
DIVIDEND REINVESTMENT PLAN OFFER DOCUMENT

Tourism Holdings Limited



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thl has established a Dividend Reinvestment Plan, which offers you the opportunity to reinvest the net proceeds of cash dividends payable on some or all of your existing **thl** shares in additional fully paid shares.

This Offer Document explains how the Plan works. Participation in the Plan is optional.

This is an important document. You should read the whole document before making any decisions. If you have any doubts as to what you should do, please consult your broker, financial, investment or other professional advisor.

Key Features

Shares instead of dividends

The Plan gives you, as a holder of Tourism Holdings Limited ordinary shares, the opportunity to reinvest the net proceeds of cash dividends payable on your **thl** shares in additional fully paid **thl** shares. This provides a convenient method for you to increase your investment in **thl** free of any brokerage charges.

Eligibility

You are eligible to participate in the Plan if you hold shares and you have a registered address in New Zealand or Australia.

Full or Partial Participation

You can choose to participate in the Plan in respect of some or all of your **thl** shares. Your participation in the Plan will be effective immediately upon you making your Participation Election online at <https://investorcentre.linkmarketservices.co.nz> or on receipt by the **thl**'s Share Registrar of your Participation Notice, provided that any such notice received after 5.00pm on the Record Date will be effective for the next following Record Date.

Participation in the Plan is optional and you can join at any time.

If you do not wish to participate in the Plan, you do not need to do anything. If you do not participate in the Plan you will receive in cash any dividends paid on all of your **thl** shares.

Flexible Variation and Withdrawal Arrangements

You can choose to vary your participation in the Plan or withdraw from the Plan at any time either online at <https://investorcentre.linkmarketservices.co.nz> or by sending a new Participation Notice to the Share Registrar (in the case of variation) or a written notice of termination to the Share Registrar (in the case of withdrawal). Any notice will take effect on receipt by the Share Registrar, provided that any such notice received after 5.00pm on the Record Date will be effective for the next following Record Date.

Issue Price

Shares issued under the Plan will be issued at the Strike Price. The Strike Price will be calculated as the volume weighted average sale price for a **thl** share based on all trades of **thl** shares on the NZX Main Board over a period of five trading days immediately following the relevant Record Date (subject to adjustment by **thl** for any exceptional or unusual circumstances), less a discount (if any) as determined by the Board. Any discount will be announced by **thl** no later than 10 trading days prior to the relevant Record Date.

Shares Rank Equally

Shares issued under the Plan will rank equally in all respects with each other and with all other **thl** shares on issue at that date.

Dividend Reinvestment Plan

1. Introduction

- 1.1 This Offer Document has been prepared as at 10 March 2017 and contains the terms and conditions of the Plan.
- 1.2 This Offer Document is issued in compliance with the exclusion for dividend reinvestment plans contained in Schedule 1 to the Financial Markets Conduct Act 2013. Accordingly, no product disclosure statement is required in respect of the Plan.
- 1.3 Subject to clauses 3 and 4, the Plan is available to you if you are the holder of ordinary shares in **thl**.
- 1.4 Under the Plan, you may elect to reinvest the net proceeds of cash dividends payable on all or some of your fully paid **thl** shares by acquiring Additional Shares.
- 1.5 Further information about **thl**, including its current dividend policy, can be found in the Investors section of its website at www.thlonline.com.

2. Available options

- 2.1 You may elect to participate in the Plan by exercising one of the following options:
 - (a) **Full Participation** - If you choose full participation, the Plan will apply to the net cash dividends payable from time to time in respect of all **thl** shares registered in your name at the relevant Record Date.
 - (b) **Partial Participation** - If you choose partial participation, the Plan will only apply to the net cash dividends payable from time to time in respect of your nominated percentage of **thl** shares registered in your name at the relevant Record Date. If this percentage does not give rise to a whole number of shares then the number of shares in respect of which your participation in the Plan will apply will be rounded down to the nearest whole number. The Board may specify a minimum percentage for partial participation.
- 2.2 If you do not wish to participate in the Plan and instead wish to receive any dividends payable in respect of your **thl** shares from time to time in cash, then you do not need to do anything.

