# Terms & Conditions

**Covid-19:** The parties acknowledge that, as at the time of purchase, there is a respiratory outbreak caused by Covid-19 that is impacting New Zealand. The parties agree that where it is impossible or impractical for the performances to take place due to any cause or event in connection with Covid-19 pandemic that is not reasonably within the control of the promoter, then the Performance will be cancelled and the parties will have no further liability to each other, the ticket purchaser will be refunded any monies paid to the promoter less any booking fees paid to the ticket agent and credit card fees paid to the ticket purchasers bank.

**Events company:** This is event is run by XXXXX.

**Terms and Conditions are Binding:** Tickets to the Event are sold or given and admission to the Event is granted on the express condition that you are bound by these Event Terms and Conditions and any other rules and regulations issued by the Promoter (Event T+Cs). By purchasing an Event ticket you agree to be bound to the Event T+Cs.

**Directions of Event Staff:**You must follow the reasonable directions of Event staff as required and comply with the law at all times during the Event.

**Proof of Age:**This event is an 18+ event. You must have valid proof of age photo ID to gain entry into the Event Site.

Persons under the age of 18 years will be denied entry. The Promoter reserves the right to evict any underage person(or persons unable to provide valid proof of age photo ID).

**Event Tickets:**

Entry to the Event Site will be granted with presentation of:

- a valid bar-coded ticket; or

- a valid bar-coded print-at-home PDF ticket; or

- a valid bar-coded Passbook ticket (electronic ticket on mobile device),

issued by an Authorised Ticketing Agency, to be exchanged for a wristband upon entry.

Your Event wristband must be worn at all times during the Event – failure to do so may result in your eviction from the Event Site without refund.

Event wristbands removed from wrists or tampered with will be rendered invalid and will not be replaced. Damaged or defaced Event tickets or wristbands will not be accepted.

An Authorised Ticketing Agency means each of: (1) Flicket Ltd (Flicket); and (2) any independent ticketing outlet as authorised and approved by the Promoter.

Lost Tickets or Wristbands: replacement is not available for lost, destroyed or stolen Event tickets unless proof of purchase is presented.

**Ticket Restrictions:**You agree not to re-sell Event tickets contrary to applicable laws. Event tickets may not, without the prior written consent of Promoter;

- be re-sold or offered for resale at a premium (including via online auction sites) or;

- used for advertising, promotion or other commercial purposes (including competitions and trade promotions)

or;

- used to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer.

If an Event ticket is used in breach of this condition, the Event ticket may be cancelled without a refund and the bearer

of the Event ticket may be refused admission. The Promoter will use reasonable efforts to notify you of such action.

**Ticket Purchase Limits:**The Promoter reserves the right to enforce published ticket purchase limits and cancel any tickets obtained above said limits in any one transaction or by any one customer. If you exceed the stated ticket limit, you may have all or any of your order and tickets cancelled without notice by Promoter in its discretion. This includes orders associated with the same name, email address, billing address, credit card number or other information.

**Search on Entry:**It is a condition of entry to the Event Site that a search of you and/or your possessions be required at the time of entry to the Event Site. If you do not consent to such searches, you may be denied entry to the Event Site without refund. Prohibited Items include but are not limited to the list of items at the end of these Event T+Cs and any Prohibited Items will be confiscated. Confiscated items will not be returned, replaced or reimbursed and proceeds from confiscated items (if any) will be donated to a charity. Promoter reserves the right to refuse entry to any persons.

**Smoking Policy:**Venues and stages on and within the Event Site may operate a No Smoking policy and you must comply with any such policy.

**Photographing and/or Recording of the Event by You:** personal digital cameras are permitted at the Event. SLR cameras are permitted but professional photography equipment (eg telephoto lenses; any lens over 20cm; any detachable lens) is not permitted without Promoter-issued media accreditation. Event staff will determine in their discretion whether equipment is considered to be professional photography equipment. Photos of artists and/or the Event are permitted only on the basis that:

1. images are only used for private and personal use; and

2. images cannot be made available for sale and/or public display.

Recording or filming the Event is strictly prohibited.

Promoter reserves the right to confiscate and/or delete any footage, recordings and/or photos created by unauthorised

or prohibited recording, filming or photography.

Recording and Photography of the Event by Promoter: you consent to be included in official photography, film and sound recordings of the Event and for these recordings to be used by Promoter and/or any of its authorised representatives and contractors in any medium or context without further authorisation by, or compensation to you.

