

## ***Terms and Conditions – Westpac Stadium Corporate Hospitality Packages***

These Terms and Conditions ("Terms") govern all purchases of Hospitality Packages by a Customer. By clicking Accept, the Customer acknowledges that they have read and accepted these Terms and agrees to be legally bound by them. These Terms should be read in conjunction with the Stadium Entry Conditions and the Ticket Terms and Conditions which shall also apply to all Hospitality Packages.

Any queries regarding these Terms should be directed to the Wellington Regional Stadium Trust ("Trust") before payment is made.

### **1. Interpretation**

1.1 In these Terms, unless the context otherwise requires:

**"Business Day"** means every day that registered trading banks are open for business in Wellington (but excluding Saturdays and Sundays).

**"Caterer"** means the party contracted by the Trust to provide and carry out the catering services at the Stadium for Events.

**"Corporate Facilities"** means the spaces designated for a specific Event for the hosting of Hospitality Packages, including but not limited to the Members Gallery (Level 4), Members Lounge (Level 4), Members Clubroom (Level 3), Box Holders Club Lounge (Level 4) and corporate boxes (Level 4).

**"Customer"** means a person or organisation who requests or purchases a Hospitality Package from the Trust including a request to Ticketek or a purchase via Ticketek's booking process.

**"Event"** means a match, concert or other event or function held at the Stadium other than a private function.

**"Event Day"** means each day on which an Event is held at the Stadium.

**"Guest"** means any person who holds a Ticket and is given access to the Corporate Facilities through the purchase of a Hospitality Package including, for the avoidance of doubt, the Customer.

**"Hirer"** means any person who hires the Stadium to hold an Event which that person conducts or promotes.

**"Hospitality Package"** means a package of benefits which is available for purchase, and which may include any combination of an entry Ticket, and Pass(es) to the Corporate Facilities and/or a dining voucher, as offered for sale by the Trust for an Event in the Trust's sole and absolute discretion from time to time.

**"Intellectual Property"** shall include but shall not be limited to the official logos, emblems or mascots of the Hirer, the Stadium, the Trust or the Event.

**"Pass"** means an access pass provided to Guest by the Trust as part of a Hospitality Package, and which allows a Guest to have access to any or all of the Corporate Facilities for an Event as specified by the Trust.

**"Purchase Price"** means the price payable for the Hospitality Package

**"Stadium"** means the stadium currently known as the Westpac Stadium at Waterloo Quay, Wellington and includes all areas inside the entry gates to the Stadium and including the Fran Wilde Walkway, entry gates and carparks but excluding all areas subject to a tenancy or lease.

**"Stadium Entry Conditions"** means all the policies, statements, notifications, information, rules and conditions of entry to the Stadium as published or notified by the Trust from time to time, including those which are available at <http://westpacstadium.co.nz/visiting-us/entry-conditions>

**"Ticket"** means a ticket allowing entry to an Event as part of a Hospitality Package.

**"Ticketek"** means Ticketek New Zealand Ltd, which for the purpose of the sale of this Hospitality Package is acting as an agent of the Trust.

**"Ticket Terms and Conditions"** means the terms and conditions relating to the purchase and use of a Ticket for an Event.

**"Trust"** means The Wellington Regional Stadium Trust Incorporated and includes any of its employees or authorised personnel.

## **2. Hospitality Package**

- 2.1 The Trust agrees to provide the Hospitality Package to the Customer and Guests subject to these Terms, together with the Stadium Entry Conditions and the Ticket Terms and Conditions.
- 2.2 The Customer's booking is not confirmed until full payment of the package price, plus Ticketek's fees and credit card charges (if any), is received by Ticketek via Ticketek's booking process.

## **3. Restrictions**

- 3.1 Guests shall not identify themselves or their trade, company or business as sponsors of, or in any way affiliated with, the HirerEvent, the Stadium or the Trust.
- 3.2 The purchase of a Hospitality Package does not give a Guest any rights in respect of any Intellectual Property, and a Guest shall not use any Intellectual Property or otherwise associate itself or its business or its name in any manner whatsoever with the Hirer, the Event, the Stadium or the Trust.

3.3 Guests shall not use a Hospitality Package for marketing or promotional purposes.

3.4 The Customer may only use the Hospitality Package as a fundraising prize (with all proceeds going to a registered charity) only with the prior written approval of the Trust, and the Customer shall notify and shall ensure the winner agrees to abide by these Terms, the Stadium Entry Conditions and the Ticket Terms and Conditions

#### **4. Consumer Guarantees Act**

4.1 Nothing in these Terms is intended to limit or restrict any rights that the Customer may have under the Consumer Guarantees Act 1993 except that if the Customer acquires the goods and services supplied under this agreement in trade, then the provisions of the Consumer Guarantees Act 1993 and the Sale of Goods Act 1908 are expressly excluded and will not apply.

4.2 To the greatest extent permitted by Law, the warranties and guarantees set out in the Sale of Goods Act 1908 or implied by common law will not apply and are excluded from these Terms.

#### **5. Refunds, exchanges, replacements**

5.1 Refunds, exchanges and replacements for Hospitality Packages will be governed by the Terms of Ticketek's *Ticketek Online Terms and Conditions*. A Hospitality Package is a "Ticket" for the purposes of those *Ticketek Online Terms and Conditions*.