3. Overseas Shareholders

- 3.1 **thl** may, in its absolute discretion, elect not to offer participation in the Plan to shareholders whose address is outside New Zealand if **thl** considers that to do so would risk breaching the laws of any other relevant jurisdiction and it would be unduly onerous to ensure that the laws of those jurisdictions are complied with.
- 3.2 As at the date of this Offer Document, the Board, in its discretion, has elected not to offer participation under the Plan to shareholders whose addresses in **thl**'s share register are outside New Zealand and Australia.
- 3.3 If you do not reside in New Zealand or Australia and you participate in the Plan through a New Zealand or Australian resident nominee, you will be deemed to represent and warrant to **thl** that you can lawfully participate in the Plan through your nominee. **thl** accepts no responsibility for determining whether any person is able to participate in the Plan under laws applicable outside of New Zealand or any other jurisdiction in respect of which the Plan is made available.

4. Exclusion where Liens or Charges over Shares

- 4.1 If you hold any **thl** shares over which **thl** has a lien or charge, those **thl** shares will not be eligible to participate in the Plan.

5. Participation Election

- 5.1 To participate in the Plan you must make a Participation Election in one of the following ways:

- (a) **Online Election** - by visiting the website of **thl**'s Share Registrar at <https://investorcentre.linkmarketservices.co.nz>

Select "THL – TOURISM HOLDINGS LIMITED" as the issuer from the dropdown box on the page. You will be required to enter your CSN/Holder Number and FIN before you can make your Participation Election. Once you have entered these details, you should click "Payment and Tax", then "Reinvestment Plans", and tick the applicable box to participate in the Plan. If you make an online election, you will be required to confirm that you have read, understood and complied with the terms and conditions of the Plan; or

- (b) **Participation Notice** - by completing a Participation Notice in a form provided by **thl** from time to time in accordance with the instructions on that notice and sending the completed Participation Notice to **thl**'s Share Registrar at:

Mail: Link Market Services Limited
PO Box 91976
Auckland 1142
New Zealand

Scan and email:
operations@linkmarketservices.co.nz

Fax: +64 9 375 5990

or such other person or address as **thl** may determine from time to time.

- 5.2 You can make your Participation Election at any time while this Plan is in effect by following the steps in clause 5.1. Participation Notices can be obtained from **thl**'s Share Registrar at any time.
- 5.3 The Record Date for determining your entitlement to Additional Shares under the Plan is 5:00pm on the date fixed by **thl** for determining entitlements to dividends payable on **thl** shares. To be eligible to participate in the Plan in respect of a dividend, a properly completed Online Election or Participation Notice must be received by **thl**'s Share Registrar by no later than 5.00pm on the relevant Record Date for that dividend.
- 5.4 If your Participation Election does not specify your degree of participation in the Plan but is otherwise correctly completed, you will be deemed to have chosen full participation.
- 5.5 **thl** may accept or reject a Participation Election that is not properly completed or signed, and correct any error in, or omission from, a Participation Election, before acceptance under the Plan.

6. Operation of the Plan

- 6.1 Each Participant in the Plan is deemed to have directed **thl** to apply the net cash dividend, if any, that is available for payment in respect of their Participating Shares at the Record Date as payment for the Additional Shares to be issued or transferred under the Plan. The number of Additional Shares will be determined in accordance with clause 8 of this Offer Document.
- 6.2 **thl** will, on the day that a Participant would otherwise have been paid a cash dividend on Participating Shares of **thl**, either issue new shares or arrange a transfer of existing shares to the Participant, subject to the rights of termination, suspension and modification set out in clause 12.

- 6.3 Additional Shares will, from the date of issue or transfer, rank equally in all respects with each other and with all other fully paid ordinary shares in **thl** on issue as at that date. Additional Shares will be registered in the name of the Participant on **thl**'s share register. Any Additional Shares which may be issued under the Plan have been accepted for quotation by NZX Limited and will be quoted on completion of the allotment process. NZX Limited accepts no responsibility for any statement in this Offer Document.

