1. How the Conditions of Carriage apply to you

Travel on any Air New Zealand Flight is subject to:

- Our Conditions of Carriage ("Our Agreement")
- Any relevant Charges regulatory bodies require us to pay
- International Regulation and all other relevant laws
- Any directions given to you by our staff, either spoken or written
- Any other fare rules that apply to your travel

1.1 Does our Agreement apply to all flights on my booking?

Our Conditions of Carriage apply when Air New Zealand is shown as the Airline on your Ticket.

Your flight may be operated by us, or it may be a Code Share Flight. We will tell you the name of the operating Airline when you make your booking. If the operating Airline changes after we confirm your booking, the law does not require us to tell you.

When Air New Zealand is not your flight's operating Airline, the other Airline's conditions apply.

1.2 Does our Agreement apply in all situations?

Aviation law is complex. It has overlapping laws, Charges, International Regulations and jurisdictions. Our Agreement takes these laws into account. If any part of our Agreement is inconsistent with any of these laws, then those laws prevail. This does not change the rest of our Agreement, which remains valid. For more information on laws that affect your rights in certain countries please see our customer service information page.

1.3 Does our Agreement apply to chartered flights?

Sometimes third parties charter an Air New Zealand aircraft. Our Conditions of Carriage still apply, unless we tell you otherwise before you board.

1.4 What happens if my language's version of our Agreement is different?

If the English version of our Agreement conflicts with a translation, the English version prevails.

1.5 Can Air New Zealand staff change the terms of the Conditions of Carriage?

No Air New Zealand employee, Agent or other person can vary the terms of these Conditions of Carriage.

1.6 What if my Ticket is for business travel?

If you buy, or claim to buy, a Ticket for business purposes, the Consumer Guarantees Act 1993 (New Zealand) will not apply. This does not change the rest of our Agreement which remains valid.

1.7 Do links to the Air New Zealand website form part of our Agreement?

In this Agreement we sometimes provide links to further information on our website. That information is only for your guidance, and does not form part of our Agreement.

2. Making a reservation for your travel

The first step to flying with us is making a Reservation. This section explains what that means, and how it works for you and the people you're travelling with.

- How Reservations work
- Paying for your Ticket
- Arranging special needs and meals
- Making changes or cancellations
- What happens if you miss your flight

2.1 How does my Reservation work?

Once we record your Reservation in our systems, it's confirmed. We will let you know in writing.

Some types of Tickets might not let you change or cancel your Reservation without cost.

When you make a Reservation for others, you act as their agent and accept this Agreement on their behalf. You must make them aware of the Conditions of Carriage. That includes how we collect, store and use their Personal Information. See the Personal Information section of our Agreement for more details.

2.2 When do I have to pay for my Ticket?

When you make a Reservation we will tell you or your Agent when you have to pay for your Ticket. If you don't pay by this date, we may cancel your Reservation.

2.3 Who can change or cancel my Ticket?

If you bought the Ticket you can ask to cancel it, change it or receive a refund. Your request is subject to the terms of our Agreement. You must tell other Passengers on the booking that you can do this.

Someone else can change the booking if the Ticket purchaser gives them the authority to do so.

2.4 What if I need to pack Prohibited Items in my Baggage?

You must tell us when you book your flight if you intend to bring firearms, ammunition, other weapons or any other Prohibited Items in your Checked-in Baggage.

You cannot bring any weapons or ammunition into the aircraft cabin, either as Carry-on Baggage or on your person.

For more information see the Baggage section of our Agreement, and our Restricted Items web page.

2.5 Can I choose my own seat?

We will do our best to accommodate your seating requests whether they are made online or at check-in. We can't guarantee a particular seat, even if we've confirmed it with you. We may have to assign or reassign seats at any time as we deem necessary to comply with the law. We will not be liable to you as a result, except for any refund payable under the Seat Select terms and conditions.

2.6 What if I need a special meal?

We offer a range of special meals on selected international services. If you would like to request a special meal, you need to give us at least 24 hours' notice. On some routes special meals may require up to four days' notice. We cannot guarantee your requested meal will be available and we will not be liable to you if we cannot supply it.

You can bring your own food aboard, but it may be subject to customs regulations at your destination.

For more information on requesting a special meal please see our Special Meals page.

2.7 What happens if I don't make my flight?

For some reason you might not:

- arrive at the airport in time for your flight
- use your booked Reservation
- use your onward or return Reservation.

In these cases we will cancel your booking on that flight without refund. If your Ticket is a multi-leg Ticket we may also cancel other flights on your Ticket without refund.

If your Ticket lets you miss your flight without penalty, this part of our Agreement does not apply.

2.8 Should I reconfirm my flight before I go?

You don't need to reconfirm your Reservation with us. However we do recommend you check our website or the Air NZ mobile app for any schedule changes.

You may need to reconfirm your Reservation with other Airlines on your journey. This is your responsibility.

3. Requesting Special Assistance

Everyone's requirements are different. If you need extra help on your flight, here's how we can help. We'll do our best to let you fly enjoyably, in comfort, and with dignity.

- The types of special assistance we can provide
- Equipment and services available on board and at airports
- How to request assistance
- When we might charge extra

3.1 What is Special Assistance?_____

Sometimes you may need extra help when you travel. We call this Special Assistance, and you may need it if you are:

- a child travelling alone
- ill, incapacitated or need medical assistance
- pregnant or travelling with an infant
- visually or hearing impaired
- elderly

We can also help if you rely on:

- a service animal such as a guide dog
- a prosthetic limb
- a wheelchair for your mobility
- medical equipment such as an oxygen supply
- a companion to travel with you.

3.2 How do I request Special Assistance?

If you need any type of Special Assistance you must ask for it when you book. We will let you know if we can accommodate your needs. We will always meet any legal obligations to provide your Special Assistance.

3.3 Are there any extra Charges for Special Assistance?

We provide most forms of Special Assistance at no extra cost. However, we may charge you for:

- providing equipment such as an oxygen supply
- an extra seat for a companion who must travel with you.