#### **6. Postponement or Variation of Event**

6.1 Subject to Clause 5 above, the provision of a Hospitality Package at an Event is subject to these Terms, regardless of the date when that Event takes place.

6.2 The Trust reserves the right to add, withdraw or substitute speakers and/or entertainment, and may vary any advertised programme, menu, venue and/or seating arrangement for an Event for arrangements of a similar standard. Advance notice will be provided to the Customer where possible, but the Trust shall have no liability to the Customer or Guests for any failure to notify, and the Trust shall not be obliged to refund any monies paid.

#### **7. No Onselling or Reselling Hospitality Packages**

7.1 Hospitality Packages cannot be onsold, resold or promoted for sale to any third-party in any form, without the prior written approval of the Trust.

7.2 Hospitality Packages cannot be onsold, resold or promoted with any form of travel or transport inclusions without the prior written approval of the Trust.

#### **8. Catering**

8.1 The Trust will contract a Caterer to carry out the catering in the Corporate Facilities. Unless otherwise determined by the Trust, the Caterer shall be responsible for the catering for the whole of the Stadium. The Trust shall take reasonable steps to ensure that the standard of the catering service provided by the Caterer is of an appropriate quality. However the Trust shall

be under no obligation or liability to any Guest for any failure by the Caterer to meet those standards or to comply with any arrangements made with that Guest or to provide a catering service at any time.

- 8.2 The cost of all Guest beverages and any additional catering which is not included within the Hospitality Package shall be the responsibility of the Guest requesting it and paid for at the time of supply, unless otherwise agreed with the Trust or the Caterer in advance.

## 9. Hours

- 9.1 The Trust may, in its sole and absolute discretion, regulate the hours during which Guests shall be entitled to use the Corporate Facilities on an Event Day, and shall endeavour to notify the Customer prior to the Event of any areas which will not be available, and the Customer shall be responsible for notifying and shall procure the full compliance of each Guest. The Trust shall also be entitled to decline access to the Corporate Facilities (or any of them) on any occasion in the interests of safety or to maintain order or for any other reason in the Trust's sole and absolute discretion.

## 10. General Obligations

### Guest Compliance

- 10.1 The Customer shall be responsible for notifying and shall procure the full compliance of each Guest with these Terms, the Stadium Entry Conditions and the Ticket Terms and Conditions.
- 10.2 Each Guest shall at all times comply with the directions and instructions of all authorised personnel including but not limited to Trust employees or authorised personnel, Stadium security personnel, the duty manager of the Caterer, and the Police.
- 10.3 Any breach by the Customer or any Guest of these Terms, the Stadium Entry Conditions or the Ticket Terms and Conditions may result in the cancellation of any or all of the Tickets and Passes, in the Trust's sole and absolute discretion.

### Dress

- 10.4 Each Guest shall, when using the Corporate Facilities, maintain an appropriate standard of dress as specified and enforced by the Trust from time to time in its sole and absolute discretion.

### General Behaviour

- 10.5 Each Guest shall at all times when using the Corporate Facilities behave in a manner that is in accordance with the law, and complies with these Terms, the Stadium Entry Conditions, and the Ticket Terms and Conditions. No Guest shall behave in a manner which is noisy, offensive, harmful or causes nuisance, offence or disturbance to others present or to the functioning of an Event.

### Journalism

- 10.6 No Guest shall, except with the prior written approval of the Trust, permit the Corporate Facilities to be used for the purposes of journalism, sports reporting, photography, radio broadcasting, television or film recording or video taping of any kind, either live or delayed, but this shall not prevent the bona fide taking of photographs, filming or video recording for private and amateur purposes when permitted by the Trust or the Hirer of an Event.

#### Indemnity

- 10.7 Each Guest shall indemnify the Trust from and against any claim in respect of any loss, injury or damage to the Guest's property or person occurring whilst the Guest is at the Stadium.

#### Limitation of Liability

- 10.8 The Customer and each Guest agrees that, to the fullest extent permitted by law (and subject to applicable consumer protection laws), the Trust shall have no liability (in breach of contract, tort, negligence or otherwise, and including direct, indirect, special or consequential loss or damage) to the Customer or any Guest for any injury, loss, accident, failure, breach of warranty or delay through the act, omission or default of the Hirer, Caterer or any other company or person engaged in carrying out any of the arrangements at or for the Hospitality Package or the Event.
- 10.9 The Customer and each Guest shall indemnify and hold harmless the Trust from and against all claims, damages, expenses, liabilities or losses suffered or incurred by the Trust as a result of a breach by the Customer or the Guest of these Terms, the Stadium Entry Conditions, or the Ticket Terms and Conditions, or which arises in any way in connection with the Hospitality Package.

### 11. Failure to comply

- 11.1 If the Trust in its sole and absolute discretion considers that a Guest is acting in breach of these Terms, the Stadium Entry Conditions or the Ticket Terms and Conditions, it may, without limitation, require such Guest forthwith to leave the Stadium and/or Corporate Facilities and/or to forfeit his, her or its Ticket(s), Pass(es) and/or Hospitality Package, and the Trust shall have no liability whatsoever to such Guest or Customer (if applicable) as a result.

### 12. Alteration of Terms

- 12.1 The Trust may at any time in its sole and absolute discretion alter these Terms. The updated Terms shall be published on the Trust's website and Ticketek's website which the Customer and each Guest agrees shall be sufficient notice.