



nautical
MILES

Terms & Conditions

1. Definitions

- 1.1 "Conditions" means these Terms and Conditions of Membership, as may be amended from time to time at the sole discretion of Interislander and without notice.
- 1.2 "General Conditions of Carriage for Interislander" means the conditions from time to time designated by the Interislander as applying to its services as published on its website.
- 1.3 "Interislander" means KiwiRail Limited
- 1.4 "Member" means a Member of Nautical Miles and "membership" has a corresponding meaning.
- 1.5 "Membership Card" means the means of identification of Members adopted by Interislander (whether by card or otherwise).
- 1.6 "Nautical Miles" means the frequent traveller rewards programme marketed by Interislander.
- 1.7 "Nautical Dollars" means the points earned by a member by traveling Interislander, and which may, at the sole discretion of Interislander, be used to redeem travel services with Interislander.
- 1.8 "Rewards" means any rewards which, as a result of membership of Nautical Miles, members may receive.
- 1.9 "Rules" means any rules published by Interislander from time to time in relation to the Nautical Miles.
- 1.10 "Retail Fare" means a fare type which is freely available and advertised to the general public.
- 1.11 "Blackout periods" include any period during which Interislander (at its sole discretion) determines that certain Nautical Miles Privileges will not be available.

2. Introduction

- 2.1 These Conditions and any Rules published from time to time by Interislander in relation to Nautical Miles govern all aspects of the the Nautical Miles Programme.
- 2.2 In the event of any conflict between these Conditions, Nautical Miles Rules, and General Conditions of Carriage for Interislander, the General Conditions of Carriage will prevail.
- 2.3 Interislander shall attempt to advise Members of any changes in either the Conditions or the Nautical Miles Rules but shall not be liable in any way for any failure to do so.
- 2.4 Every effort has been made to ensure the information provided in Nautical Miles brochures is correct. However, Interislander accepts no responsibility for any inaccuracy or misdescription.

3. Changes to, or cancellation of the Programme

- 3.1 Interislander reserves the right at all times to make changes to these Conditions and any Rules including those relating to:
 - Nautical Dollars
 - Nautical Dollars accrual rates
 - Blackout periods
 - Expiry of earned points
 - Ticketing procedures
 - Membership fees
 - Continued availability of Nautical Miles Privileges; and
 - Continued existence of Nautical Miles and/or of Nautical Dollars
- 3.2 Changes may be made by Interislander at any time, without notice, at its sole discretion.

4. Termination

- 4.1 Interislander expressly reserves the right to terminate or materially alter Nautical Miles at any time, without notice.
- 4.2 Interislander shall not be liable for any member's accumulated Nautical Dollars. In the event of termination or other material alteration to the Nautical Miles Programme, Nautical Dollars may also be terminated or extinguished.
- 4.3 Interislander gives no warranty as to the continuing availability of Nautical Dollars, or any other Nautical Miles Privilege.

5. Abuses of the Programme

- 5.1 Any failure to comply with these Conditions or Rules whether intentional or otherwise may at Interislander's sole discretion result in termination of membership and/or cancellation of Nautical Dollars or other benefits.
- 5.2 It is a breach of these Conditions for any Member in the opinion of Interislander to:
 - Abuse any of the Privileges accorded to him or her as a result of membership of the Nautical Miles Programme
 - Act in a way which is likely to be detrimental to the interests of Nautical Miles or Interislander
 - Supply or attempt to supply misleading information, or make any misrepresentation to Nautical Miles, Interislander or any partner in or affiliate of the programme.

6. Membership

- 6.1 Application for membership of Nautical Miles is open to all persons over 18 years of age. Membership is personal to the Member and is not transferable.
- 6.2 Membership and Nautical Miles privileges are offered at the discretion of Interislander and Interislander has the right to accept or reject any application for Membership without giving reasons.
- 6.3 Membership of Nautical Miles is personal to the Member and is not transferable.
- 6.4 If a Membership is not renewed, Nautical Dollars may still be redeemed for travel up to their expiry date but other Nautical Miles privileges will cease as at the renewal date.
- 6.5 Member Information is held by Interislander. Details held include:
 - Member's name and address
 - Member's birth date
 - Member's contact details (phone, address, email). This information will be used by Interislander to provide the Rewards and may also be used by Interislander for marketing purposes, planning, product development and research. Each member consents to the collection and use of their personal information in the manner set out.
- 6.6 The Member will notify Interislander promptly of any change of address.
- 6.7 Membership is terminated on the death or bankruptcy of a Member. Neither in these cases nor in any other circumstances is any portion of the Membership Fee refundable.
- 6.8 Any and all tax liabilities and other duties arising from the use of privileges are and remain the sole responsibility of the Member and Interislander gives no warranty or assurance in relation to such tax or other duty.
- 6.9 Members may terminate their membership at any time by giving notice in writing to Interislander. No portion of the Membership Fee is refundable to the Member.

7. Acceptance

- 7.1 The use by a Member of his or her Membership Account shall be taken as acceptance of these Conditions of membership of Nautical Miles.
- 7.2 Interislander requires the Member to produce personal identification at any time whilst ticketing or traveling. The Membership Card remains the property of Interislander and must be returned on demand. If the Card is lost or stolen the Member agrees to notify Interislander immediately in writing.

8. How to accrue and use Nautical Dollars

- 8.1 Please quote your membership number when making a booking
- 8.2 Nautical Dollars will be earned by a Member according to a percentage (determined by Interislander from time to time) of the value of a Retail Based Fare on Interislander services purchased by the Member from time to time.
- 8.3 Fares other than Retail Based fares do not earn Nautical Dollars. Examples of Fares that are excluded are Interislander packages, staff fares, and CV rates.
- 8.4 Nautical Dollars will not be earned by a Member in relation to travel that has been purchased using Nautical Dollars.
- 8.5 Membership Cards, along with another form of ID, are to be shown when checking in or at any other time when claiming travel privileges.
- 8.6 Please keep your ticket as receipt of travel.
- 8.7 Nautical Dollars are redeemed through the Nautical Miles Secretary.
- 8.8 All travel privileges are subject to availability.
- 8.9 Nautical Dollar redemptions may not be available for travel during Blackout Periods as advised by Interislander.

9. Terms and Conditions of Nautical Dollars

- 9.1 Nautical Dollars expire 24 months after the Nautical Miles membership has expired.
- 9.2 Nautical Dollars can only be redeemed for travel when the number of Nautical Dollars accumulated equal or exceed the full value of the retail based fare for the journey requested.
- 9.3 Only fares applicable to traveling Members and their designated vehicles will earn Nautical Dollars.
- 9.4 Tickets redeemed with Nautical Dollars are non-refundable, non-upgradeable and cannot be reissued.

10. Privileges

- 10.1 The Privileges available to Members are set out in the Member's Guide provided to Members. Privileges are not transferable.
- 10.2 Interislander does not guarantee or warrant the Privileges will be available at any time or place. Interislander is not liable for any loss, expense or damage arising from the provision or non-provision, whether in whole or in part, of any of the Privileges.