

## CUSTOMER TERMS AND CONDITIONS

### 1. Use of the KiwiTicket Service

- 1.1. These terms and conditions set out the terms and conditions that apply to all tickets you purchase from the KiwiTicket website at [app.kiwiticket.co.nz](http://app.kiwiticket.co.nz) ("**Website**"), and all interactions you have with KiwiTicket ("**KiwiTicket**", "**we**" or "**our**") via the customer portal on our Website. If you purchase a ticket from the Website, or register a customer account with KiwiTicket, you are deemed to have accepted these terms and conditions and agreed to be bound by them. If you are using KiwiTicket services on behalf of others (e.g. purchasing tickets on behalf of a group) you are deemed to have accepted these terms and conditions on their behalf also.
- 1.2. We reserve the right to vary these terms and conditions by giving 30 days notice of amended terms and conditions on our Website. Any variation will be effective from end of the 30 days notice as posted on the Website. On purchasing tickets from the Website after this date, you will be deemed to be bound by the amended terms and conditions.
- 1.3. To create an account with KiwiTicket and purchase tickets you will need a valid email address, and a payment method such as a credit card or apple pay. To access your tickets for admission to events, you'll need a smartphone.

### 2. KiwiTicket is Agent of Promoter for Tickets

- 2.1. We sell tickets as an agent for and on behalf of the Promoter. Any representations made by the Promoter with reference to the event (including but not limited to Content) and any associated claims or complaints are the responsibility of the Promoter and not us.
- 2.2. All tickets are subject to the Promoter's event terms and conditions (if any). Any Promoter's event terms and conditions will be visible when you purchase the tickets. It is your responsibility to ensure that you are familiar with the Promoter's event terms and conditions on behalf of both yourself and any other members of a group you are purchasing for. [
- 2.3. If there is any inconsistency between these terms and conditions and the Promoter's terms and conditions, then these terms and conditions will prevail to the extent of such inconsistency. If our terms and conditions are silent on an issue, the Promoter's terms and conditions will prevail to the extent of any such silence.

### 3. Pricing, Fees, Payment Problems, GST and Currency

- 3.1. The pricing displayed includes fees payable to us, including for our third party payment provider.
- 3.2. We don't set pricing for tickets, the Promoter does this.
- 3.3. KiwiTicket's Website involves an exchange of information with our third party payment provider (Stripe) and your bank. Occasionally your bank may not authorise a transaction- in these instances you need to contact your bank as this is out of our control. Where you purchase a ticket from our Website on a credit card and a chargeback is subsequently issued, you will be liable for both the full ticket price transaction as well as a reasonable administration fee to cover our time and costs.
- 3.4. All ticket prices include GST (if any) and are stated in New Zealand Dollars (NZ\$) unless otherwise stated.

#### **4. Availability, Ticket Limits and Resale**

- 4.1. We do not determine ticket availability or seating locations, as tickets are sold on behalf of Promoters. Tickets for popular events may sell out quickly. We do not control this and will not be liable for it.
- 4.2. Events may be subject to a limited number of tickets that each customer can purchase. This limit will be published as part of the event information. Ticket limits are there to prevent unfair purchasing practices. If we identify any breach of these ticket limits (e.g. when we know or reasonably suspect automated means have been used) then we may cancel the purchase. Using automated means to purchase tickets is prohibited.
- 4.3. Using multiple browser windows to purchase tickets can result in you losing the opportunity to buy tickets e.g. because you failed to complete a ticket purchase within the time set by our system. Currently this is between 15 and 30 minutes, but we reserve the right to change this as we see fit.
- 4.4. No ticket may be resold at a premium, used for advertising, promotion or other commercial purposes without formal written authorisation from KiwiTicket or the Promoter. Any breach of this term will result in you or the ticket holder being refused admission or being ejected from the event, or the ticket(s) being cancelled with no refund. The resale and promotion etc of tickets for events declared as major events is covered by the Major Events Management Act 2007, breach of which can lead to fines.

