



## 2021 MEMBERSHIP TERMS AND CONDITIONS

### GENERAL INFORMATION

For the purposes of sales the currency is shown in New Zealand dollars and is shown including GST of 15% (other fees and charges may be applied by your bank, card issuer or other party).

#### 1. Meaning of Terms

##### 1.1 Definitions:

1.1.1 'Member' means the person who holds a Hurricanes or Hurricanes and Lions Membership and whose name needs not be recorded on the Membership Card and for the purpose of any entitlements is limited to one person per Membership.

1.1.2 'Membership' means one of the categories referred to in paragraph 1.2.

1.1.3 'Membership Card' means a card that is issued by the Hurricanes or Wellington Rugby in respect of a series of matches at Sky Stadium.

1.1.4 'Membership Card Holder' means a person who uses a Membership Card for entry to Sky Stadium on the relevant day.

1.1.5 'Person' means and includes an individual and an incorporated body such as by way of example but not limited to, a company and a society.

1.1.6 'Primary Account Holder' means a person:

- who purchases a Membership from the Hurricanes or Wellington Rugby; and
- to whom correspondence about the Membership will be addressed; and
- who is recorded by the Hurricanes or Wellington Rugby as having the right to exercise specific rights attaching to the Membership (e.g. any right of renewal or priority (if any) granted in respect of that Membership); and who is entitled to entry to Sky Stadium if the person is the bearer of the Membership Card.

1.1.7 'Secondary Account Holder' means a person who is a Membership Card Holder but who is not a Primary Account Holder in respect of that Membership.

1.1.8 'Stadium' means Sky Stadium in Wellington.

1.1.9 'Ticket' means the item of proof of payment issued by the Hurricanes or Wellington Rugby to a person on conditions to allow a person entry to Sky Stadium to attend a match hosted, organised or managed by the Hurricanes or Wellington Rugby.

1.1.10 'Ticket Holder' means a person who uses a Ticket for entry to Sky Stadium on the relevant day.

1.1.11 'Wellington Rugby' means WRFU Inc. - in respect of amateur rugby including club rugby; or Wellington Rugby Limited - in respect of all other rugby; and in each case where appropriate includes its agents and contractors.

## 1.2 Categories of Membership

1.2.1 A Hurricanes 'Membership' means a Membership that admits to Sky Stadium for:

- Hurricanes round robin games in 2021;

A Hurricanes & Wellington Lions Member means a Membership that admits to Sky Stadium for:

- Hurricanes round robin games in 2021;
- Wellington Lions Mitre 10 Cup round robin games in 2021

A Hurricanes or Hurricanes & Wellington Lions Member will be granted one 'free ticket' per membership for home Super Rugby final matches (Sky Super Rugby Aotearoa and Super Rugby Trans-Tasman) if their membership category is any of the following:

- Platinum
- Silver
- Bronze
- Bluebridge Family Zone
- Joint 2021 Hurricanes and Wellington Lions members will have access to all Wellington Lions round robin games played at Sky Stadium and will also have access to all Wellington Lions play-off matches played at Sky Stadium.
- Part-season and Non Ticketed Memberships are not entitled to free finals tickets – they will have a Right To Purchase tickets to home finals matches hosted at Sky Stadium.

1.2.2 Child Members means a Membership that admits children 15 years and under.

## 2. Key Terms and Conditions

### 2.1 Payment

If you select a multiple payment plan, your Membership is not valid if payment is not received in full according to the selected payment plan. You are required to pay the Hurricanes / Wellington Rugby for all bank charges and other costs incurred as a result of any payment being dishonoured. All costs associated with any outstanding payments (including but not limited to debt collection costs, legal costs and any late payment fees) are payable by you. Wellington Rugby or the Hurricanes shall

determine in its discretion the closing dates for orders and whether Membership Cards become available.

2.1.2 Hurricanes / Wellington Rugby reserves the right to allocate members different seats to the ones they hold, for All Blacks test matches if for any reason they are required for use by NZRU, Hurricanes or WRFU.

2.2 Consumer Guarantees Act 1993 Subject to compliance with the Consumer Guarantees Act 1993, Membership Cards and Tickets cannot be exchanged, refunded or returned after purchase except in the discretion of Wellington Rugby.

