

Pacific Four Series 2022 - Terms and Conditions

These Pacific Four Series 2022 Ticket Terms and Conditions (“**Conditions**”) govern all Tickets issued for the Pacific Four Series 2022 (“**Tournament**”) and the subsequent admission to any Venue to attend any Match or Match Day of the Tournament. All Tickets are issued by New Zealand Rugby Union Incorporated (“**NZR**”), the Tournament organising committee, pursuant to authority granted by World Rugby Tournaments Limited (“**WRTL**”). Any person who purchases, possesses and/or uses or attempts to use any Ticket shall be deemed to have accepted, and agreed to comply with, these Conditions..

1. These Conditions are deemed to incorporate the rules and regulations of Ticketek and the venue at which the Match is played (“**Venue**”). In case of any conflict between these Conditions and such rules and regulations, these Conditions will prevail. In the case of any conflict or contradiction between these Conditions and any abbreviated form set out on each Ticket (in whatever format, whether physical or digital), these Conditions will prevail.
2. Tickets may only be purchased through NZR (directly or via Ticketek), official corporate hospitality agents and official travel agents appointed by NZR, or through any other sale or transfer mechanism authorised in writing by NZR. A full list of official appointed agents or authorised channels is available on www.allblacks.com/tickets. The original Ticket Holder is responsible for ensuring anyone they provide a ticket to is fully aware of and complies with these Conditions.
3. NZR may place a limit on the number of Tickets that may be purchased for a Match or Match Day whether in a single transaction or a series of transactions, per person, per payment card and/or per household, and reserves the right to cancel without refund or compensation of any kind Tickets purchased in excess of the stated limit.
4. Any breach of any Condition may, in addition to any other remedy NZR may have, and even if the holder of the Ticket did not have notice of the Condition or the breach, result in refusal of entry, eviction/expulsion from the Venue, cancellation or voiding of the Ticket and the cancellation of any other Tickets held or purchased for the Tournament without refund or compensation of any kind. In addition, NZR and/or WRTL may impose sanctions including, but not limited to, banning or prohibiting the original purchaser from purchasing future Tickets, tickets to future NZR and/or WRTL matches or refusing to sell or supply Tickets (or any other tickets to NZR and/or WRTL matches) in future to persons found to have breached these Conditions. All Tickets remain the property of NZR and/or WRTL. In the event of a breach of any of these Conditions, Tickets will, upon request of NZR or any Authorised Person, be delivered up to NZR or that Authorised Person (as appropriate). Such actions are without prejudice to other remedies which may include a fine and/or legal action.
5. Ticket Holders will be obliged, upon request, to give an explanation as to how, from whom and from where their Tickets have been obtained.
6. It is an essential condition of issuance of Tickets and the right of admission to the Match and/or Match Day conferred on the Ticket Holder that Tickets must not be and have not been:
 - a. offered, provided, resold or transferred for a value greater than the original sale price;
 - b. advertised or offered for resale or transfer publicly (including on any website, social media site or other public forum or elsewhere);
 - c. used in relation to any promotional or commercial purposes (including any competitions, advertising, promotion or as a prize in any competition or sweepstake whether for a business or a charity or otherwise) or to enhance the demand for any other goods or services or as part of a hospitality or travel package;
 - d. transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or
 - e. bundled with any other goods or services (including as part of any hospitality, entertainment, accommodation or travel package or service), without NZR's and/or WRTL's prior written consent.

WARNING: Any Ticket that is (or NZR reasonably believes is intended to be) altered or otherwise fraudulently dealt with, offered for sale, sold, transferred or provided in breach of these Conditions may be cancelled by NZR without notice and any Ticket Holder seeking to use the Ticket may be refused entry without refund or compensation of any kind.
7. Entry to the Venue will only be authorised upon presentation of a valid Ticket and, upon request, proof of identity with valid photograph and signature. One Ticket will be required for each person, regardless of age; provided, an infant under the age of three years old at the time of the Match who will view the Match on an adult's lap and does not require a seat, may enter the Venue without a Ticket (limited to one such infant per adult). Ticket Holders must comply with the security protocols in place at the Venue as well as any applicable health and safety or security regulations.
8. Each Ticket will, subject always to these Conditions, provide admission to a specified Venue for a specified Match Day, with one or more Matches occurring during such Match Day. Ticket Holders leaving the Venue at any time during the Match Day will be required to have their Tickets scanned out by gate staff in order to be allowed back into the Venue. The conditions applicable to readmission to the Venue shall be the same as those applicable to first admission of the Venue as set out in these Conditions.
9. Entrance to the Venue will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving, or considered likely to behave, violently, harmfully or contrary to public order. Any person noticeably under the influence of alcohol, narcotics, or any behaviour-modifying substance, or to any person behaving, or considered likely to behave, violently, harmfully, or contrary to public order within the Venue will be ejected.
10. Ticket Holders agree that it is an essential condition of issuance of Tickets and the right of admission to the Match conferred on the Ticket Holder that any person at, or entering, the Venue is, without limitation, expressly prohibited from:
 - a. holding or bringing any prohibited or restricted items (to be assessed at the discretion of stewards, security, safety personnel and/or any other persons legally authorised to take such steps at the Venue (“**Authorised Persons**”)) including, without limitation, bottles, glass, cans, weapons, fireworks, hard cool boxes, compressed gas containers, flares, air horns, smoke bombs and flag sticks; alcohol