**Restricted Capacity:** You acknowledge that there may be restricted capacities at some of the Event’s stages or venues. Once the maximum capacity is reached in these areas there will be no further admissions. Your purchase of a ticket to the Event does not guarantee admission to these areas in such cases.

**No Animals:** animals are not permitted at the Event Site. Service animals are permitted.

**No Passouts:** passouts will not be issued unless otherwise stated.

**Your Behaviour:** you must ensure that you and your invitees act in an orderly manner when attending the Event Site.

Promoter may refuse entry or evict you or any of your invitees if you or any of your party are behaving in a disorderly, offensive or inappropriate manner.

**Alcohol:** The Event is fully licensed – please do not bring alcohol with you as it will be confiscated and will not be returned. Only alcohol purchased from bars at the Event may be consumed at the Event Site. If you wish to purchase or consume alcohol, you must have valid proof of age photo ID. You must be of legal age (18 years) to purchase and consume alcohol on the Event Site. If you are found supplying or buying alcohol for a minor (a person under 18 years of age) you will be evicted from the Event and may be referred to police.

**Food and Drink:** No food or drink will be permitted into the Event Site. Sealed plastic water bottles (with or without contents) cannot be brought into the Event Site. Unsealed EMPTY plastic water bottles (no glass) can be brought into the Event Site.

**Drugs:** If you are found supplying, consuming or in possession of illicit drugs you will be removed from the Event Site

and may be referred to police.

**Signage:** You are not permitted to display trading signs on the Event Site without prior written consent of Promoter.

**Your Personal Information:** Pursuant to your booking, Promoter may need to collect and keep personal information about you including your name, address, credit card or payment details, telephone number and the names of all ticket allocations. Unless you tell us otherwise, Promoter may disclose your contact details to third parties if you elect to receive such information at time of ticket purchase so they can provide you with promotional material about other events and products. Promoter may also need to disclose your personal information as required by law or as permitted under the Privacy Act 1993. If you have any questions about how Promoter will handle your personal information please contact XXXXXXX . Please note that all payment information is handled by Stripe and subject to their T&C, no information on Credit Cards is collected or stored by Flicket Ltd.

**Promoter’s Liability:** The services provided by Promoter will be rendered with due care and skill to the extent required by Part 4 of the Consumer Guarantees Act 1993. Apart from such statutory liability, Promoter and the owner and/or lessee of the Event Site will not be liable or responsible for any injury, damage or loss suffered or incurred by you or any person entering or when you enter or are on the Event Site whether caused by the negligence of Promoter or that of the owner and/or lessee of the Event Site (or their respective employees, contractors or agents), whether arising in tort, contract, bailment or otherwise - all such injury loss or damage to person or property is at your own risk.

**Indemnity:** You agree to indemnify Promoter and owner and/or lessee of the Event Site against any loss or damage

Promoter and/or Event Site owner and/or lessee may suffer arising out of your negligence or breach of the Event T+Cs.

**Release:** To the full extent permitted by law, you waive all legal rights of action against and fully release Promoter and owner or lessee of the Event Site (and their respective executive members, directors, officers, employees, volunteers, contractors or agents) from any liability for any loss, damage, personal injury, death, economic loss or consequential loss for any default, failure or negligence (to the extent permitted by law) in relation to entry to and presence on the Event Site.

**Risk:** Entry to the Event Site is at your own risk. Without limiting the generality of this:

- appropriate footwear and clothing must be worn at all times at the Event Site;

- you must not mosh, crowd surf or stage dive;

- ear plugs should be worn if necessary.

To the extent permitted by law, Promoter takes no responsibility for any hearing damage or loss caused by excessive noise or injury caused by your failure to follow Promoter’s directives. In the event of injury or illness Promoter may, at your cost, arrange medical treatment and/or emergency evacuation as deemed essential for your safety.

**Enforceability:** Any provision of these Event T+Cs which is or becomes unenforceable shall not invalidate the other provisions of these Event T+Cs.

**Ticket Name Change:**  "For some events, Flicket facilitates the transfer/renaming of ticket(s). For facilitating this transfer/renaming there may be a fee that the new ticket owner has to pay"

"Once you have transferred/renamed your ticket(s) you will have no rights or ownership to the ticket(s) transferred"

**Online Ticketing Support:** If you are experiencing difficulties with purchasing a ticket or the ticketing page, please

**Contact:** 9:00am – 7:00pm NZT (Monday – Sunday)

**Email:** support@flicket.co.nz

**Refund and Cancellation Policy:** The Event is an all-weather event. The Event will take place rain, hail or shine. Tickets purchased for the event are for the XXXXXX, not for specific artists or acts. The Promoter reserves the right to change, add, withdraw or substitute artists in the Event line-up, vary the advertised program, vary the date and/or vary the Event Site without prior notification and deny admission to the Event Site (including admission to a particular performance at the Event Site) with reasonable cause. No refunds on tickets except where required by the Consumer Guarantees Act 1993. No refunds or other compensation will be given if an advertised artist or act is changed, cancelled or the length or content of their performance is changed.