### 2.3 Rights of Primary Account Holder, Membership Card Holder and Ticket Holder:

All Membership Cards and Tickets are issued by Wellington Rugby or the Hurricanes on the strict condition that all Primary Account Holders, Membership Card Holders and Ticket Holders must comply at all times with all of these Terms and Conditions. Subject to compliance with these Terms and Conditions, the Primary Account Holder or Membership Card Holder or Ticket Holder is entitled to entry to Sky Stadium for the match or matches for whom the Membership Card or Ticket relates.

### 2.4 Secondary Account Holders:

Secondary Account Holders may with the written consent of the Primary Account Holder, apply to Hurricanes or Wellington Rugby to have their name recorded on the Membership Card. Having their name recorded on a Membership Card does not make the person a Primary Account Holder unless this occurs by specific instruction of the Primary Account Holder and is permitted by Wellington Rugby. (See paragraph 2.5 headed 'Limited Exception to Prohibition on Transfer of Memberships').

### 2.5 Limited Exception to Prohibition on Transfer of Memberships

Hurricanes / Wellington Rugby will allow Primary Account Holders to authorise the Hurricanes / Wellington Rugby to issue some or all of their Memberships to new Primary Account Holders nominated by them. This is specifically to allow those Primary Account Holders, who have historically purchased several Memberships, to transfer the responsibility and rights in those Memberships to persons who use those Memberships who will then themselves become the Primary Account Holders.

### 2.6 Limitation of Member Benefits

Hurricanes / Wellington Rugby reserves the right to specify where Member benefits are subject to limited capacity. No liability will rest with Hurricanes / Wellington Rugby where a Member benefit is unable to be provided due to capacity being exceeded or lounge being unavailable for any reason. The Platinum lounge has limited capacity and is on a first come, first served basis. The provision of some Member benefits will be reliant on mutual agreement between Hurricanes / Wellington Rugby and the Primary Account Holder. Both parties must communicate in good faith to establish a suitable time for the provision of such Member benefits.

### 2.7 Maximum Number of Tickets or Memberships

Hurricanes / Wellington Rugby reserves the right to specify a maximum number of Memberships or Tickets that any person may purchase.

## 2.8 Scalping of Membership Card(s) or Ticket(s)

Membership Cards and Tickets cannot be resold at a premium (scalped) nor used for advertising, promotional or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services without prior written consent of Hurricanes / Wellington Rugby. Subject to the above restrictions, you can sell your Membership Cards or Tickets to another person for its face value (or less) but any purchaser is also bound by these Terms and Conditions. This is not scalping.

## 2.9 Missing or Damaged Membership Cards and Tickets

When advised that the Membership Cards have been damaged, lost or stolen, Hurricanes / Wellington Rugby will cancel those cards. Use of Membership Cards that have been reported as damaged, lost or stolen may result in prosecution. There is a \$20 fee for the replacement of each damaged, lost or stolen Membership Card. If a paper ticket for any event has been damaged, lost or stolen, the Ticket Holder may request cancellation of the ticket and issue of a replacement ticket. A fee of \$10 will apply for each booking. Tickets may be void and entry refused if the ticket is damaged or defaced in any way or if the Hurricanes / Wellington Rugby reasonably believe that the ticket has been acquired in breach of these Terms and Conditions.

## 2.10 Privacy Policy statement

Information about the Primary and Secondary Account Holders of the Membership is gathered and stored by Hurricanes / Wellington Rugby in accordance with the Privacy Act for the administration of the Membership which includes sending electronic messages specific to Membership benefits, offers, promotions or marketing. In addition, purchase of the Membership constitutes authorisation to the Hurricanes / Wellington Rugby to send electronic messages based upon your profile and interests. By providing your email and details you are expressly consenting to receiving recurring news, promotions, marketing, e-newsletters and electronic messages from the Hurricanes / about the Hurricanes, Wellington Lions and New Zealand Rugby. You have the right of access to, and right of correction of your personal information by contacting the Hurricanes / Wellington Rugby. Provision of this information is a condition of purchasing a Membership with Wellington Rugby. If you wish for us to stop sending you electronic communications, please unsubscribe by following the instructions included in the electronic communication.

## 2.11 Changes to Matches

Hurricanes / Wellington Rugby reserves the right to vary, substitute, reschedule, or withdraw advertised matches and events and may cancel, interrupt, or stop any match or the event due to safety considerations or circumstances beyond its control.