and/or illegal substances; political, religious, offensive or race-related banners, signs, slogans or materials; any unmanned aerial vehicles and/or any other flying objects generally known as drones; and items that are dangerous, may be used as a weapon or may interfere with the enjoyment, comfort or safety of other persons or security at the Venue (“**Prohibited Items**”);

- b. using, possessing or holding promotional or commercial objects and materials, engaging in any ambush marketing (or holding or bringing any items, objects, signs or materials which NZR, WRTL or any Authorised Person believe are intended to be used for the purposes of ambush marketing), gambling (or assisting any gambling activity), conducting any commercial activity, offering (either for free or for sale), selling or possessing goods with intent to sell such as drinks, food, souvenirs, clothes, promotional and/or commercial items, without prior written approval of NZR. All such items, or other Prohibited Items, may be removed or confiscated (temporarily or for destruction) by the Authorised Persons;
 - c. engaging in disruptive or dangerous behaviour including, without limitation propelling, throwing, casting, thrusting or firing any objects, engaging in or instigating violence, racism or xenophobia, behaving in a way that others may interpret as provocative, threatening, discriminatory, abusive or offensive, creating any threat to the life or safety of themselves or others, or harming another person in any way whatsoever, climbing lighting masts, fences, roofs and other apparatus or constructions, or standing on seats;
 - d. entering or circulating in restricted access areas or other areas where that person is not permitted, including the playing enclosure; and
 - e. entering or attending where that person is banned by competent authorities or sports governing bodies, from attending rugby matches, receiving Tickets, entering the Venue or remaining at the Venue.
11. Any person attending a Match or Match Day acknowledges that his/her presence and/or movement in and around the Venue is at his/her own risk and that to the maximum extent permitted by law, NZR, WRTL, Authorised Persons or any other relevant body cannot be held liable for any loss and/or harm, including but not limited to bodily or mental harm, personal property damage or loss, or any other loss and/or harm arising from and/or occurring during attendance at the Venue, and without limitation to the foregoing, no claim, complaint or proceeding will be brought by Ticket Holders in relation to the foregoing.
 12. Ticket Holders will indemnify and hold NZR, WRTL, Authorised Persons or any other relevant body harmless from and against all damages and liabilities suffered or incurred in connection with, resulting from, or arising out of, a breach of these Conditions.
 13. For the purpose of safety, security and checking compliance with these Conditions, all persons attending a Match or Match Day shall, if requested by any Authorised Persons, co-operate by:
 - a. producing a valid Ticket and proof of identity with valid photograph and signature;
 - b. submitting to a search of possessions and/or body checks for the purposes of locating and removing Prohibited Items;
 - c. relocating to an alternative seat/location if required by such personnel for operational reasons; and
 - d. complying with the instructions and guidelines of such personnel.
 14. Ticket Holders acknowledge that they are individually responsible for their own property and there is no storage available at Venues.
 15. All sales or other issuance of Tickets is final and non-refundable save where required by applicable New Zealand law or where specifically provided otherwise in these Conditions. NZR reserves the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged, defaced, forged, altered in any way or is unreadable, irretrievable via an electronic device due to battery or data issues etc, or incomplete.
 16. Photographs or any other recording of sound or images taken within the Venue may be used only for personal, private non-commercial purposes. It is forbidden to disseminate over the Internet, radio, television or any other current and/or future media, any sound, image, description, or result and/or statistics of the Match in whole or in part, or assist any other person(s) conducting such activities. Making, or distribution of, broadcasts, commentary, news reports or statistics (by any means in any format or media including any such content made, recorded or captured in still or moving form by mobile phone or other wireless device) is also forbidden.
 17. Any person attending a Match or Match Day:
 - a. acknowledges that broadcasters may be operating drones (remotely piloted aircraft systems) in and around the Venue;
 - b. acknowledges that it is likely to be recorded in a number of media and publicly disseminated;
 - c. agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness whilst at the Venue, by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies;
 - d. waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such broadcasting, transmission or dissemination in any media;
 - e. acknowledges and agrees that WRTL is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound or images taken within a Venue (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and
 - f. hereby unconditionally and irrevocably grants to WRTL a perpetual, exclusive, freely assignable and royalty-free and worldwide licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder within a Venue in breach of paragraph 16 of these Conditions..
 18. NZR and/or WRTL reserves the right to cancel Matches and/or Match Days or make alterations to the times, dates and Venues of Matches and/or Match Days or other details