If we are legally required to provide equipment or meet your requirements free of charge, then this part of our Agreement will not apply.

More information:

- Special diets and food allergies
- Special assistance

4.Collecting Personal Information

This part of our Agreement is all about your Personal Information:

Why we collect it

- What we collect
- Who we share it with
- How long we keep it for
- How you can access and manage it

4.1 Why does Air New Zealand need to collect my Personal Information?

We collect Personal Information about you for a number of reasons, including health and medical information if necessary. It helps us to:

- provide products and services to you
- process your travel arrangements
- comply with immigration and customs control
- enable your activity in loyalty programmes
- conduct marketing activities and market research
- meet our security, administrative and legal obligations.

We might not be able to provide the services you have requested without your Information.

4.2 What Personal Information does Air New Zealand collect?

We collect your name, passport details, booking and check-in Information, and health Information. Sometimes we may need additional Information.

We normally ask for your consent when we collect and use your Information. Sometimes we have a legal obligation to collect and provide Information to authorities for immigration and security reasons. In these cases we do not need to seek your permission to share that Information.

4.3 Who can Air New Zealand share my Information with?

We may need to share your Information with:

- agents like your booking travel agent
- government agencies
- other Airlines
- travel service providers
- marketing consultants
- any other providers helping us provide our service to you.

When we share your Personal Information with other parties, we expect them to take all necessary steps to protect it and to observe the law.

4.4 How long will Air New Zealand keep my Information?

We review our Record Retention and Destruction Policy regularly. We try to keep your Personal Information for only as long as we believe is reasonably necessary.

4.5 How can I access and manage my Information?

You have the right to know what Personal Information we hold about you. You also have the right to view, correct or delete it. We will try our best to meet your requests. Our Privacy Statement explains how you can access and manage your Personal Information.

5. Your Ticket

Your Tickets, whether electronic or paper-based, are an essential part of your travel. This part of our Agreement covers the important details about them, such as:

- What information will be on my Ticket?
- When do I present my Ticket?
- Can I transfer my Ticket to someone else?
- What if I damage my Ticket?
- How long is my Ticket valid?
- What happens if a Ticket-holder dies?

5.1 What information will be on my Ticket?

International Regulations require our name and address to appear on your Ticket.

Our name may be shortened on your Ticket to 'NZ', our Airline Designator Code, or similar.

Our address is your airport of departure, which is shown next to our shortened name in the 'carrier' box on the ticket. If you have an Electronic Ticket, our address is next to 'NZ' in your Itinerary's first flight segment.

5.2 When do I need to show my Ticket and other travel documents?

When you check in, you need to show us a valid form of identification and a Ticket in your name.

You may also need to show your Itinerary and identification, on your mobile screen or on paper, at any of these places:

- check-in
- customs
- airport security
- boarding
- immigration
- duty-free stores, when making a purchase.

Before you travel, you should check if your destination requires any visas or other travel documents. If you don't have them, we may not allow you to board your flight. See Entry into a Country in this Agreement for more information.

It is your responsibility to make sure your Ticket is in your name and your travel documents are valid and complete.

We are not liable to you for any consequences arising from your failure to check these documents are valid and correct.

5.3 Can someone else use my Ticket?

You cannot give or sell your Ticket to anyone else. We only provide travel for the Passenger named on the Ticket.

If someone else presents your Ticket for travel and we realise that person is not you, we will not let them travel.

Despite acting reasonably, we may not notice a Ticket has been transferred to another person. If we then refund it or let the new Ticket holder travel, we:

- do not have to replace your Ticket
- are not liable to either of you in any way, and
- do not have to pay any refund otherwise outlined in our Agreement.

5.4 What if I damage my Ticket?

Presenting a damaged, altered or electronically altered or corrupted Ticket will mean you cannot travel, unless it was altered by us.

5.5 Does my Ticket ever expire?

Your Ticket is valid for 12 months from the date your travel starts. If it is unused, then it remains valid for 12 months from the date it was first issued.

Your Ticket may specify a different period. That period will prevail over this Agreement.

5.6 What if I can't use my Ticket?

Sometimes you won't be able to travel because we either:

- cannot confirm your Reservation
- cancel your flight
- delay your flight to the extent that you have to cancel your travel.

In these cases, we will extend the validity of your Ticket so you can travel on the next available flight. If your Ticket is still valid, you may be able to cancel your flight instead and claim a Refund.

5.7 What happens in the case of a Passenger's Death?

If a Passenger travelling with you on the same booking dies during the journey, we may either:

- waive your minimum stay conditions
- extend the validity of your Ticket for up to 45 days from the date of the Passenger's death.

We cannot extend your Ticket's validity beyond the time allowed by applicable immigration laws. We may need to ask you for proof of the death, such as a valid death certificate.

5.8 Can I change the order of my flights on my journey?

When your journey consists of several flights, you must take them in the order shown on your Ticket. Your flight order determines the price of your Ticket.

You can request a change in the order of your flights once your travel starts, but you must pay the difference in any applicable fees, taxes and price adjustments. We calculate any price adjustment by comparing the adjusted Ticket price to the full Ticket price for your Ticket on the date you first bought it.

We may reissue your Ticket at the new price.

6.Paying for your travel

When you're paying for your travel, you need to know what you're getting and how payment works. This section covers:

- What's included with your Ticket
- What happens if you want to change your plans
- Paying in different currencies
- Taxes, fees and other Charges

6.1 What does my Ticket price cover?

Your Ticket price covers your journey from your departure airport to your destination airport, unless we tell you differently. Your Ticket price does not include:

- transport between terminals at an airport
- transfers between an airport and nearby centres
- transport between different airports.

6.2 Will I have to pay more to make changes to my travel plans?

We apply the price in effect on the date we issue your Ticket. If you change your travel plans, your costs may change. See the Ticketing section of our Agreement for more information.

6.3 What Currencies can I use to pay for my Ticket?

You can pay for your Ticket in any of the currencies we accept. We will calculate any exchange rate on the date we issue the Ticket.