## 3. Behaviour and Entry to and Right to Remain in Sky Stadium

You must comply with the Conditions of the Hurricanes, Wellington Rugby and Sky Stadium. These include:

### 3.1 Patron and Bag Searches

It is a condition of the sale of every Membership and ticket and of entry to and presence in Sky Stadium that each Member and Ticket Holder agrees to and permits the search and inspection of any parcel, bag, garment or other item in their possession or worn by them. The purpose of a search is to locate prohibited items, which may be confiscated or may result in refusal of entry or removal from Sky Stadium until such items are removed. If a person refuses to be searched or refuses to

remove prohibited items from Sky Stadium, any such person will not be permitted to enter or remain in Sky Stadium. Such searches as outlined below may be undertaken by any gatekeeper, ticket seller, usher or other staff member or official of the Hurricanes, Wellington Rugby or Sky Stadium.

- All patrons and their possessions may be subject to searches before entering Sky Stadium.
- Searches may also be carried out during an event and when leaving Sky Stadium.
- Patrons who refuse to participate in searches may be denied entry to Sky Stadium or may be asked to leave the venue.
- All vehicles entering and leaving Sky Stadium may be searched.
- Prohibited items will be confiscated.

### 3.2 Playing Surface

- Patrons are not allowed on Sky Stadium's playing area before, during or after sports events, unless a pre-arranged public event is taking place on the playing area. Breach of this rule will result in eviction, and issue of trespass notice.

### 3.3 Patrons may be refused entry to Sky Stadium if they:

- Appear intoxicated/under the influence of drugs or exhibit disorderly behaviour
- Fail to comply with security or gate staff requests
- Attempt to bring in prohibited items
- Have been previously issued with a trespass notice that still applies
- Are not authorised to be in Sky Stadium, for example have no valid ticket, Membership Card or accreditation pass

### 3.4 Patrons may be asked to leave Sky Stadium if they:

- Use obscene language
- Are verbally or physically abusive, or behave in a disorderly or offensive manner
- Are intoxicated
- Are carrying out unauthorised activities within Sky Stadium
- Throw items in the air or onto the pitch (including during Mexican waves)
- Fail to comply with these Terms and Conditions

### 3.5 Restrictions on Patrons bringing food and drink items:

- Plastic water bottles up to 1 litre in size and small amounts of food for personal consumption, such as sandwiches, fruit, chippies, cakes, etc. are permitted.
- The items must be contained in one small bag per Ticket Holder or Member (bag must be soft-sided and fit under your seat)

- Empty plastic water bottles may be filled in Sky Stadium from water outlets located at Aisles 2, 6, 9, 11, 23, 25, 28 & 32. The one litre size restriction applies.

### 3.6 Patrons may not bring into Sky Stadium:

- Alcohol or any beverages other than water
- Thermos flasks
- Glass bottles or cans
- Hot food
- Commercially produced takeaway foods such as McDonalds, KFC, Subway, pizza etc.
- Chilly bins, picnic baskets or large bags
- Illicit drugs
- Sound amplifiers including loud hailer
- Musical instruments
- Recording devices for commercial purposes
- Prams, strollers, pushchairs (There are limited storage facilities for these items at the entrance. However Sky Stadium takes no responsibility for loss or theft).
- Dogs or other pets (guide dogs are permitted)
- Flares, fireworks, laser pointers
- Knives or other dangerous weapons
- Skateboards, roller blades, scooters or bicycles
- Chairs of any kind
- Flag poles of more than one metre in length
- Signs or banners that are obscene, offensive or abusive
- Any other item that Sky Stadium management determines may cause injury or public nuisance or inconvenience to any other person

### 3.7 Smoking

- There is no smoking in Sky Stadium bowl area
- Smoking is allowed only in designated areas: The area between the turnstiles and the main doors to the concourse; the emergency exit spiral ramp at the northern end of Sky Stadium (between aisle 34 and 35)

### 3.8 General

- For the safety and security of patrons, surveillance cameras are in use throughout Sky Stadium
- Patrons must not sit or stand in aisles, or block entry doors or emergency exits.

