

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on October 23, 2018

### By

- (1) Air New Zealand Limited ("Air NZ"), a company organised under the laws of New Zealand with a principal place of business at 185 Fanshawe Street, Auckland 1010, New Zealand; and
- (2) Visit California, a company organised under the laws of USA with its registered office at 555 Capitol Mall, Suite 1100, Sacramento, CA 95814.

### Introduction

- (A) Air NZ and Visit California have been in discussions regarding working together to engage in certain mutually beneficial business arrangements.
- (B) The purpose of this MOU is to set out the framework for the working relationship between Air NZ and Visit California in relation to the Cooperative Arrangements.

### It is agreed

#### 1. Objectives

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- 1.1 Air NZ and Visit California will endeavour to identify opportunities to work together to;
  - Raise the profile for California as a world-class destination across Air NZ priority markets (New Zealand, United Kingdom and Australia).
  - Increase visits to California from priority markets, resulting in increased passengers on Air New Zealand and increased visitation to California.
- 1.2 The Cooperative Arrangements are intended to be non-exclusive. Neither Air NZ nor Visit California shall be prevented from entering or continuing any business or activity similar to Cooperative Arrangements with any other party.
- 1.3 Both Air NZ and Visit California may, where reasonable, involve third party organisations, in cooperative marketing activity (as further described in clause 2.1(b) below) (Cooperative Marketing Activity).
- 1.4 Both parties will attempt to co-ordinate the alignment / participation and engagement of Air New Zealand's Alliance Airline partners in any activity as detailed in the Annex to this MOU.
- 1.5 This MOU applies regionally in principle but allows for flexibility for the Parties' offshore offices to tailor the specifics of their cooperation in local markets and regions.

#### 2. Areas of Cooperation

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- 2.1 The following constitute (without limitation) the areas of cooperation that Air NZ and Visit California will seek to undertake, subject to each Party's commercial judgement and applicable legal requirements:
  - (a) Trade marketing, including;

- investigating opportunities for trade familiarisations and trade incentives
  - Jointly hosting trade media
  - Partnerships at agreed trade events
  - Trade education programmes
- (b) Consumer promotions, including:
- Investigating opportunities to integrate Visit California key messaging within Air New Zealand consumer campaigns
  - Visit California promotions and offers targeted at Air New Zealand passengers travelling to California
  - Development of Air New Zealand employee offers
- d) Promotion of California via Air New Zealand's communication channels, including Kia ora magazine and Loyalty communications
- e) Cooperative media campaign activity (print, social, digital, B2B, B2C etc)
- f) Reporting metrics and processes for mutual campaigns and marketing initiatives

2.2 The areas of cooperation currently planned between Visit California and Air NZ are included in Schedule 2 of this MOU.

### **3. Development of Cooperative Marketing Activity**

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- 3.1 Visit California and Air NZ each should appoint one (1) overall Contact Manager to coordinate and supervise this Agreement and to review the working relationship between the parties on an annual basis. The Contact Manager for Visit California and Air NZ is shown in Schedule 1 of this MOU.
- 3.2 The Parties intend to hold biannual meetings at the regional level to identify opportunities to undertake Cooperative Marketing Activity. The contacts for Visit California and Air NZ in each offshore region are shown in Schedule 1 of this MOU.

### **4. Status of MOU**

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- 4.1 While this MOU is a sincere reflection of Air NZ's and Visit California's intentions, no provision of this MOU (other than clauses 5 and 6) shall be legally binding or to create any legal liability or give rise to claim of any kind.
- 4.2 Visit California and Air NZ understand that any and all costs and expenses incurred shall, separately and individually, be the responsibility of the party incurring the costs and/or expenses.

4.3 Nothing contained in this MOU nor anything done by the parties shall create a contract, a joint venture, partnership or agency relationship between the parties and neither party shall represent that it is the joint venturer, the partner or the agent of the other party, nor incur debts on behalf of nor pledge the credit of the other party.

Acknowledged as a non-binding Memorandum of Understanding:

**Air New Zealand Limited by**

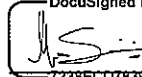


\_\_\_\_\_  
Title: Regional General Manager, Direct & Market  
Development

\_\_\_\_\_  
Print Name: Jeremy O'Brien

**Visit California by**

DocuSigned by:



\_\_\_\_\_  
Title: Chief Operating Officer

\_\_\_\_\_  
Print Name: Matthew Sabbatini

## Confidentiality and Licensing Agreement

This Confidentiality and Licensing Agreement ("Agreement") is made on October 23, 2018

### By

- (1) Air New Zealand Limited ("Air NZ"), a company organised under the laws of New Zealand with a principal place of business at 185 Fanshawe Street, Auckland 1010, New Zealand; and
- (2) Visit California, a company organised under the laws of USA with its registered office at 555 Capitol Mall, Suite 1100, Sacramento, CA 95814.

### Introduction

- (A) Air NZ and Visit California have been in discussions regarding working together to engage in certain mutually beneficial business arrangements.
- (B) The parties' have expressed their goals in a non-binding statement identified as a Memorandum of Understanding ("MOU") in order set out the framework for the working relationship between Air NZ and Visit California in relation to the Cooperative Arrangements.