7. Additional Share Entitlement

- 7.1 If you choose to participate in the Plan, the number of Additional Shares you will be allotted will be calculated in accordance with the following formula:

$$N = \frac{PS \times D}{\text{Strike Price}}$$

Where:

N is the number of Additional Shares you will receive (with fractional entitlements rounded down to the nearest whole number).

PS is the number of your Participating Shares in the Plan registered in your name at the relevant Record Date.

D is the net proceeds of cash dividends paid per **thl** share by **thl** (expressed in cents and fractions of cents, including any applicable supplementary dividends in respect of Participating Shares payable to non-resident shareholders but excluding any tax credits and after deduction of any withholding or other taxes, if any).

Strike Price is the volume weighted average sale prices in New Zealand dollars (expressed in cents and fractions of cents) for **thl** shares calculated on all trades of **thl** shares which take place through the NZX Main Board over the period of five trading days immediately following the relevant Record Date, less a percentage discount (if any) determined by the Board in its absolute discretion. If no sales of **thl** shares occur during those five trading days, then Strike Price will be deemed to be the sale price for a **thl** share on the first sale on the NZX Main Board after such period. The price so determined pursuant to this clause 7.1 may be varied at the discretion of the Board as set out in clause 7.2.

- 7.2 Any Strike Price determined under clause 7.1 may be reasonably adjusted by the Board to allow for any bonus issue or dividend or other distribution expectation. If, in the opinion of the Board, any exceptional or unusual circumstances (including any unusual or irregular trades) have artificially affected the Strike Price so determined, the Board may make such adjustment to that price as it considers reasonable. The determination of the Strike Price by the Board will be binding on all participants in the Plan.

8. Share Price Information Publicly Available

- 8.1 **thl** will ensure that at the time the Strike Price is set under clause 7 it will have no information that is not publicly available that would, or would be likely to, have a material adverse effect on the realisable price of the Shares if it was publicly available (**material information**). **thl** may suspend the Plan in respect of a dividend in any case where it is not able to ensure that material information has been made publicly available by disclosure to the NZX Main Board.

9. Compliance with Laws, Listing Rules and Constitution

- 9.1 The Plan will not operate to the extent that the issue or transfer of Additional Shares under the Plan would breach any applicable law, the NZX Main Board Listing Rules or any provision of **thl**'s constitution.
- 9.2 If, for any reason, **thl** cannot allot your Additional Shares, the relevant dividend on your Participating Shares will be paid or distributed to you in the same manner as to shareholders not participating in the Plan and at the same time as the dividends are paid to those shareholders. You will not be paid interest on any such payment.

10. Source of Additional Shares

- 10.1 Additional Shares may, at the Board's discretion, be:
- (a) new fully paid ordinary shares issued by **thl**;
 - (b) existing fully paid ordinary shares in **thl** acquired by **thl** or a nominee or agent of **thl**; or
 - (c) any combination of (a) and (b) above.

11. Statements

- 11.1 If you choose to participate in the Plan, **thl** will in accordance with the NZX Main Board Listing Rules send a statement to your address or email address (if you have elected to receive communications electronically) as set out in **thl**'s share register detailing:
- (a) the number of your Participating Shares as at the Record Date;
 - (b) the amount of your cash dividend reinvested in Additional Shares and the amount paid in respect of any of your Shares that are not participating in the Plan (if applicable);
 - (c) the Strike Price and number of Additional Shares you were allotted under the Plan;

- (d) the amount of any tax deductions or withholdings, imputations or other taxation credits in respect of the cash dividend; and
- (e) such other matters required by law with respect to dividends and/or reinvestment.