6.4 Can my ticket price include any taxes and Charges from others?

Your Ticket price includes some fees, Charges, and taxes. We may show them as one total cost or as individual items. These are costs charged to you or to us by a government authority, an airport operator or another Airline. They may include card payment fees, or insurances you bought with your Ticket. Your Ticket will set out these details for you, or you can get them from your travel agent.

You may need to pay other fees or taxes not included in your Ticket price or shown on your Ticket. For example, an airport may charge you departure fees. You will need to pay these costs directly to the authority involved.

6.5 What happens if something disrupts my plans?

If something unexpected happens when you travel, our liability to you is limited. To protect you from unexpected costs, we recommend you buy travel insurance. It can cover you for things like:

- changes in travel plans and travel cancellation
- medical and hospital expenses
- personal injury and death
- Baggage Damage, delay or loss
- missed flight connections
- other unforeseen expenses.

There are many different insurance providers and each policy will be slightly different. It's a good idea to make sure your policy gives you the right cover for your travel.

7.Your Baggage

This part of our Agreement is all about your Baggage:

- General Baggage information
- The Carry-on Baggage you bring on board with you
- Your Checked-in Baggage you have us carry in the aircraft's hold
- Animals and dangerous items like firearms
- Our responsibilities to each other

7.1 What is my Baggage Allowance?

Your Ticket may include an allowance for Checked-in Baggage, which we carry in our aircrafts' cargo hold. It also includes an allowance for your Carry-on Baggage, which you can bring with you into the aircraft cabin. There are some limits on your Baggage, as it needs to comply with our weight and size requirements, our restrictions on what you can pack, and our Agreement. Please check them before you travel, as they form part of our Agreement for Carry-on and Checked-in Baggage. You can find details on our website in the country where you booked your

Ticket. We will do our best to let you know if there are any changes to our requirements, but sometimes we may have to change them without notice. If your Baggage does not comply with our Agreement it may not be able to travel with you.

If you are dependent on a wheelchair or mobility aid, we can carry it in the hold or in the cabin when you travel with us, usually at no extra charge. For more information please see our page Flying with a wheelchair.

We can also carry your child's pram, if it can be folded down.

We cannot carry Baggage that compromises our health and safety responsibilities, or our aircrafts' limitations.

Sometimes laws in particular countries change how our Baggage allowance applies.

7.2 Are there Aircraft Limitations on Baggage?

Space in our aircraft is limited. There is a limited total capacity for everyone's Checked-in Baggage, constraints on the height and width of the aircraft's hold, and constraints on the height and width of the cargo doors. As a result we may not be able to carry some items. If this happens, your Baggage may need to travel on a different flight, or another means of transport.

7.3 Accepting Baggage for travel

We may not be able to carry your Baggage if it:

- is a difficult size, shape or weight
- is fragile
- compromises safety or our operational requirements
- impacts the comfort or convenience of other Passengers
- is packed improperly or insecurely.

7.4 What happens if I have too much Baggage?

We call this Excess Baggage. If you arrive at check-in with Excess Baggage, we may:

- refuse to carry it
- accept it for travel or
- carry it on a different flight.

You may need to pay an Excess Baggage fee before you board, or we may decide to carry the Excess Baggage but not charge you. You may be charged again if you check in to any other flights on your itinerary. Other Airlines may charge different rates for Excess Baggage. Please check the Excess Baggage rules for all your flights before you begin any of your travel.

Some useful information:

- Baggage allowance
- Buying additional bags
- Travelling with Pets
- Excess Baggage

7.5 What isn't allowed in my Carry-on Baggage?

To keep everyone safe, there are some things you are not allowed to take into the aircraft cabin. There are also some items that must comply with our industry's International Regulations.

There are also Local airport security restrictions on Carry-on Baggage in every country and you should check them before you leave.

Screening security authorities will remove any dangerous or Prohibited Items from your Carry-on Baggage and will not return them. We are not liable for any item seized, nor can we store any seized items.

Some useful information:

Carry-on Baggage restrictions

7.6 What happens when I need to bring special items on board with me?

Some items, like delicate musical instruments, could be Damaged if we carried them in the cargo hold. If you give us at least two business days' notice, in some cases we may be able to let you carry them in the cabin, even if they would normally be too big or heavy. You may have to pay an extra charge for this service.

7.7 How can I avoid loss or Damage to items in my Checked-in Baggage?

We work hard to take care of your belongings, but sometimes delicate items can be Damaged during Checked-in Baggage handling. Checked-in Baggage can also be delayed or lost. We recommend packing any items you may need quickly, that are fragile, or that have a special value to you, in your Carry-on Baggage. We also recommend you arrange travel insurance that covers delayed, lost or Damaged Baggage, just in case.

7.8 How do I manage my Checked-in Baggage?

- You need to label your Checked-in Baggage with your name or other personal identification.
- We will give you a Tag for each piece of your Checked-in Baggage.
- We will always try to carry your Checked-in Baggage on the same aircraft as you. Sometimes, for safety, security or operational reasons, we may need to carry it on a different flight. In this case we will deliver it to you at your destination, unless local laws require you to be at the airport for customs clearance.
- We will refund your Baggage fees if we can't carry your Baggage because of operational, safety or security reasons outside your control. We will also refund any fee charged to transport Checked-in Baggage lost in our care.
- Your Checked-in Baggage will be off-loaded from the aircraft if you fail to report to the gate in time for departure.

7.9 How do I collect my Checked-in Baggage?

You must collect your Checked-in Baggage as soon as it is available at your destination or Stopover. If you can't, we may keep it for you for up to one month, and may charge you a storage fee. After that time, we may dispose of it, without any liability to you.

You must be able to show your Baggage Receipt or a Tag when you collect your Checked-in Baggage. We have to be satisfied of your right to the Checked-in Baggage before we can give it to you.