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governed by any Ticket in the event of unforeseen or other circumstances, including without limitation, force majeure, safety and security concerns or decisions from any other competent authority. In the event of such alteration, NZR and/or WRTL will not be liable to the Ticket Holder or any other person for any loss resulting from such change. In the event that any Match and/or Match Day is cancelled or Ticket Holders are not permitted to attend the Match and/or Match Day. Any entitlement to a refund or compensation to which a Ticket Holder may be entitled (which in any event shall not exceed the face-value of the Ticket) shall be strictly governed by the refund/compensation process which is outlined in Ticketek's Terms and Conditions of Sale, available at (<https://premier.ticketek.co.nz/Content/buyers/termsofsale.aspx>).

19. The Ticket Holder agrees that their personal information provided to NZR and/or WRTL by the Ticket purchaser and any other Ticket Holder may be processed and stored by NZR and/or WRTL as necessary for the performing of the contract evidenced by these Conditions, including for the purposes of the implementation of these Conditions and for administration, communication, enforcement and access control purposes related to the Tournament. Ticket purchasers and other Ticket holders, acknowledge, understand and agrees that NZR and/or WRTL may provide their personal information to an affiliate and/or an appointed ticketing agent in connection with such purposes. The Ticket purchaser has a right of access to, and correction of, his/her personal information.
20. Any information requests should be addressed to: ticketing@nzrugby.co.nz or Ticketing Manager, New Zealand Rugby, PO Box 2172, Wellington, New Zealand.
21. In the event that any provision(s) of these Conditions be declared void, ineffective or unenforceable by any competent court, the remainder of these Conditions will remain in effect as if such void, ineffective or unenforceable provision(s) had not been included.
22. NZR reserves the right to make amendments to these Conditions from time to time, which updated version will be available at www.allblacks.com and, upon request, from NZR, at the address set out in paragraph 20 above.
23. These Conditions will be governed by and interpreted in accordance with the laws of New Zealand. All disputes arising from or related to these Conditions will be submitted to the competent Court in New Zealand. Nevertheless, NZR reserves the right to pursue any legal proceeding in the competent courts at the defendant's domicile.

Special terms and conditions relating to COVID-19:

24. The original Ticket Holder is responsible for knowing the contact details of anyone they provide a ticket to (including their full name, contact email and contact phone number). In the event that a Ticket Holder is contacted directly by the New Zealand Ministry of Health for the purposes of contact tracing, they must make these details available to the New Zealand Ministry of Health for that purpose.
25. All Ticket Holders must commit to stopping the spread of COVID-19. Ticket Holders may not, and the original Ticket Holder is responsible for ensuring that neither they, nor anyone they provide a ticket to, attend the Match if they have COVID-19, if they are displaying any symptoms of COVID-19, if they are awaiting results from a COVID-19 test, if they are subject to the isolation period as stipulated by the New Zealand Ministry of Health or if they are feeling unwell.
26. If Ticket Holders are not permitted to attend the Match or Match Day or the Match or Match Day is cancelled as a consequence of COVID-19 restrictions, the refund/compensation process set out in paragraph 18 of these Conditions shall apply.
27. In addition, if a Ticket Holder is currently sick with COVID-19 or feeling unwell and has been tested for COVID-19 a request for a refund can be made in accordance with the refund/compensation process set out in paragraph 18 of these Conditions.
28. Note: refunds will only be provided to the original Ticket Holder who purchased through official channels (i.e. direct from NZR or from Ticketek, official corporate hospitality agent and official travel agents) and NZR and/or WRTL shall not be liable to the Ticket Holder or any other person for any other cost, expense or loss including, for example, any associated travel and accommodation costs.

For the purposes of these Conditions, "Ticket(s)" means a ticket/tickets giving right of entrance to a particular Match at a particular Venue in accordance with the information stated thereon; "Ticket Holder" means any individual holding or who has held, a Ticket, including without limitation, the person to whom the Ticket was issued; "Tournament" means the Pacific Four Series 2022; "Match" means the match forming part of the Tournament, the particulars of which are detailed on the Ticket; and "Match Day" means, in respect of a relevant Ticket, the day on which each Match detailed on such Ticket is scheduled to take place at the Venue specified on such Ticket.