#### **5. Order Confirmation and Tickets**

- 5.1. When you complete a purchase of a ticket online, you will receive a confirmation email. If you do not receive this email then it is your responsibility to contact us. If you do not inform us that you have not received confirmation, we will be unable to guarantee that your purchase was successful. This may result in you being unable to purchase tickets if the event is sold out.
- 5.2. You can purchase on behalf of others (up to the ticket limits). By purchasing tickets on behalf of others, including minors, you acknowledge that those parties are aware of all terms and conditions relating to their tickets and their entry and attendance at the event. KiwiTicket will not be responsible for settling or getting involved in any disputes between you and the group you buy tickets for, or within that group.
- 5.3. While KiwiTicket takes all reasonable care to ensure that tickets are correctly priced and only available for sale when intended, sometimes errors can occur. KiwiTicket can cancel your purchase in these circumstances, and fully refund the purchase price. We will endeavour to contact you to give you the option to purchase any corrected tickets.
- 5.4. Each ticket is a license granted to you by the Promoter to attend the event. Your contractual relationship is therefore with the Promoter in terms of attendance at the event.
- 5.5. Four hours prior to the event, you can log on to your customer account in KiwiTicket to access a QR code for your ticket. The QR code is your ticket, and Promoters will only accept the live display of a valid QR code on a smartphone at the event as being evidence of your ticket. You cannot present a printed version of the QR code for admission.
- 5.6. You and any people you purchased tickets for must hold a valid ticket to attend the event or you may be refused admission. If you purchased tickets on behalf of others, you have the ability to forward individual tickets (via a link which will generate the QR code in a web browser) to other people you have purchased tickets for. You can recall these tickets right up to the time of admission, or until they are used to gain admission.

#### **6. Admission and COVID-19**

- 6.1. Where your ticket price was based on concessionary pricing (e.g. for students or seniors), valid identification for all concession tickets must be provided upon entry at the event venue. The Promoter may refuse admission if valid identification is not provided.
- 6.2. The Promoter can refuse admission or to eject you as the ticket holder from the event, without compensation to you, in circumstances where the Promoter considers it has cause. This includes (without limitation) where tickets are not valid, where you behave in ways that unreasonably interfere with the enjoyment of the event by others (e.g. by fighting, being abusive or disorderly, hampering the conduct of the event or otherwise), and where you do not comply with the Promoter's terms and conditions.
- 6.3. You must comply with all security requirements of the Promoter and the event venue in relation to your attendance, which may include (without limitation) you and your belongings being searched on entry, and the confiscation of any prohibited items, such as drugs, alcohol, controlled substances, firearms, weapons, cameras and recording devices. Cameras, phones and other recording devices may not be permitted at certain venues.
- 6.4. The Promoter reserves the right to add, withdraw or replace any artist or performer, and to amend the event program, including date(s), location, venue capacity and/or seating arrangements.
- 6.5. You should not attend an event if you feel unwell, particularly if your symptoms correspond to typical symptoms of COVID-19 as advised from time to time by the Ministry of Health, and you should also encourage any other members of your group to do likewise.
- 6.6. If you have bought tickets on behalf of others:
  - 6.6.1. you are responsible for knowing the contact details of those other people and making them available to the Ministry of Health for contact tracing should the Ministry of Health require this;
  - 6.6.2. you must download and use the NZ Covid Tracer App (or another similar app) at the event, and encourage others in your group to do likewise.

## **7. Refunds and cancellations**

- 7.1. Occasionally, events are cancelled, postponed or relocated by the Promoter due to circumstances beyond their control, such as weather conditions. Should this occur, any refund for your ticket(s) will take place in accordance with our Refunds Policy.
- 7.2. From time to time KiwiTicket, with the agreement with a Promoter, may grant a refund in extenuating circumstances at their sole discretion. If you wish to be considered for a refund please provide a written summary of your request to KiwiTicket by emailing help@kiwiticket.co.nz no later than 7 days following the event.

## **8. Limitation of Liability**

- 8.1. We will not be liable for any loss of any kind arising out of your attendance at an event. Any liability arising is a matter between you and the Promoter. Some events carry a heightened risk of injury (such as sports events) and by attending an event you assume those risks.
- 8.2. To the fullest extent permitted by law, we:
  - 8.2.1. exclude all responsibility and liability in relation to the event; and
  - 8.2.2. exclude responsible and liability for any loss, injury or damage however caused (including to any person or property), including under contract, tort, statute, product liability or otherwise, whether it is direct or indirect, special, incidental or consequential, and whether it results from your use of our Service or the Website, your use of or the inability

to use the tickets, the cancellation or postponement of any event, or for any other reason whatsoever;  
provided that nothing in this clause is intended to limit the liability of KiwiTicket or a Promoter for breach of the Consumer Guarantees Act 1993 or Fair Trading Act 1986 or any consumer rights that cannot be limited under New Zealand law.

## **9. Privacy**

9.1. Your privacy is important to us. Our [Privacy Notice](#) contains important information about what personal information we collect about you, how we use it, and who we share it with (amongst other things). You should read and familiarise yourself with it.

