reservations made via a third party including (but not by the way of limitation) internet websites and tour operators.

3.6 If a Member has not paid any hotel account within 60 days of the date on which payment was due to us, then any Points which have been allocated in respect of that overdue hotel account will be reversed and cancelled. No Points will be allocated later in respect of that overdue account when it is paid.

## 4. Redemption of Return Reward Points

### 4.1 Account Activity and Statements

Your accumulated Points will be updated by us within eight (8) days following the checkout date on your Guest Folio.

4.2 We will inform you about the activity on your Member Account by emailing a statement to you at your last known email address on or about the tenth day of each month.

4.3 If you have not accumulated any Points over a period of twenty four (24) months, your account will be closed without notice and we reserve the right to terminate your membership of the Programme without notice. In such a case, no compensation will be payable to you.

4.4 It will be your responsibility to advise us of any change of personal details, including your contact and email addresses and your phone numbers.

4.5 You should keep all receipts or invoices until the Points appear on your statement as they may be required as proof of purchase. If your Points do not appear on a statement within four (4) weeks you should forward the original documents to the Return Rewards Administrator. All claims for missing or incorrectly allocated Points must be received within the period specified in clause 12.2.

## 5. Your Redemption of Points

5.1 To redeem your Return Rewards Points you must:

(a) have enough Points in your account to redeem the Return Reward you wish to apply for; and

(b) only accounts that are fully paid and where a Member has not had credit cancelled due to slow or late payment will be eligible to redeem Points; and

(c) comply with all our terms and conditions relating to the redemption of Return Reward Points.

## 5.2 Redemption of Points for Accommodation Rewards

5.2.1 A selection of Accommodation Rewards will be offered and we reserve the right to change the selection from time to time. The number of Points required to obtain an Accommodation Reward will be fixed by us from time to time and is subject to change without notice. All bookings for Accommodation Rewards must be made through the Return Rewards facilitator.

5.2.2 Accommodation Rewards are only available at participating Scenic Hotels and Heartland Hotels.

5.2.3 All bookings for Accommodation Rewards must be received by the Return Rewards Administrator and the booking must be confirmed in writing by the Return Rewards Administrator at least 14 days prior to the date of the proposed stay.

5.2.4 All bookings must be made in accordance with our requirements which apply from time to time and be made during the hours of 8.30am – 5pm, Monday to Friday, excluding all public holidays (including the Canterbury Anniversary Day).

5.2.5 Accommodation Rewards are based on a standard room type, single room, share-twin or double basis and a maximum number of two (2) people per room, children under 12 stay free when using existing bedding. Additional charges will apply in other circumstances and you should check the position with the Return Rewards Administrator when you make a booking. You must pay any additional charges.

5.2.6 Any cancellations or changes to your booking may attract a charge and we reserve the right to make such charges. You must pay any such charges.

5.2.7 If you do not check in at the hotel by 6pm (unless a later check-in time has previously been arranged) on the first day of your booked accommodation, we reserve the right to cancel all subsequent nights of accommodation. In such a case, the Points you have redeemed for that accommodation will not be re-credited to your account and no compensation will be payable to you.

5.2.8 You must pay the hotel directly for all food and beverage and all other sundries, including, but not by way of limitation, laundry, mini bar, telephone charges, and parking charges.

5.2.9 We do not guarantee that accommodation may be available at the Scenic Hotel or Heartland Hotel of your choice on the dates you wish to travel. Accommodation will not be guaranteed unless and until the dates have been confirmed in writing by the Return Rewards Administrator.

5.2.10 You will be responsible to meet any charges in respect of any upgrading of accommodation you may request and any additional or interconnecting rooms you may require which are not covered by your booking. You must pay any additional charges.

5.2.11 Accommodation cannot be exchanged for cash or for other goods and services.

5.2.12 Our Website will advise Members of any Scenic Hotels or Heartland Hotels that are not participating in the Programme. Points cannot be earned at non-participating hotels.

5.2.13 Scenic Hotel Group accommodation classifications: Scenic Hotels- Scenic Hotel Bay of Islands, Scenic Hotel Auckland, Scenic Hotel Te Pania, Scenic Hotel Southern Cross, Scenic Hotel Dunedin City, Scenic Hotel Franz Josef Glacier, Scenic Hotel Marlborough. Heartland Hotels- Heartland Hotel Cotswold, Heartland World Heritage Hotel, Heartland Hotel Glacier Country, Heartland Hotel Fox Glacier, Heartland Hotel Croydon, Heartland Hotel Queenstown. Scenic Suites- Scenic Suites Christchurch, Scenic Suites Queenstown, Te Waonui Forest Retreat.