12. Termination, Suspension and Modification by *thl*

- 12.1 The Board may, in its sole discretion, at any time:
- (a) terminate, suspend or modify the Plan. If the Plan is modified, a Participation Election will be deemed to be a Participation Election under the modified Plan unless you withdraw or modify your Participation Election in accordance with clause 14;
 - (b) suspend the operation of the Plan so that it will not apply to the whole or part of any dividend and that the dividend or the balance of the dividend, as the case may be, will be paid in cash;
 - (c) determine that in the event of the subdivision, consolidation or reclassification of the *thl* shares into one or more new classes of shares, that a Participation Election will be deemed to be a Participation Election in respect of the shares as subdivided, consolidated or reclassified unless you withdraw or modify your Participation Election in accordance with clause 14;
 - (d) resolve that your Participation Election will cease to be of any effect, for example, if the Participation Notice has been incorrectly completed or is unclear or if the number of Shares you hold is insufficient to enable participation as requested;
 - (e) determine that shareholders in specific jurisdictions outside New Zealand and Australia may participate in the Plan; or
 - (f) determine that Additional Shares may be issued at a discount to the market price of Shares and the amount of any such discount.
- 12.2 No decision by the Board to terminate, suspend or modify the Plan will give rise to any liability for *thl* or the Board, or any right of action for you against *thl* or the Board.

13. Notice

- 13.1 Notice of any modification, suspension or termination under clause 12 will be given via the NZX market announcement platform prior to the Record Date on which any modification, suspension or termination will take effect.

- 13.2 Notwithstanding clauses 12.1 and 12.2, **thl** may at any time, without the need of any notice:
- (a) modify, suspend, or terminate the Plan to comply with any applicable law, the NZX Main Board Listing Rules, or any provision of **thl's** constitution; or
 - (b) make minor amendments to the Plan where such amendments are of an administrative or procedural nature.

14. Variation or Termination

- 14.1 You may at any time:
- (a) increase or decrease your Participating Shares by submitting a new Participation Election in accordance with clause 5.1; or
 - (b) terminate your participation in the Plan by written notice to **thl's** Share Registrar at the address set out in clause 5.1.
- 14.2 Such variation or termination will take effect immediately upon receipt by **thl's** Share Registrar of the written notice, provided that any such notice received after 5.00pm on the Business Day after a Record Date will be effective for the next following Record Date.

15. Partial Dispositions

- 15.1 If your participation in the Plan is a partial participation and you dispose of some of your Participating Shares, then your percentage of **thl** shares that participate in the Plan will remain the same but will only apply to the **thl** shares registered in your name.

16. Dispositions of your **thl** Shares

- 16.1 If you dispose of all of your **thl** shares, you will be deemed to have terminated your participation in the Plan from the date **thl's** Share Registrar registers a transfer of those **thl** shares.

17. Death of Participant

- 17.1 If a Participant dies, participation by that Participant will cease upon receipt by **thl** of a notice of death of the Participant. The death of one of two or more joint Participants will not automatically terminate participation in the Plan.

18. Taxation

- 18.1 As at the date of this Offer Document for New Zealand income tax purposes, shareholders who reinvest the net cash proceeds of their cash dividends in the acquisition of Additional Shares should be treated in the same way with respect to their dividends as if they had not reinvested. This means that, prima facie, shareholders will continue to derive dividend income of the same amount they would have derived had they not participated in the Plan.
- 18.2 The taxation summary above is based on New Zealand taxation laws as at the date of this Offer Document and is, of necessity, general. It does not take into account your individual circumstances and the specific tax consequences of your participation or non-participation in the Plan, which may vary considerably. You should not rely on this general summary but should seek your own tax advice. **thl** does not accept any responsibility for the financial or taxation effects of your participation or non-participation in the Plan. **thl** recommends you obtain professional taxation advice.
- 18.3 None of **thl**, its directors or officers, employees or agents:
- (a) take any responsibility or assume any liability for, or as a consequence of, the tax liabilities of any person in connection with the DRP; or
 - (b) represent or warrant that any person will gain any taxation advantage, or will not incur a taxation liability or disadvantage, as a result of participation in the DRP.

19. Information for Australian Shareholders

- 19.1 The offer of Shares under the Plan does not require disclosure for the purposes of section 708 of the Corporations Act 2001 (Cth). Accordingly, this Offer Document will not be lodged with ASIC.
- 19.2 Australian resident Shareholders should note that **thl** is not licensed to provide financial product advice in relation to the Shares offered under the Plan. There is no cooling-off regime that applies in respect of the issue of Shares under the Plan.