## 1. Confidentiality

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- 1.1 Each party (the **Recipient**) must keep any oral or written information (the **Confidential Information**) in respect of this Agreement or negotiations preceding this Agreement including all information relating to the current or future business interests, methodologies or affairs of either party (except where at the time of execution of this Agreement, that information is in the public domain or subsequently enters the public domain through no fault of the Recipient) provided by or on behalf of the other party (the **Provider**) in the strictest confidence and shall be responsible for maintaining the confidentiality of the Confidential Information and must not at any time, without the prior written consent of the Provider:
  - (a) in any way use the Confidential Information or any knowledge that it may acquire as a result of receiving the Confidential Information for any purpose other than the purpose for which it was disclosed; or
  - (b) Directly or indirectly disclose, distribute or allow to be disclosed or distributed the Confidential Information to any person except to the extent:
    - (i) Required by law, the rules or regulations of any regulatory authority having jurisdiction over the Recipient or the rules or regulations of any relevant stock exchange;
    - (ii) That the Confidential Information is or becomes available in the public domain without breach by a party of its confidentiality obligations under this clause or at law; or
    - (iii) That the information is independently acquired or developed by the Recipient without the use of benefit of any of the Confidential Information.
- 1.2 The Recipient may disclose the Confidential Information to its directors, contractors and employees, but only if the director, contractor or employee is bound by obligations of

confidentiality on the same terms as this clause and only to the extent necessary to enable the director, contractor or employee to evaluate the Confidential Information.

## 2. Trademarks

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- 2.1 Air NZ agrees to submit to Visit California for its approval, all advertising and promotional material containing references to Visit California trademarks before it is published or distributed.
- 2.2 Visit California agrees to submit to Air NZ for its approval, all advertising and promotional material containing references to Air NZ's trademarks before it is published or distributed. Visit California agrees to comply with Air NZ's brand guidelines (a copy of which will be provided by Air NZ).

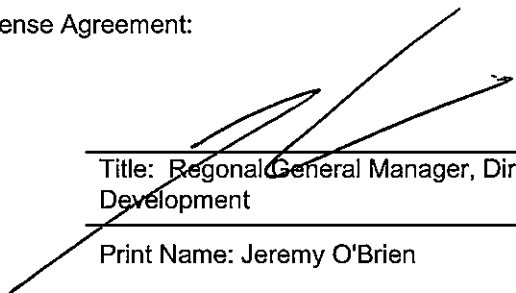
## 3. Governing Law

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- 3.1 This Agreement and formal documentation resulting from it shall be governed by the laws of New Zealand.

Agreement to this Confidentiality and License Agreement:

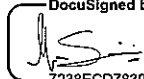
**Air New Zealand Limited by**



Title: Regional General Manager, Direct & Market Development

Print Name: Jeremy O'Brien

**Visit California by**

DocuSigned by:  
  
7238E0D72303438

Title: Chief Operating Officer

Print Name: Mtthew Sabbatini

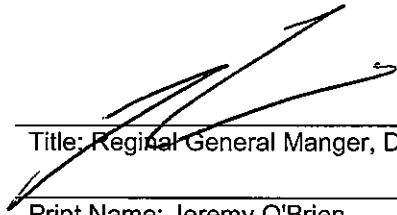
## 4.

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## Execution

Executed as an agreement for

**Air New Zealand Limited** by



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Title: Regional General Manger, Direct & Market Development

Print Name: Jeremy O'Brien

**Visit California** by

DocuSigned by:  
  
7238E5CD78303438

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Title: Chief Operating Officer

Print Name: Matthew Sabbatini

**Schedule 1      Key Contacts for Development of Cooperative Marketing Activity**

	Air New Zealand	Visit California
Partnership Contact	Delwyn Mitchell Market Development Auckland  Delwyn.mitchell@airnz.co.nz	
Regional Contacts		
United Kingdom	Nishi Prasad Market Development Manager London  Nishi.prasad@airnz.co.nz	
New Zealand	Helen Bosley Manager Market Development International (NZL)  Helen.Bosley@airnz.co.nz	
Australia	Nicole Scott Manager Market Development Australia  Nicole.Scott@airnz.co.nz	

**Schedule 2 Proposed areas of cooperation at date of signing the MOU**

<b>Region</b>	<b>Proposed Activity</b>
New Zealand	Biannual Planning Workshops Consumer Campaigns – digital Access to special offers database, reaching 900,000 targeted NZ consumers Destination Awareness: Development of bespoke Air NZ content 'Inspire' Kia ora magazine content Trade Education – famils, trade education programmes, Trade partner Expos, Fairs <i>Air New Zealand Partnership \$150K per annum contribution to Consumer Campaigns</i>
United Kingdom	Biannual Planning Workshops Consumer Campaigns Trade Education – famils, trade education programmes. <i>Air New Zealand Partnership GBP170K per annum</i>
Australia	Biannual Planning Workshops Consumer Campaigns x 2 annually Kidafornia – activation or paid ATL campaign Trade Education – famils, trade education programmes <i>Air New Zealand Partnership AUD280K per annum</i>

**Reporting Metrics**

To be defined by in-market teams.