## 5.3 Redemption of Points for Non Accommodation Rewards

5.3.1 A selection of Non Accommodation Rewards will be offered and we reserve the right to change that selection from time to time. The number of Points required to obtain a Non Accommodation Reward will be fixed by us from time to time and is subject to change without notice. The Non Accommodation Rewards are subject to availability and to change without notice.

5.3.2 Non Accommodation Rewards can only be redeemed at the participating Suppliers we nominate from time to time. We reserve the right to change those Suppliers without notice.

5.3.3 While every effort will be made to try to meet your requests for Non Accommodation Rewards, there may be times when your choice may not be available.

5.3.4 Applications for Non Accommodation Rewards must be made to the Return Rewards Administrator between 8.30am – 5pm, Monday to Friday, excluding all public holidays (including the Canterbury Anniversary Day).

5.3.5 You must comply with our requirements relating to the redemption of Non Accommodation Rewards and we reserve the right to change these requirements from time to time.

5.3.6 Where appropriate in relation to the Non Accommodation Reward, you should allow up to 21 days for delivery of the Non Accommodation Reward you have selected from the Supplier. If your Reward has not been received within the specified time, you should contact the Return Rewards Administrator immediately.

5.3.7 Where appropriate in relation to the Non Accommodation Reward, the Non Accommodation Reward you have selected will be at your risk from the time it is dispatched from the premises of the Supplier. Neither Scenic Hotel Group nor the Supplier will be responsible for any loss or damage to the goods you have selected.

5.3.8 We give no warranties, make no representations and accept no liability in respect of the Non Accommodation Rewards and to the fullest extent permitted by law, we exclude all warranties relating to the Non Accommodation Rewards.

#### 5.4 Deduction of Points

The appropriate number of Points for the Return Reward you have selected will be automatically deducted from your Return Rewards Account and the balance in your Account will be adjusted accordingly.

### 6. Points Management

We reserve the right to correct any errors in the calculation of Points, the balance of Points in your Account from time to time and any deductions of Points. You agree to us correcting any errors.

### 7. Return Rewards Validity and Expiry

7.1 Return Rewards Points you earn are available for redemption until the second (2nd) year after the month in which you were first advised that the Points had been credited to your Account. Any Return Rewards Points that were earned more than two (2) years before the relevant monthly date will expire and be removed from your Account. Points that have expired cannot be redeemed.

7.2 If you redeem an Accommodation Reward or a Non Accommodation Reward, the Points will be redeemed in the order in which they were first credited to your Account.

### 8. Personal Information and Privacy Act

8.1 It is your responsibility to advise us of any change of address. We will not be responsible for any information or goods or other items which are sent to any incorrect address.

8.2 Information about Members will be collected and held by the Return Rewards Administrator and us.

8.3 You consent to the collection, storage and use of your personal and other information and to the disclosure of such information to persons and providers (including Suppliers) who are associated with the Programme for the purposes of operating the Programme and operating and marketing our business.

8.4 The collection, storage and use of your personal information is subject to all applicable laws including the Privacy Act 1993. You have the right to check your personal information recorded by us and have it updated or corrected if that is necessary.

### 9 Changes

9.1 These Terms and Conditions may be changed by us at any time. You agree that we will be deemed to have given you notice of any change to the Terms and Conditions by posting the revised terms and conditions on our Website. You are deemed to have accepted any changes that we make to our Terms and Conditions and to be bound by the new Terms and Conditions from the day the revised Terms and Conditions are posted on our Website.

9.2 If anything happens that is beyond the control of Scenic Hotel Group and affects our ability to provide Return Rewards or to continue with the Programme (including, but not limited to Acts of God, Government orders or

decrees, changes to legislation, war, terrorist activities, industrial unrest) we can suspend or terminate the provisions of the Programme at our discretion. At any such case we will have no liability to any Member for such suspension or termination.

9.3 We reserve the right to terminate the Programme by giving at least one (1) months' notice to Members or at any time and without notice if the Scenic Hotel Group is sold or all or part of the Scenic Hotel Group ceases to operate. In any such case, we will not be required to pay any consideration or compensation for Points you may have earned but have not redeemed at the time of such suspension or termination.

## 10. Disclaimer

10.1 Scenic Hotel Group shall not be liable or responsible for

- (a) any delay in the delivery of any Accommodation Reward or Non Accommodation Reward.
- (b) the unavailability of any Accommodation Reward or Non Accommodation Reward.
- (c) the failure of any Accommodation Reward or Non Accommodation Reward to meet your expectations.
- (d) any changes to or the suspension or termination of the Programme.

10.2 Scenic Hotel Group make no warranties or representations, either expressed or implied, in relation to the Programme or the Rewards offered by the Programme. To the fullest extent permitted by law, Scenic Hotel Group also expressly disclaims any and all liability relating to the provision or non-provision of any goods or services by any Supplier, including, but not limited to, the type, quality, standards and fitness of such goods

10.3 Scenic Hotel Group will not be responsible for correspondence, emails or faxes which may be lost or delayed in any circumstances.

## 11. Tax

Liability for any taxes, duties, levies or other charges imposed in respect of the Return Rewards Programme, a Member's participation in the Programme, the accrual of Points by a Member or the receipt or use of Rewards are the sole responsibility of the Member. It is recommended that Members contact their own accountant or taxation advisor in this regard.

## 12. Disputes

12.1 In the event of any dispute arising between a Member and a Scenic Hotel or Heartland Hotel, the decision of the Return Rewards Administrator shall be final and binding.

12.2 Any disputes concerning the Account of a Member must be notified in writing to the Return Rewards Administrator within 14 days of the date on which the Member is deemed to have received his monthly statement. A Member shall be deemed to have received his Account statement within two (2) days of the date on which the statement was emailed to the Member. The statement of Account will be taken to be correct and shall be deemed to have been accepted by a Member if a written notice disputing the statement is not received by the Return Rewards Administrator within the required time (time being of the essence).

## 13. Definitions

The terms used in these Terms and Conditions have the following meanings –

"Accommodation Rewards" and "Accommodation Reward" means a Return Reward taken in the form of accommodation (but excluding food and beverage and all sundries) at a participating Scenic Hotel or Heartland Hotel.

"Excluded Company" means a company or other organization, which has a policy that does not allow its employees, members or associates to participate in rewards type programmes and has formally notified us of this.

"Guest Folio" means the folio opened by the hotel in the name of a member in respect of the Members stay at the participating Scenic Hotel or Heartland Hotel but does not include the folio which is opened when a Member is redeeming Return Rewards Points for an Accommodation Reward.

"Group Folio" means where your reservation has been made as a group type reservation instead of an individual reservation.

"Hotel" and "Hotels" means any hotel, which is operated as part of the Scenic Hotel Group and participates in the Return Rewards Programme operated by Scenic Hotel Group.

"Member", "you" and "your" means a person who has joined the Scenic Hotel Groups Return Rewards Programme and whose name is included on our list of Members of the Programme. "Members" has a corresponding meaning.

"Members Account" and "Account" means the record we maintain of Return Reward points, which have been accumulated and redeemed by a Member.

"Non Accommodation Rewards" means a Return Reward taken in the form of a benefit or goods you have selected and which are supplied by a Supplier.

"Return Rewards" and "Reward" means the benefits, goods and facilities (including Accommodation Rewards and Non Accommodation Rewards) we may offer you in return for you redeeming a specified number of Points in your Account. "Rewards" has a corresponding meaning.

"Return Reward Points" and "Points" means the points under the Programme that are credited to your Account by us for qualifying goods or services you have purchased from us, but subject always to the appropriate deductions from your account for Rewards which you have redeemed and for any Points which have expired or been cancelled.

"Scenic or Heartland Hotel", "we", "our" and "us" means Scenic Hotel Group Limited and such of its subsidiary or associated companies as are participating in the Programme. It does not include hotels managed by Scenic Hotel Group Limited or any subsidiary or associated companies of Scenic Hotel Group where terms of the management contract do not permit participation in the Programme or where the owners of any managed hotel have elected not to participate in the Programme.

"Scenic Hotel Group's Return Rewards Programme" and "Programme" means the Programme operated by Scenic Hotel Group in which you can, in accordance with these Terms and Conditions as changed from time to time, earn Return Rewards Points which, subject to the terms and conditions of the Programme, can then be redeemed for Return Rewards.

"Supplier" means a person or company nominated by us who will offer a range of goods or facilities to the Programme and supply those goods or facilities to Members who choose to redeem their Return Rewards Points for such goods or facilities.

"Terms and Conditions" means the terms and conditions which appear on our Website from time to time or are emailed to you at your last known email address.

"Website" means the website of the Programme – [scenichotelgroup.co.nz](http://scenichotelgroup.co.nz), [heartlandhotels.co.nz](http://heartlandhotels.co.nz), [scenichotels.co.nz](http://scenichotels.co.nz), [tewaonui.co.nz](http://tewaonui.co.nz) or any later website we may advise you of.

In these terms and conditions –

- words importing a singular number only include a plural number and vice versa.
- words importing a gender include the other gender.