20. Costs

- 20.1 You will not be charged for participation or withdrawal from the Plan. You will not incur any brokerage costs, commissions or other transaction costs on the allotment of your Additional Shares.

21. Listing Rules

- 21.1 The Plan is subject to the NZX Main Board Listing Rules and to any rules for clearing and/or settlement which apply to the NZX Main Board from time to time (together the **Rules**) and in the event of any inconsistency between the Plan and the Rules, the Rules will apply.

22. Governing Law

- 22.1 The Plan and its operation will be governed by the laws of New Zealand.

23. Other Information

- 23.1 You can download an electronic copy of **thl's** most recent annual report and **thl's** most recent financial statements from **thl's** website at www.thlonline.com.
- 23.2 Alternatively, you can request a copy of these documents free of charge by writing to **thl** at the address specified in the Directory to this Offer Document.

Definitions

Additional Shares means the fully paid shares in *thl* to be issued or transferred to you pursuant to the Plan.

Board means *thl*'s board of directors.

Business Day means a day on which NZX is open for trading.

NZX means NZX Limited.

NZX Main Board means the main board equity security market operated by NZX Limited.

Offer Document means this document which sets out the terms and conditions of the Plan pursuant to the Financial Markets Conduct Act 2013 and the Financial Markets Conduct Regulations 2014.

Participating Shares means the *thl* shares held by you on a Record Date in respect of which you have made a valid Participation Election.

Participation Election means your chosen participation in the Plan, made in one of the ways specified in clause 5.1 of this Offer Document.

Participation Notice means the form of participation notice provided by *thl* from time to time.

Plan means *thl*'s Dividend Reinvestment Plan established by the Board on the terms and conditions set out in this Offer Document, as amended from time to time.

Record Date means 5:00pm on the date fixed by *thl* for determining entitlements to dividends payable on Shares.

Share Registrar means Link Market Services Limited.

Strike Price means the price at which Additional Shares will be issued to you, calculated in accordance with clause 7 of this Offer Document.

thl means Tourism Holdings Limited.

***thl* shares** means fully paid ordinary shares in *thl*.

Directory

ISSUER

Tourism Holdings Limited

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Auckland City 1010
New Zealand

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Auckland 1140
New Zealand

Phone: +64 9 336 4299

Email: info@thlnz.co.nz

Website: www.thlonline.com

SHARE REGISTRAR

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Level 11, Deloitte Centre
80 Queen Street
Auckland 1010

PO Box 91976
Auckland 1142
New Zealand

Phone: +64 9 375 5998

Email: enquiries@linkmarketservices.co.nz

Website: www.linkmarketservices.co.nz

LEGAL ADVISORS

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PO Box 3798
Auckland 1140
New Zealand

Phone: +64 9 353 9700

Website: www.minterellison.co.nz

Instructions

You may make your Participation Election, or vary an existing Participation Election, online by visiting <https://investorcentre.linkmarketservices.co.nz>, instead of completing this Participation Notice (refer to clause 5.1 of the Offer Document for further details).

Before completing this Participation Notice, carefully read the Terms and Conditions contained in the Offer Document. If you do not understand the Terms and Conditions, this Participation Notice or if you have any questions about what to do in relation to the Plan, please consult your broker, financial, investment or other professional advisor.

1. Your Details

You should enter the name of the shareholder who wishes to participate in the Plan as recorded in **thl's** share register. For example, if you are a joint shareholder, you should enter the name of all joint shareholders or, if you are applying on behalf of a company, you should enter the name of that company. You must also enter the registered address and CSN for the relevant shareholder. In some cases, the form you receive may already be personalised, in which case you will only need to complete those details which have not been personalised (such as your Participation Election).

2. Participation

- Choose full participation or partial participation in the Plan by ticking the corresponding box.
- If you choose partial participation in the Plan, you must also state the percentage of your Shares that you wish to participate in the Plan.
- Make one application only, whether personally or through a custodian or other nominee shareholder.