## **10. Accuracy of information and use of Service**

- 10.1. You are asked to provide a minimum amount of information to set up a KiwiTicket account and buy tickets. You must provide valid and correct information. You must be at least 13 years of age to create an account and you must be a human. If you're under 13 you may only use the KiwiTicket service under the supervision of a parent or guardian.
- 10.2. If you no longer want to have an account with KiwiTicket you can cancel it by emailing [help@kiwiticket.co.nz](mailto:help@kiwiticket.co.nz). Please note this means you will no longer be able to purchase or use tickets through KiwiTicket.
- 10.3.** If you use a credit card or debit card to purchase tickets, you represent to KiwiTicket that the card is yours or that the cardholder has given you authority to use it for purchasing tickets. If this subsequently comes into doubt KiwiTicket can cancel your ticket purchase and may also take actions set out below under '**Violations of these terms and conditions**'.
- 10.4. If the Promoter requires a minimum age to purchase a ticket, or provides ticket deals or discounts based on age or status (e.g. student membership) then if you buy them you must be the relevant age or have the relevant status.
- 10.5. You are responsible for maintaining the accuracy of the information you provide and the security of your account and password. You must tell us immediately if you think there has been an unauthorised use of your account. You are responsible for everything that happens on your account.
- 10.6. If you and another person dispute account ownership, KiwiTicket will decide in its sole discretion who owns the account.
- 10.7. You must not hack into the Website or KiwiTicket service or use a robot, spider or similar automated device or process to set up an account and/ or use them.
- 10.8. You must not use the Website or service in a way that imposes an unreasonably large burden on our infrastructure (e.g. you spam our service, use a large amount of bandwidth) or interferes with or disrupts the proper working of the Website or our service.
- 10.9. If you're interacting with our people, or a Promoter, be kind. If you're abusive, threatening or obscene, we'll consider that a violation of these terms and conditions (see below).
- 10.10. The Website, the KiwiTicket name and any Content are protected by intellectual property rights. You can only view the Website and Content for personal use only and can't use it for anything else including commercial purposes (such as copying, reproducing, publishing, distributing, creating merchandise, reselling tickets, advertising).

## **11. Exclusion of service guarantees**

11.1. KiwiTicket does not promise that the Website and its service will be error-free, virus-free, uninterrupted, timely, meet your requirements or that it will provide specific results from any use of it. The Website and service are delivered on an "as is, where is" basis. Nothing in this

clause is intended to limit the liability of KiwiTicket for breach of the Consumer Guarantees Act 1993 or Fair Trading Act 1986 or any consumer rights that cannot be limited under New Zealand law.

- 11.2. From time to time the Website may link to other websites, sometimes without our control. We don't control, endorse or make any representations about them and won't be held responsible for your use of them. This is the case even for websites associated with Promoters.
- 11.3. KiwiTicket can modify or discontinue its service at any time, without notice and without liability to you. However, we'll try to give reasonable notice where we can.

## **12. Violations of these terms and conditions**

- 12.1. If you don't fully comply with these terms and conditions, KiwiTicket reserves the right to:
  - 12.1.1. Cancel your tickets without a refund;
  - 12.1.2. Stop you from using its service in the future (either temporarily or permanently);
  - 12.1.3. If required by law, disclose information about you and your use of the Website to the Police or any relevant law enforcement body for investigation.
- 12.2. Even if we terminate your account or any part of the KiwiTicket service, relevant provisions of these terms and conditions that are intended to survive will continue- KiwiTicket is Agent of Promoter for Tickets, Limitation of liability, Accuracy of information and use of Service, Exclusion of service guarantees, Governing law and assignment.

## **13. Contacting each other**

- 13.1. If we need to contact you for any reason, we'll use the email address associated with your account.
- 13.2. If you need to contact us, you can do so at [help@kiwiticket.co.nz](mailto:help@kiwiticket.co.nz).

## **14. Governing law and assignment**

- 14.1. The laws of New Zealand govern these terms and conditions. These laws will apply no matter where you live.
- 14.2. We can freely assign our rights and obligations under these terms and conditions without your consent, including to any purchaser of our service or assets.

## **15. Definitions**

- 15.1. "**Content**" means any information, data, text, graphics, images etc that are displayed on the Website from time to time.
- 15.2. "**Promoter**" refers to the party presenting the event. This may include, but is not limited to, a promoter, producer, team, band or venue.
- 15.3. "**You**" and "**your**" are all references to you, as the KiwiTicket Service user, purchaser of the ticket and/or attendee of the event.