Subject to this clause, the Promoter is not liable for any loss, damage or compensation as a result of the Event being cancelled, postponed, relocated or changed for any reason.

There will be no refund of any unused portion of an Event Ticket if you or your invitees are asked or forced to leave the Event for any of the reasons set out in the Event T+Cs or if you decide not to attend the Event. You are responsible for checking the age minimum for the Event. No refunds will be processed if you are denied entry due to not having valid ID for admittance to the Event Site.

**Environment:** Promoter cares for the environment and community. Please be respectful and place any litter in the bins provided around the Event Site. Be waste and water-wise - thank you.

**Prohibited Items:**Prohibited Items include but are not limited:

• Alcohol - any alcohol found at the Event Site will be confiscated and will not be returned and the offending

patron(s) ejected from Event Site for the remainder of the Event.

• Glass (jars, bottles, containers, mirrors and perfumes).

• Air horns.

• Weapons or explosives of any kind (including potential missiles).

• Illegal substances.

• Animals (excluding service dogs such as guide dogs and police or emergency service dogs).

• Nitrous oxide bulbs and canisters.

• Flares, fireworks, sparklers explosives, or any fire twirling equipment.

• Fires and open flames.

• Flammable liquids.

• Instruments.

• Advanced personal vapourizers (or modified APVs) or liquid refills for E-Cigs.

• Sound systems.

• Portable laser equipment and pens.

• Sharpies, markers, paint cans or paint pens.

• Drones or other remote control devices.

• Couches and chairs.

• Anything studded (ie belts, wristbands etc).

• Audio or video recording devices (including GoPro and similar).

• Professional photography equipment (eg telephoto lenses; any lens over 20cm; any detachable lens; stands or

other commercial equipment or anything deemed by Event staff to be professional photography equipment).

• Kites or sky lanterns.

• Toy guns, water guns or slingshots.

• Monopods, tripods or attachment sticks(selfie-sticks).

• Skateboards, scooters, wagons, carts, rollerblades, roller skates, bicycles, quad-bikes, segways, hoverboards,

self-balancing scooters or any personal motorised vehicles.

• Unauthorised solicitation materials including handbills, flyers, stickers, beach balls, give-aways, samples, or

other promotional items.

• Any other item deemed by Event staff (in their discretion) to be dangerous or offensive or potentially

dangerous by Event organisers.

• Eskies and coolers.

• Umbrellas.

# Privacy Policy

**Privacy policy:** This privacy policy sets out the way that Flicket Limited (we, us, or our) complies with the requirements of privacy laws, codes and regulations in New Zealand (Privacy Laws), and governs how we collect, use and protect any personal information you provide to us, whether online, via phone, text, email, in letters or in other correspondence.

This privacy policy explains:

∙       what information we may collect about you and how we store that information;

∙       how we will use and store information we collect about you;

∙       when we may use your details to contact you;

∙       whether we will disclose your details to anyone else;

∙       your choices regarding the personal information you provide to us; and

∙       the use of cookies on the our website and how you can exercise your choices in relation to those cookies.

Please note that New Zealand's Privacy Laws may differ from your home country's privacy laws.

The information we collect

We may collect information about you (such as your name, address, telephone number, e-mail address, etc.) through:

∙       you contacting us directly;

∙       providing goods or services to you (where relevant);

∙       provided by you as a user of our ticketing services; and

∙       you filling out a form on our website, including a 'Contact Us' form.

If you enter your contact details in one of our online forms, we may use this information to contact you even if you don't 'send' or 'submit' the form. We will only do this to see if we can help with any problems you might be experiencing with the form or with our websites.

If you provide us with personal information about another person, you should obtain their consent to do so, having informed them of this privacy policy where appropriate.

We automatically collect certain non-personally identifiable information when you visit our website (such as the type of browser you are using, the type of operating system you are using, and the domain name of your internet service provider).

How we use this information

We will use your personal information for a number of purposes including the following:

∙       in relation to any correspondence you have entered into with us;

∙       to provide any goods or services to you (where relevant);

∙       for internal administration purposes;

∙       for marketing purposes where you have specifically consented to receive marketing communications from us (see below);

∙       to provide you with information about our activities or online content you have agreed to receive;

∙       to personalise the way our content is presented to you;

∙       To verify your identity if you need help with getting access with one of our services;

∙       To process any transactions that you might make on our website or associated services;

∙       To help provide any other services that you have requested;

∙       To contact you in case of a cancellation or a change in event details;

∙       to use IP addresses to identify the location of users, to block disruptive use, to establish the number of visits from different countries; and

∙       For any other purposes for which you have given permission.

We use non-personally identifiable information to analyse usage of our website (such as aggregated information on the pages visited by our users), which allows us to improve the design and content of our site.  Any data gathered will be shared, if appropriate, with any third parties who provide services to us or on our behalf.

Will I be contacted for marketing purposes?

We will only contact you for marketing purposes where you have provided us with your consent to do so.  You can opt out of receiving electronic marketing messages at any time by contacting us, or by using the unsubscribe facility contained in the relevant messages.

Sharing and disclosure of personal information

We will only use your information for the purposes for which it was obtained.  We may share your personal information with any of the following: other entities in our group, our professional advisors, legal tribunals and courts, promoter and/or the venue of the event you are booking tickets to, and any of our third party service providers (including web services and cloud storage/hosting providers) where that disclosure is reasonably required to fulfil any purpose for which your personal information was collected.

We may also disclose personal information where:

∙       we are required to do so by law;

∙       you have expressly consented to the disclosure or the consent may be reasonably inferred from the circumstances; or

∙       we are otherwise permitted to do so under Privacy Laws.

For the purposes set out above we may transfer personal information to parties located in other countries (some of which may not have an equivalent level of data protection laws as those in New Zealand).  Before transferring any personal information to an overseas recipient, we take steps that are reasonable in the circumstances to ensure the overseas recipient complies with the principles contained in New Zealand Privacy Laws or is bound by a substantially similar privacy scheme unless you consent to the disclosure or it is otherwise required or permitted by law.

Security of information

We hold personal information in accordance with Privacy Laws.

We are committed to keeping personal information secure. We will use all reasonable precautions to protect personal information from misuse, interference and loss, as well as unauthorised access, modification or disclosure.

We cannot guarantee the privacy of personal information that you transmit over the internet or that may be collectable in transit by others (including contractors who provide services to us).

How you can access or correct your personal information

You have a right to request access to, and correction of, personal information we hold about you by contacting us at the details in the 'Contact Us' section below. Your request will be dealt with in accordance with Privacy Laws.

The accuracy of the information we hold about you is important. Please advise us if your personal information changes to help in ensuring that the information we hold is up to date, complete and relevant.

Collection of information by others

Our Website contains links to other sites and you should consult the other sites' privacy notices.  Their information practices may be different than ours and we have no control over information that is submitted to, or collected by, these third parties. We cannot accept any responsibility or liability for the privacy practices of third party websites and your use of those websites is at your own risk.

Secure Online Payments

As a standard policy, we do not store credit card details for the security of our users.

When making a purchase through our website or associated services, your credit card details are securely processed using Stripe or Payment Express, which are both PCI-compliant internet payment gateway providers. Transferred data is encrypted over an SSL connection to ensure all transactions are transmitted securely.

We recommend that you also use best-practice precautions when accessing the internet via public Wi-Fi networks or shared computers to keep your payment information as secure as possible

**Cookies:**Cookies are small text files on your device.  They are made by your web-browser when you visit a website.  Every time you go back to that website, your browser will send the cookie file back to our website's server.

We may use cookies on our website to help us remember the information you enter, by passing a unique identification between your device and the website that identifies you.  This means that as you use the website we can relay any information you have entered earlier back to you at a later time.

Other cookies and authentication tokens may be used to help us tailor services or to deliver information to you that may be more relevant or interesting to you.  We may use automated devices and applications to evaluate usage of our website. We use these tools to help us improve our website's performance and user experiences.

Where cookies hold any personal information, those cookies will be handled in accordance with this privacy policy.

If you choose to disable or block cookies, parts of our website may not function as intended, or at all.  Cookies can be disabled or blocked through your browser settings.

Changes to our Privacy Policy

We reserve the right to revise our privacy policy, or any part of it, from time to time.  Please review the policy periodically for changes.

**Contact us:**If you have any questions or concerns about this privacy policy please contact us at support@flicket.co.nz.  If you decide that we should no longer hold any of your personal data, or wish to change the use to which any such data can be put, please contact us.