3. Certification

I confirm that I wish to apply for the amount of my Shares indicated in this Participation Notice to participate in the Plan, and agree that:

- By applying for participation in the Plan, I acknowledge that I have received the Offer Document containing the Terms and Conditions dated 10 March 2017, and confirm that I have read this Participation Notice and the Offer Document in their entirety. I irrevocably and unconditionally agree to the Terms and Conditions.
- If I am not applying through a New Zealand or Australian resident nominee, I certify that:
 - I currently hold Shares; and
 - I am resident in New Zealand and my registered address is in New Zealand; or
 - my registered address is in Australia.
- If I am applying through a New Zealand or Australian resident nominee, I represent and warrant to **thl** that I can lawfully participate in the Plan through my nominee and I currently hold Shares through my nominee.

4. Execution

You should sign this Participation Notice where indicated.

5. Contact Details

Fill in your daytime telephone number and contact name, as we may need to contact you, for example, if you have not filled in this Participation Notice correctly.

Once complete, you should return your Participation Notice to **thl**'s Share Registrar in one of the following manners:

Mail: Link Market Services Limited, PO Box 91976, Auckland 1142, New Zealand

Scan and email: operations@linkmarketservices.co.nz (please put **thl** DRP in the subject line for easy identification).

Fax: +64 9 375 5990.

Participation Notice

TOURISM HOLDINGS LIMITED – DIVIDEND REINVESTMENT PLAN

YOU SHOULD NOT COMPLETE THIS FORM IF YOU WISH TO RECEIVE ALL OF YOUR DIVIDENDS DECLARED IN CASH

The Dividend Reinvestment Plan Offer Document which this Participation Notice accompanies is important. Terms used in this Participation Notice have the meaning given to them in the Offer Document. If you have any questions in relation to the Plan, please consult your broker, financial, investment or other professional advisor. Please see instructions on page 15 of the Offer Document on how to complete this Participation Notice and where to send it.

thl offers its shareholders the ability to participate in the Plan on the terms set out in the Offer Document dated 10 March 2017. If you wish to participate in the Plan or to vary your participation in the Plan, you should make a Participation Election by completing this form and sending it to **thl's** Share Registrar.

Alternatively, you may make your Participation Election, or vary an existing Participation Election, online by visiting <https://investorcentre.linkmarketservices.co.nz> (refer to clause 5.1 of the Offer Document for further details).

Shareholder Name: _____

(Please provide the exact registered name(s) as it appears on your Security Transaction Statement that your **thl** Shares are held in)

Shareholder's Address: _____

CSN / Holder Number: _____

(You **must** supply your CSN / Holder Number)

I wish to participate in the Plan and request:

Option 1: Full participation (including any future **thl** Shares acquired)

OR

Option 2: Partial participation (state percentage of **thl** Shares to participate in the Plan: _____ %)

Certification

By accepting this offer and participating in the Plan, you are agreeing to the Terms and Conditions set out in the Offer Document and you are providing the certification set out in the instructions for completing this form, under the heading "Certification". Read that section carefully.

Execution*

Holder/Director/Authorised Person

Holder/Director/Authorised Person

Holder/Authorised Person

Date: _____

* If a joint holding all holders must sign.

* If a company is signing, it must be signed on behalf of the company by a person duly authorised for that purpose.

* If this Participation Notice is signed under a power of attorney, a certificate of non-revocation of power of attorney in the usual form must also be submitted with this Participation Notice.

Participation in the Plan will commence on receipt by the **thl's** Share Registrar of your Participation Notice, provided that any such notice received after 5.00pm on the Business Day after a Record Date will be effective for the next following Record Date. Your participation in the Plan will continue to apply until you vary or terminate it by written notice in accordance with the Terms and Conditions of the Plan.

Contact Details: (Please provide your contact details below)

Contact name: _____

Mobile or daytime telephone number: _____

Participation Notice

Tourism Holdings

Limited Dividend

Reinvestment Plan