- Some sporting and other activities are dangerous. Patrons viewing such activities do so at their own risk.
- There are no pass outs. At some events, exit turnstiles may operate allowing re-entry with a valid ticket.
- Clothing must conform to reasonable standards of decency
- Radios, CDs, TVs may be used only with earphones
- Cameras, videos, tape recorders and other recording devices may be prohibited for certain events
- Umbrellas may not be raised in the seating bowl.
- Patrons bring personal items into Sky Stadium at their own risk. The venue will not be held responsible for any damages to, loss or theft of a patron's personal property.
- Advertising promotions and product giveaways etc. are not permitted on Sky Stadium property (this includes the walkway leading to the Stadium), unless expressly authorised by Sky Stadium Trust in writing. Any unauthorised product giveaways may be confiscated.
- No alcohol is to be removed from Sky Stadium.
- You may be photographed or video tapped in the stadium. The Hurricanes and WRFU reserves the right to use these photos or video for marketing purposes without your consent.

### 3.9 Courtesy to Other Persons

Your Membership or ticket can be revoked by the Hurricanes or Wellington Rugby for what it considers to be abusive, dangerous, intoxicated or inappropriate behaviour by the Member, Ticket Holder or seat occupant. All Members and Ticket Holders are required to act in a manner, which is not discourteous to other persons in Sky Stadium. Persons expect to attend the relevant match without undue interruption or interference such as from abuse or harassment from others, unreasonable impairment of their sight lines or being subjected to thrown objects, liquids or substances.

### 3.10 Process to Address Discourteous Behaviour

If you are the subject of discourteous behaviour at Sky Stadium, you can address the matter. Our ticketing system allows us to identify the purchaser of the ticket for each seat. Therefore, you should record the seat number of the person who in your opinion is responsible for the discourteous behaviour and then record the details and then notify the Hurricanes or Wellington Rugby at the address set out in the contact section of these Terms and Conditions.

On the match day you can refer the issue to the information/security personnel located at desks at Aisles 11, 18 and 26 who can talk to the person concerned or involve Sky Stadium Management or the Police as appropriate. Or text the security helpline on 5454.

Remember we cannot stamp out discourteous behaviour unless you bring the matter to our attention.

### 3.11 Direction to Leave Sky Stadium

Failure to comply with a direction to leave Sky Stadium may render the Ticket Holder or Member liable to arrest and prosecution for the offence of Trespass under S. 3 of the Trespass Act 1980. Such offence is punishable on conviction by a fine not exceeding \$1,000 or a term of imprisonment not exceeding three months.

### 3.12 Recording Equipment and Cameras

Unless otherwise advised by Wellington Rugby you may take a still photography camera into Sky Stadium and take photographs with it.

You cannot take a video or movie camera and other visual or sound recording devices into Sky Stadium. All photographs taken within Sky Stadium before, during or after the event may not be used or reproduced for commercial or financial gain by the Ticket Holder, Member or any other person without written consent of the Hurricanes Wellington Rugby, which may be withheld for any reason whatsoever.

### 3.13 Withdrawal of Admission

The Hurricanes or Wellington Rugby reserves the right to refuse admission to, or withdraw admission in respect of any Member or Ticket Holder for any reason deemed appropriate by the Hurricanes or Wellington Rugby.

### 3.14 Family and Child Access

The Hurricanes and Wellington Rugby reserves the right to designate parts of Sky Stadium as a Family Area or other designation. Children aged 4 and under are admitted free if they sit on the parent's lap. Children aged 5 to 15 must have a Child Membership Card or ticket to enter Sky Stadium.

## 4. Contact Details and Update of Terms

### 4.1 Contact Addresses and Phone Numbers

If you have a problem concerning a ticket or a Membership Card, please contact the Hurricanes or Wellington Rugby on [member@hurricanes.co.nz](mailto:member@hurricanes.co.nz)

If you have a problem about someone's behaviour at Sky Stadium, please contact Sky Stadium.

### 4.2 Amendment of these Terms and Conditions

The Hurricanes and Wellington Rugby may amend these Terms and Conditions at any time by recording changes on its website and such changes then take effect immediately.

## 5. COVID-19 SPECIFIC CONDITIONS OF ENTRY

5.1 If you are attending a Hurricanes/Wellington Lions game as part of a group, as the primary account holder, you are responsible for knowing the contact details of all attendees in your group (including their full name, contact email address and contact phone number). In the event you are contacted directly by the Ministry of Health for the purposes of contact tracing, you must make these details available to the Ministry of Health for that purpose.



5.2 As the primary account holder, you must download the NZ COVID Tracer app, and take responsibility for ensuring that other attendees in your group also download the NZ COVID Tracer app.

5.3 Upon arrival at Sky Stadium, you must use the NZ COVID Tracer app, to scan the Event specific QR codes. