



1. Introduction:

1.1 - These Terms and Conditions form the basis of the EmeraldEXPLORER loyalty program (Program). Every Member is subject to these terms and conditions. We ask that you read them carefully. Please visit EmeraldWaterways.co.nz if you have any questions on these Terms and Conditions.

1.2 - Use of your Membership Number signifies your acceptance of the current Terms and Conditions of the Program.

1.3 - These Terms and Conditions are effective as at the date of publication and may be amended from time to time. Members should refer to EmeraldWaterways.co.nz for the most up to date Terms and Conditions.

1.4 - Subject to all applicable laws, Emerald Waterways may terminate the Program at any time without any on-going liability or responsibility to the Member with regards to the Program.

1.5 - All interpretations of these membership Terms and Conditions shall be at the sole discretion of Emerald Waterways.

1.6 - EmeraldEXPLORER is a separate program to the Explorer program operated by Evergreen Tours and Scenic Club operated by Scenic. Individuals may have membership of all programs. Benefits are not interchangeable or transferable between programs.

1.7 – Emerald Waterways membership, points and loyalty levels cannot be transferred between countries.

2. Definitions

In these Terms and Conditions, the following words and expressions shall have the meanings as defined below unless the context otherwise requires:

- **Card** means an electronic card issued by Emerald Waterways to identify the Member as a participant of the Program.
- **Member** means a person who has been admitted by Emerald Waterways as a participant in the Program and is being recognised as a participant for the time being.
- **Membership** means the participation of a Member in the Program.
- **Membership Number** is the unique number allocated by Emerald Waterways to each Member..
- **Program** means the EmeraldEXPLORER loyalty program.
- **Program Partner** means an entity with which Emerald Waterways has entered into an agreement to provide goods and or services to a Member under an arrangement with the Program Partner.
- **Terms and Conditions** means the Terms and Conditions of the Program as set out here and as may be changed from time to time by Emerald Waterways, at its discretion, subject to all applicable laws.
- **Tour** means a fully paid brochured product branded as Emerald Waterways and which is of a duration of at least seven (7) tour and/or cruise days.

- **Tour Days** means a fully paid day of touring or cruising on a brochured tour which includes an overnight stay. Additional paid days that form part of the Emerald Waterways booking count towards Tour Days. Complimentary, bonus, unpaid nights including but not limited to being part of a tour, Member benefits are not included in Tour Days.
- **Travel** means each time the individual departs from home for travel with Emerald Waterways.

3. Membership cost

3.1 - Membership of the EmeraldEXPLORER Program is free of charge.

4. Membership eligibility

4.1 – EmeraldEXPLORER Silver Membership and it's corresponding benefits are automatic after an individual has completed paid travel with Emerald Waterways. Members will normally be eMailed a Membership Card and related material within 4 weeks of qualification.

4.2 – EmeraldEXPLORER Membership is calculated based on a standard “points per day” system (140 points per day) with bonus points received if travelling in specific accommodation on a wholly owned Emerald Waterways river ship. Cruises that are not fully owned and operated by Emerald Waterways or fully chartered by Emerald Waterways ie Russia river cruises, will earn 100 EmeraldEXPLORER points per day irrespective of the cabin category travelled.

For and trips of 6 days or less members will receive points towards status but no other EmeraldEXPLORER tier benefits such as luggage. Full details of the latest points system can be found at EmeraldWaterways.co.nz.

4.3 - EmeraldEXPLORER Gold Membership is automatic after an individual has earned 5,000 EmeraldEXPLORER Points in their lifetime.

Members will normally be eMailed their Gold Membership Card and related material within 4 weeks of qualification.

4.4 – EmeraldEXPLORER Diamond Membership is automatic after an individual has earned 10,000 EmeraldEXPLORER Points in their lifetime.

Members will normally be eMailed their Diamond Membership Card and related material within 4 weeks of qualification.

4.5 – EmeraldEXPLORER Platinum Membership is automatic after an individual has earned 25,000 EmeraldEXPLORER Points in their lifetime.

Members will normally be eMailed their Platinum Membership Card and related material within 4 weeks of qualification.

4.6 - If a person who receives a Membership kit does not wish to be a member of the Program, they should return the Membership Card to Emerald Waterways indicating this is the case.

4.7 - Membership is individual and non-transferable. Where more than one person in a household qualifies for Membership, each will receive individual Membership.

4.8 - Employees of Emerald Waterways or its associated companies are not eligible to participate in the Program.

4.9 - Travel industry professionals and their associates who travel on a discounted tour because of their position in the travel industry will not have that tour count to membership or tier status.

4.10 - Immediate or extended family or friends of employees of Emerald Waterways and associated companies who travel on a discounted tour because of their association with the employee or industry will generally not have that tour count towards membership or tier status.

4.11 - Individuals who fall under clause 4.8, 4.9 or 4.10 should check prior to booking if any planned Tour would count towards membership or tier status.

4.12 – Emerald Waterways may at its own discretion threshold an individual into any membership level it may wish.

5. Membership Card and Membership Number

5.1 - Members will receive an electronic Membership Card. Each Card will have a unique Membership Number. Members should keep their Card secure.

5.2 - The electronic Card and Membership Number is not transferable and must not be given to other individuals to secure benefits from the Program.

5.3 - It is the Member's responsibility to ensure that their Membership Number is included in any and all of their bookings, either made via a travel agent or directly with Emerald Waterways in order that they may receive the benefits of Membership.

5.4 - If the electronic Card is lost or identity stolen the Member will immediately advise Emerald Waterways.

5.5 - If a Member cannot remember their Membership Number they may contact Emerald Waterways. They will be asked to provide information to confirm their identity, and following satisfactory replies to Emerald Waterways, they will be reminded of their Membership Number.

5.6 – Emerald Waterways shall be entitled to assume that any person that purports to be a Member and provides (whether in person or through an electronic, telecommunications or other media) the Membership Number to Emerald Waterways is in fact the Member. Emerald Waterways shall be entitled to reveal to any such person any and all information relating to their Membership and Membership bookings, and treat and act on any request of such a person with respect to any other matter regarding the Program without taking any further steps to verify the identity of the person.

6. Period of Membership

6.1 - The Period of Membership of the Program is from the date of enrolment by the Member until either terminated by the Member or Emerald Waterways as set out below or upon the death of the Member.

7. Misuse and termination of Membership

7.1 - Either the Member or Emerald Waterways may terminate membership of a Member at any time and without cause upon reasonable notice to each other.

7.2 - Fraud or abuse concerning the Membership and/or privileges and benefits is subject to appropriate administrative and/or legal action by Emerald Waterways.

7.3 - Nothing in these Terms and Conditions of Membership shall limit Emerald Waterways in the exercise of any legal or equitable rights and remedies.

7.4 - Subject to applicable laws, Emerald Waterways will not be liable for any loss or damage whatsoever suffered by any Member as a result of termination, suspension or cancellation of Membership.

8. Program benefits

8.1 – Emerald Waterways does not guarantee or warrant that any or all of the Program benefits will be available at all times and in all countries or locations. Certain Program benefits may not be able to be provided because of local government, operational or other reasons and where this applies an alternative benefit is not offered: for example in some countries local regulations will not allow the offer of an extra nights stay therefore, operationally it may not be possible for an individual to stay an extra night when the group needs to travel together such as on a chartered aircraft. Emerald Waterways reserves the right to change, modify, limit or cancel any of the Program benefits at any time or as they apply to any country or region at any time. Should a Member not take up an available Program benefit or the benefit is not available at the time, an alternative benefit is not offered. Member Benefits are not transferable or can not be redeemed for cash or any other benefit.

8.2 – Silver, Gold, Diamond and Platinum Members will receive Membership benefits according to their tier of Membership.

8.3 - Members do not qualify for Program benefits of Membership or tier of Membership until after they have returned home from their qualifying tour and received their appropriate Membership Card in the mail or electronically. However, where a member completes back-to-back tours without returning home between tours, and they qualify for higher tier membership during the first tour, they may be able to access the higher benefits for the subsequent back-to-back tours. Members should check at the time of booking if any such additional benefits will apply to their subsequent back-to-back tours.

8.3 – For full details of the latest benefits per tier, please visit EmeraldWaterways.co.nz.

8.4 - Members may receive from time to time Special Member Offers for Emerald Waterways which are not available to non-members.

8.5 - Special Members can select from an extend range of luggage and gift vouchers that may be applicable to your tier. You need to make your selection no later than six weeks prior to departure by visiting Trip Personaliser at tp.scenicglobal.com or your travel agent. If no selection is made you will receive a luggage selection at Emerald Waterways discretion.

8.5 - Member communications and Member only competitions: From time to time Members may receive EmeraldEXPLORER emails or SMS's. These may include competitions which are only available for Members.

8.6 - Program Partners: The Program may include offers to members from time to time from third party entities other than Emerald Waterways. These offers are accepted by Emerald Waterways in good faith as to the appropriateness of the offer for Members and the ability of the third party to deliver in accordance with any offer they make. Emerald Waterways accepts no responsibility or liability whatsoever with regard any matter that may arise between the Member and third party in relation to any offer that a third party has made through the Program.

9. Local laws and possible tax liability

9.1 - The Program and Member's entitlements to any benefits under the Program are subject to all laws applicable to Emerald Waterways and to the Member which restrict, prohibit or limit the scope or extent of the Program or any benefits or privileges.

9.2 - Should any benefits under the Program be subject to tax liability it (including disclosure connected with the receipt or use of the Program) is the responsibility of the Member.

10. Assignment

10.1 - A Member cannot assign its rights under these Terms and Conditions at any time. Emerald Waterways reserves the right to assign the Terms and Conditions at any time without consent.

11. Notices/Contact Details

Any Member wishing to contact Emerald Waterways or any communication or notice to be given under these Terms and Conditions may be delivered personally or by pre-paid post transmission to the following address of Emerald Waterways: EmeraldEXPLORER, Level 1, Stanbeth & Excelsior Building, 28 Customs Street, Auckland

12. Governing Law and jurisdiction

12.1 - The Terms and Conditions of Membership of the Program are governed and will be construed in accordance with the laws of New Zealand.

Updated: 19.06.2019