7.10 What if I want to travel with an animal on a flight within New Zealand?

We can carry domestic pets like cats, dogs, and small caged birds as Checked-in Baggage on our domestic services. The pet must travel in an approved crate. Any animals kept for profit, like racing greyhounds or farm livestock, are not included in this Agreement. We can only carry them as Cargo.

Your animal and any food or other items it travels with will be treated as part of your Checked-in Baggage allowance. Additional bags or pets will be treated as Excess Baggage. There is also an additional fee for carrying pets.

Certified Service Animals, such as guide dogs, travelling with Passengers with disabilities or as part of their training, travel free of charge. Their travel with us is in addition to the normal free Baggage allowance. Sometimes we have extra conditions for Service Animals.

We know your animal is special to you and we take every care when they travel with us. However, we are not responsible for any injury, loss, sickness or death of an animal. You are responsible for ensuring any animal's entry into, or travel through any destination or Stopover.

Sometimes we have extra conditions for animal travel.

Some useful information:

- Travelling with pets
- Flying with Service Animals

7.11 What if I want to travel with an animal internationally?

Pets can only travel as cargo to international destinations. They can't fly with you as Checked-in Baggage. We recommend engaging a pet transporter service.

Some useful information:

Sending pets internationally

7.12 What if I need to pack Prohibited Items like firearms, weapons or ammunition?

We may choose to allow you to bring some ammunition or firearms in your Checked-in Baggage. Please advise us of your intention when you book your flight.

In addition:

- if you are travelling internationally, you must have all the permits you need from your destination countries before you book your travel.
- you must pack your items as required by the laws and regulations of your origin and destination countries.

• when travelling to the United Kingdom, you must notify us at least two weeks before your date of departure, so we can seek approval to carry your firearms on your behalf.

If you will be using any Prohibited Item for sporting purposes we may be able to carry it for you, as long as it complies with all applicable laws. Please contact us at least two business days, or longer in some jurisdictions, before your departure. If we can transport your items we will record them in your flight booking. Any ammunition travelling in Checked-in Baggage is subject to International Regulations.

We may accept weapons such as antique firearms, swords, knives and similar items as Checked-in Baggage if they are properly and safely packaged. We cannot allow you to bring them on board as Carry-on Baggage.

We reserve the right to refuse any request to carry Prohibited Items in Checked-in Baggage.

Some useful information:

Dangerous goods

7.13 Does Air New Zealand ever search Passengers' Baggage?

We, the Aviation Security Service, Customs or other authorised officials sometimes search Baggage for safety, health and security reasons. It might involve a physical search, x-ray, screen or some other type of scan of a Passenger, their Baggage, or both. If a Passenger has already checked-in their Baggage it may be searched without them.

Sometimes we need to check whether Passengers or their Baggage have any Prohibited Items which they didn't tell us about. If a Passenger refuses a search request we may refuse to carry them and their Baggage. The Baggage may then be delivered to government or airport officers.

If a search, x-ray or other scan causes Damage or loss to a Passenger or their Baggage we are not liable for that Damage or loss unless it is our fault, or because we were negligent.

7.14 When is Air New Zealand responsible for my Baggage?

We are responsible for your Baggage once you check it in until it is delivered to the baggage collection area at your destination.

Transporting your Checked-in Baggage to our Check-in point is your responsibility. That includes carrying, lifting, moving and securing your Baggage.

7.15 What happens if my Baggage is delayed, lost or Damaged during International travel?

It's important to remember that our liability to you is limited. We strongly recommend you arrange travel insurance that covers delayed, lost or Damaged Baggage, just in case.

If you make a claim for Damage with us, you will need proof of the Damage.

- We are only liable for Damage or delay that happens during travel Ticketed on Air New Zealand Flights or Code Share Flights. If we issue a Ticket or check in Baggage for a flight with another Airline, we are acting as an agent for that Airline. This means their conditions will apply instead of ours.
- We are not liable for any Damage that occurs because we were complying with laws or Government regulations, orders or requirements, or from your failure to comply with them.
- If your Baggage is Damaged or delayed during International travel, our liability is limited. This limit is set out in the International Regulations we must follow. This limit does not apply if you prove that the Damage resulted from an act or omission by us. This includes acts or omissions of our employees or agents acting within the scope of their employment with the intent to cause Damage, or recklessly knowing that Damage would probably result.
- We are not liable for Damage to your Checked-in Baggage if it had inherent defects or was of poor quality.
- We are not liable for Damage to your Carry-on Baggage unless the Damage is due to our employees' or Agents' negligence.
- If your Baggage Damages other persons or property, including our property, you are responsible for all damages.
- If any Damaged items in your Checked-in Baggage should not have been carried under the terms of our Agreement, we will not be liable to you. There are some exceptions to this contained in International Regulations.

- We are not liable to you for general wear and tear of your Baggage.
- We are not liable to you if your Baggage is collected by another passenger. We may be able to assist in locating your bag; but any repatriation or inconvenience costs will be at your expense.
- We are not liable to you for Damage to moving parts or parts that stick out of your Baggage, where we think the parts are not fit for purpose to withstand normal baggage handling. This includes wheels and handles.
- We may not be liable or our liability may be limited if you have contributed to the loss or Damage of your Baggage in any way.

7.16 What happens if my Baggage is delayed, lost or Damaged during Domestic travel?

Our liabilities to you for your Baggage on travel within New Zealand is outlined in The Contract and Commercial Law Act 2017 (part 5, New Zealand). This Agreement does expressly modify some of these Conditions.

7.17 When should I claim for Damage or delay to Baggage?

When you accept your Baggage at your destination or transfer point and you do not say anything at the time, then we consider that your Baggage has been delivered in good condition and in accordance with our Agreement. If this is not the case and you wish to make a claim for Damage you will need to prove that this is not the case.

You must claim for Damaged or delayed Baggage in writing, within these timeframes:

Domestic Travel with no international connections:

- for Damaged Checked-in Baggage, within 30 days of collecting your Checked-in Baggage
- for delayed Checked-in Baggage file within 30 days from the day your
 Checked-in Baggage should have been available to collect.

International Travel:

- for Damaged Checked-in Baggage, within seven days of collecting your Checked-in Baggage
- for delayed Checked-in Baggage, file within twenty-one days from the day your Checked-in Baggage should have been available to collect.

7.18 Can I arrange for an excess value declaration and charge?

We have limits on our liability to you for lost or Damaged Baggage. You can ask to increase that amount for valuable items with an excess value declaration before you travel.

If we offer you an excess valuation facility you need to make a written declaration of the value of the Checked-in Baggage it covers.

If you are travelling internationally, this can be for more than the liability limits set out in the International Regulations.

If you're travelling within New Zealand, you can declare an amount as covered under part 5 of the Contract and Commercial Law Act 2017.

You may have to pay an extra charge at a rate we specify. We can give you the rates for your specific item's value and your travel.

If part of your journey will be on an Airline that does not offer an excess valuation facility, we may not be able to accept an excess value declaration on your Checked-in Baggage.

8. Unexpected delays or changes to your travel

This part of our Agreement deals with delays and other changes to your flights. It outlines some of the changes that could occur, and how we might manage them.

8.1 What are delays and changes?

Sometimes despite our best efforts we end up having to delay, cancel or otherwise change your flight. We recommend you arrange travel insurance that covers you and your Baggage for any delays or cancellations.

It's frustrating for everyone, but often it's beyond our control. We will do our best to let you know of any changes as soon as we can.

8.2 What happens when there are changes to my travel?

Sometimes your flight might:

- be cancelled
- be unreasonably delayed
- fail to stop at your destination or Stopover

• cause you to miss a connecting flight for which you hold a confirmed Reservation on your Ticket.

In these cases, together we can agree to one of the following solutions:

- We may be able to transfer you to another of our scheduled services in the same class. We would not charge you any extra for this travel, and you would not be entitled to any refund.
- We may be able to secure travel for you with an alternative Airline or with a third-party land or sea transport operator. We will not charge you for this travel, and you will not be entitled to any refund.
- Alternatively, we may be able to find you a flight to the next Stopover on your Ticket. This might be with us or an alternative Airline.

When these solutions aren't available, or don't resolve the matter for you, we will give you either a refund or a credit. It means we will have no further liability to you.

8.3 What if I don't get the seat I confirmed?

If we can't give you a confirmed seat, we will compensate you as required by applicable law. This includes the Civil Aviation Act 1990 in New Zealand, and European Union Regulation 261/2004 for flights departing from the European Union and Regulation on the Management of Public and Air Transportation Services for Passengers for flights to and from China.

Some useful information:

Customer service and tarmac delay plan

8.4 Does Air New Zealand guarantee flight times?

Sorry, we cannot guarantee our flight times.

8.5 What happens when a Passenger is disruptive?

Passengers can disrupt flights in many ways. It could be by unacceptable behaviour, a medical emergency or something else.

We may need to re-route, reschedule or divert our flight so we can remove the Passenger and their travelling companions from the aircraft. This may be to an airport where we don't usually operate our own aircraft. In these cases, the

Passenger and their companions will have to make their own alternative travel arrangements, at their own cost.

In accordance with this Agreement, we may apply any refundable portion of a Passenger's Ticket toward the costs of the disrupted flight.

This section applies to all Passengers.

For more information see the refunds and behaviour sections of our Agreement.

8.6 What are my existing legal rights?

Unless noted elsewhere in this Agreement, nothing in this section affects any of the rights you have under the Consumer Guarantees Act 1993 (New Zealand).

9.Check-in and boarding

Getting to the airport, Checking in and boarding are the first steps on your journey. It's important to give yourself enough time for all of them.

9.1 When do I have to Check in?

You will need to complete departure procedures before you can board your flight. It's important to Check in with enough time to spare for them. We will tell you the latest time you can Check in.

9.2 When do I have to board my aircraft?

You must be at your aircraft's boarding gate at the time we have stated, so your flight can leave on time.

9.3 What happens if I'm late?

If you do not Check in or board on time, we may cancel your Ticket and charge you for booking any alternative flights.

We are not liable to you for any loss or expense if you do not Check in or board on time.

10. Passenger behaviour, public health & medical emergency

When you travel, the way you and your fellow Passengers act can have a big impact on your travel experience. This part of our Agreement covers important considerations for Passenger behaviour, such as:

- Why Air New Zealand has behaviour standards?
- What Passengers should do when on board?
- What behaviours would lead Air New Zealand to refuse service to a Passenger
- Other types of unacceptable behaviour?
- What Air New Zealand can do if a Passenger behaves unacceptably
- What Air New Zealand can do if there is a concern about Passengers' health, public health or medical emergency
- Who this section applies to and what their liabilities are

10.1 Why does Air New Zealand have behaviour standards?

We work hard to provide a pleasant travelling experience for everyone. We rely on our Passengers' good behaviour to help make that possible. We expect Passengers to act appropriately, but unfortunately, sometimes some people behave in ways that others may reasonably object to. If a crew member acting reasonably asks them to, the Passenger must surrender their passport, other travel documents or both until the end of the flight.

10.2 What should I do when on board?

For everyone's comfort, safety and security, it's important to obey all reasonable directions from our staff. When on board, this includes:

- stowing Cabin Baggage under the seat in front of you or in the overhead lockers
- taking care when you open overhead lockers, as Cabin Baggage may move during flight
- keeping your seatbelt fastened when seated
- staying seated with your seatbelt securely fastened whenever the seatbelt sign is on, or when directed. This is especially necessary when the aircraft is moving on the tarmac
- not smoking or vaping
- not using or charging e-cigarettes
- only drinking alcohol served by us and in moderation. You cannot open or drink Duty Free or your own alcohol on board
- using infant and child restraints as directed

• not operating certain electronic devices or equipment. If you do, we may keep the device until the end of the flight. Hearing aids and heart pacemakers are permitted.

Some useful information:

• Electronic equipment

10.3 Why might Air New Zealand refuse service to a Passenger?

We view unacceptable behaviour by a Passenger as a serious issue. We may stop providing services to anyone behaving unacceptably, even if they have a confirmed Ticket.

There are many reasons why we could stop service, including:

- carrying the Passenger or their Baggage may put the aircraft or another person(s) at risk
- carrying the Passenger breaks the laws, regulations, directives or orders of any country they are flying to, through, from or over
- the Passenger needs assistance we cannot provide, due to their conduct, age, mental or physical state
- the Passenger needs extra assistance due to impairment from alcohol, drugs, or prescribed medications
- the Passenger is causing offence or discomfort to others
- the Passenger's behaviour causes or involves risk to themselves or others
- the Passenger refuses to obey instructions
- the Passenger is carrying items defined as Prohibited in this Agreement
- the Passenger refuses to permit a security check
- the Passenger has not paid the applicable Charges for any of their current or previous travel
- the Passenger will not or cannot show valid travel documents
- we think the Passenger is trying to remain in a country they are transiting through
- we think the Passenger may destroy their travel documents, including their passport, during their travel.

- we reasonably suspect or know that the Passenger is likely to break the law
- we reasonably suspect or know that the Passenger has broken the law
- the Passenger refuses a request from the flight crew to surrender their travel documents
- the Passenger's Ticket has been tampered with in some way, such as: It may have been obtained unlawfully or not bought from us. It may be damaged or reported as lost or stolen, or be a counterfeit. It may include a flight Coupon altered by someone other than us.
- the Passenger cannot prove they are the person named on the Ticket
- the Passenger has behaved unacceptably or been refused service in the past, and we believe they will do it again
- we have told the Passenger in writing that we would not carry them on our flights or those of Our Operators. In these cases they may be entitled to a refund, less any reasonable service fee to cover our administration costs
- the Passenger is wearing gang patches, insignia, signs, symbols or other items we believe may cause discomfort or offence to other Passengers, and refuses to remove them

10.4 Are there any other types of unacceptable behaviour?

We know behaviour can't be limited to a list. We may view any behaviour that causes discomfort for other Passengers, our staff or crew as unacceptable.

10.5 What can Air New Zealand do if a Passenger behaves unacceptably?

If a Passenger behaves unacceptably, or we reasonably believe they will, we may:

- refuse to carry the Passenger and their Baggage, even if they are already on board
- limit on-board services, such as alcohol
- cancel any subsequent flights on the Passenger's Ticket
- ban the Passenger from travelling with us in the future
- delay the Passenger's Travel until we are satisfied they will behave acceptably. In this case, the Passenger is not entitled to a refund and may have to pay any reasonable Charges associated with delaying their Travel
- notify appropriate authorities such as the Police or Airport Security

• perform any other action we consider necessary to ensure a safe environment for Passengers and crew.

10.6 What Air New Zealand can do if there is a public health or medical emergency

If we have a concern about any Passengers health, a public health emergency is announced by any government or World Health Organisation or a medical emergency occurs we may:

- cancel, divert or delay any flight
- screen Passengers
- refuse to carry or offload the Passenger(s) and their Baggage, even if they are already on board
- isolate the Passenger(s) on board the aircraft and limit the inflight services
- notify appropriate authorities such as the Police, Ministry of Health or Airport Security
- perform any other action we consider necessary to provide a safe environment for Passengers and crew

You are responsible for complying with any immigration policies, government quarantine restrictions or conditions (including length of stay) that apply to your travel. You are also responsible for any costs or expenses associated with complying with such policies, restrictions and conditions, and you agree to pay us on demand for any costs or expenses that we incur on your behalf.

10.7 Who does this section apply to and what are my liabilities?

This section applies to all Passengers travelling with us. If we refuse a Passenger service for any of the reasons outlined in our Agreement, we are not liable to them in any way.

11.Entering another country

There's a lot to consider when you travel. One of the most important is your travel documents. This part of our Agreement covers visa and travel documentation, including:

Who is responsible for arranging your visas and travel documents

- When you need to present your visas and travel documents
- What happens if you are denied entry into a country
- Your responsibilities during customs inspections

11.1 Who organises my visas and travel documents?

Before you travel, it's important to check that you will be safe at your destination. We make no representations about the safety, security or general state of any destination, and you should research it before your flight.

You need to arrange all travel documents and visas for the countries you travel from, into or through. You must comply with all their laws, instructions and other requirements.

We are not liable to you for the consequences:

- if you fail to get the documentation you need
- if you fail to comply with any applicable laws, instructions or other requirements.

11.2 When do I need to present my visas and travel documents?

Before you travel, or when we ask for them, you must show us all your travel documents. That includes the documents you need to travel from, into or through the countries you plan to visit. You also agree to let us make and keep copies of your documentation. We may refuse your travel if you don't comply with these requests.

11.3 What happens if I am denied entry into a country?

If you are denied entry to a country, you will need to pay us the cost to remove you from that country. We will not refund any of your costs to travel to the country which denied you entry.

If you didn't comply with instructions or the country's laws, instructions or requirements, or you didn't have or present the necessary documents, we may have to pay a fine or other cost. In this case you agree to pay us all of those costs on demand.

We can use the money you have paid us for travel you haven't yet taken, or any of your funds in our possession, to offset these costs.

11.4 What are my responsibilities for Customs inspections?

You agree to allow security checks by:

- aviation security services
- governments
- airport officials
- any Airline, including us.

Customs or other government officials may demand to inspect your Baggage, documents, or both. We are not liable to you for any resulting loss or Damage, including cases where you refused their request.

12. Arranging alternative travel by land or sea

If something prevents us from flying you to your destination, we may need to call on other transport operators to help.

12.1 What happens if I can't fly to my destination?

To get you to your destination, we may make arrangements with third party land or sea transport operators.

In those cases, we:

- are acting as your agent. The terms and conditions of the company providing the services will apply to you as the user of the transport as if you had entered into the agreement yourself
- are not liable for any issues with those services. The only exception is if we were negligent in the arrangements, or where we are liable under the Consumer Guarantees Act 1993 (New Zealand).

13.Our liabilities to you

If something goes wrong with your flight, we may be liable to you. This section covers when we are liable, and to what extent.

13.1 What is Air New Zealand responsible for when I travel internationally?

International Regulations apply to all Passenger and Baggage claims under this Agreement.

13.2 What happens if someone is injured or dies?

Our liability only applies to claims made by a Passenger. If the Passenger has died, our liability extends to any Person legally entitled to claim in respect of that death. Our liability does not apply to claims by a public social insurance body or similar, however founded or asserted, including by subrogated rights, statutory authority or otherwise.

If a passenger claim is assigned or transferred, it will be decided according to the applicable law.

If the Damage was solely due to the negligence, wrongful act or failure to act, by us, our contractors or our Crew, we are liable for Damages up to the liability limit set by International Regulations.

If the Damage was solely due to the negligence, wrongful act or omission of a third party, our liability is limited.

International Regulations limit our maximum liability to 128,821 Special Drawing Rights.

Sometimes a Passenger can cause or contribute to Damage through their own actions, failure to act or their negligence. Depending on applicable law, in these cases we are not liable.

If a Passenger suffers death, illness, injury or disability due to their age or physical condition, we are not liable for the Damage, or for any aggravation of their condition.

13.3 What is Air New Zealand responsible for when I travel Domestically?

For travel with us in New Zealand not deemed to be international travel, our liability is limited to the current laws of New Zealand. These are:

- Part 9B of the Civil Aviation Act 1990
- Contract and Commercial Law Act 2017 (part 5)
- the Injury Prevention, Rehabilitation and Compensation Act 2001. This Act may exclude liability for personal injury or death of a passenger
- the Consumer Guarantees Act 1993 applies if you are not travelling for business purposes.

13.4 Are there any limits to Air New Zealand's liability?

We are only liable for losses a Passenger can actually prove. We are not liable for exemplary, indirect or consequential loss not directly caused by an incident, unless it is covered by International Regulations. For example, if we cancel a flight and a Passenger had non-refundable accommodation, those costs are not a direct loss and will not be repaid by us.

We recommend you arrange travel insurance that covers consequential loss. You may have a claim under your travel insurance policy.

Our Agreement, including its exclusions and limitations of liability, also applies to our Agents, Operators, employees and representatives. The total amount that you can recover from us, our Agents, Operators, employees and representatives will not be more than the total amount of our liability, if any.

Our Agreement does not waive any defence or exclusion of limitation of our liability under International Regulations or any other applicable laws, unless otherwise stated. We reserve all rights of recourse against any other person, including without limitation rights of contribution and indemnity.

13.5 What is a "successive carrier" and how does it impact my claim?

Our liability to you depends on how you bought your ticket and which Airline you are travelling on when the accident, injury or delay occurred. When International Regulations deem travel with us and other Airlines as a single operation under one ticket, each Airline is a "successive carrier".

When we are a successive carrier, we are not liable for those parts of the journey performed by other Airlines. Where we are the actual carrier, we are only liable for an accident causing injury or death that occurs on board the aircraft, or in the process of embarking or disembarking from the aircraft.

14. Timeframes for making a claim or action

If you need to make a claim against us, a time limit applies.

14.1 How long do I have to make a claim or action?

Your right to claim damages ends two years from the date of your travel. That means either:

- when you arrived at your destination, or
- when the aircraft was scheduled to arrive, or

when your travel stopped.

The limitation period depends on the law of the court which hears your case. This is in line with International Regulations.

There are different time limits for making a claim for Damaged Baggage. Please check the Baggage section of this Agreement.

For more information

Baggage claims

15. When and how we give refunds

Sometimes we can't provide the travel you expected and paid for. In some cases, we will be able to refund your costs. This section is all about:

- When we provide refunds
- How much we refund
- How refunds get paid
- Alternatives to refunds
- When we don't provide refunds

15.1 When does Air New Zealand give refunds?

You may be eligible for a refund or partial refund if you purchased a Ticket and we:

- cancelled your flight due to something in our control, and we were unable to book you onto another flight
- delayed your flight and you missed your Air New Zealand connecting flight
- delayed your flight and you had to cancel your trip
- couldn't get you on a flight, even though you had a valid Ticket
- didn't land at the destination, or a stopover, on your Ticket
- significantly changed your flight time and couldn't book you onto another acceptable flight
- couldn't give you a seat in the cabin you paid for.

15.2 How does Air New Zealand calculate refunds?

Your refund will be based on the unused portion of your Ticket.

If your Ticket is unused and the Ticket rules allow it, we will refund the price you paid.

If you have used part of the Ticket, we will refund you the higher amount of:

- the cost of the Ticket from the point where your flight was interrupted, to the final destination on your Ticket
- the difference between your total Ticket cost and the value of the Ticket you have already used.

In both cases this will include any taxes and Airline Charges, less any applicable fees.

Depending on the type of Ticket you hold, any unused portion may have only a small refund value, or no value at all.

15.3 How does Air New Zealand pay refunds?

If you claim a refund, we will need to be sure that you paid for the original Ticket.

If we find you are entitled to a refund, we will attempt to use the same manner and currency you used to pay for the Ticket.

If you paid for your flight using Airpoints Dollars, you will be refunded in Airpoints Dollars. The original expiry date will apply to your refunded Airpoints Dollars.

15.4 Does Air New Zealand refund Taxes and other Charges?

Your Ticket price will include taxes and Charges from third parties, such as airports. You can claim a refund on taxes and Charges we haven't already paid if you do not use your Ticket, even if your Ticket is non-refundable. You cannot claim a refund if we are holding your ticket in credit.

15.5 When does Air New Zealand issue a credit instead of a refund?

Sometimes the cancellation, failure or misconnection is because of circumstances beyond our control. For example, the following circumstances may be beyond our control: a weather event, public health event (including epidemic / pandemic), airport or facility closures, medical emergencies, strike, terrorist act, governmental, regional or local authority restrictions, change in law. In these cases, you may be

entitled to a travel credit instead of a refund, which will be valid for 12 months from the date your Ticket was originally issued (or in certain circumstances an extension may be separately agreed with us). This credit will be for the value of the unused non-refundable part of your Ticket.

We may deduct a reasonable service fee from the credit amount to cover our administration costs.

15.6 Does Air New Zealand have a time limit for refund requests?

Subject to any applicable law, we only provide refunds if you make the request while the Ticket is still valid. See the Ticket section of our Agreement for more information.

15.7 Would Air New Zealand ever refuse to pay me a refund?

There are some cases when we may refuse a request for a refund.

- We will not refund a Ticket you have presented to us or to Government officials as proof you intend to leave a country. We may make an exception if we are satisfied you have been given permission to remain in the country. We may also provide a refund if we are satisfied you are leaving the country by a different means of transport.
- If you were refused travel because of your conduct, we may apply any refund against costs incurred by us as a result of your conduct.
- If we had to cancel, re-route or reschedule a flight due to your medical emergency, we may apply any refund towards the costs of the flight disruption.

15.8 Who should I contact about a refund?

Refunds are made either by the Airline that originally issued the Ticket, or its Agent.

If you booked your travel through a travel agent, contact them first and they will be able to advise you on refunds. This includes online bookings made on websites other than ours.

If you booked directly with us on our website or by phone, you can request your refund online, call Reservations on 0800 737 000 or email refunds@airnz.co.nz.

16.Definitions

These are the terms we use in our Agreement. When these defined terms appear, we capitalise them (Like This) to make it clear that we mean the definition set out here.

Agreement

The Conditions of Carriage between you and us.

Agent

An authorised licensed sales or travel agent who represents us in the sale of flights on our services.

Air New Zealand Flight

A flight operated by Air New Zealand and identified by its Airline Designator Code NZ.

Airline

Any air carrier.

Airline Designator Code

A two- or three-character code which identifies Airlines. Air New Zealand's code is NZ.

Baggage

Your personal property accompanying you on your trip. It includes your Checked-in and Carry-on Baggage.

Baggage Allowance

The amount of Carry-on Baggage and Checked-in Baggage you may carry without additional charge on our services.

Baggage Check

The Check-in Baggage receipt issued by us or on our behalf for the carriage of your Checked-in Baggage.

Boarding Pass

The paper or electronic document issued to you at check-in which entitles you to board and occupy a specified seat on the aircraft.

Carry-on Baggage

Your Baggage which accompanies you in the aircraft cabin. It does not include your Checked-in Baggage.

Charges

The Ticket price, including but not limited to fares, charges fees, taxes or other costs associated with your Ticket purchase.

Checked-in Baggage

Baggage for which we have issued a Baggage Check and Tag which we stow on the aircraft for you. It does not include your Carry-on Baggage.

Check-in Deadline

The latest time the Airline specified you must have completed check-in and received your Boarding Pass by.

Code Share Flight

A flight operated by an Airline other than us on which we issue a Ticket showing our name or Air New Zealand Flight as the Airline.

Conjunction Ticket

A Ticket issued to you in connection with another Ticket which together constitute a single contract of carriage.

Damage

The death, wounding, or other bodily injury of a Passenger, OR the destruction, loss, partial loss, theft of or other damage to Baggage, arising out of or in connection with travel by air or other services incidental to the travel by air performed either by us or a Related Operator.

Day

A full calendar day. For the purposes of notification, the day the notice is dispatched is not counted. For the purposes of Ticket validity, the day the Ticket is issued is not counted.

Electronic Ticket

The electronic coupon, "E-Ticket" or record of your Ticket made by us or an inAgent, which is held in our reservations system.

European Union (EU)

Those states which are for the time being members of the European Union as established by the Treaty of Rome 1957 (as subsequently amended).

Excess Baggage

Any Checked-in Baggage in excess of the applicable Baggage Allowance for Checked-in Baggage.

Flight Coupon

A part of the Ticket (electronic or paper) that indicates the departure and arrival points for a single journey or each leg of a journey.

Important Notices

The notices accompanying an Electronic Ticket.

International Travel

Journeys between two or more countries and includes any flights within those countries that are combined with an international flights.

Itinerary

A receipt, document or documents we issue to a Passenger travelling on an Electronic Ticket that contains the passenger's name, travel details and notices.

International Regulations

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999 (the Montreal Convention), the Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Warsaw on 12 October 1929 (the Warsaw Convention), the European Union Regulation 261 / 2004 and any other applicable international laws or regulations.

Our Operators

Related Operators and Code Share Flights.

Passenger

A person with a Ticket who is carried or is to be carried on an aircraft, except members of the operating crew.

Personal Information

Information about you, your preferences, your journey or your transaction with us.

Prohibited Items

Firearms, weapons, ammunition and any other dangerous or restricted items.

Person

A natural person.

Related Operator

A subsidiary of Air New Zealand Limited which is an air operator operating domestic New Zealand or Trans-Tasman flights on behalf of Air New Zealand Limited.

Special Drawing Right (or SDR)

A unit of value administered by the International Monetary Fund (IMF). As of 25 November 2019, 1 SDR is equal to AU\$2.02 or NZ\$2.14. Just like foreign exchange rates, this will fluctuate. In our Agreement we calculate the value of one (1) SDR based on the most recently published IMF rate.

Stopover

An agreed break in your journey at a point between the place of departure and the place of destination.

Tag

The Airline's baggage identification tag attached to each item of Checked-in Baggage for the purpose of identification.

Ticket

Either a document or Electronic Ticket, and where relevant Conjunction Ticket issued by us or on our behalf by an Agent. It includes our Conditions of Carriage and all terms, conditions and important notices attached to the Ticket.

Conditions of Carriage

The terms and conditions contained in this Conditions of Carriage and includes the conditions set out in your Ticket.

our Agreement

The Conditions of Carriage between you and us.

we, our, ourselves or us

Air New Zealand Limited and includes where relevant its Agents or Our Operators.

you, your or yourself

The Passenger.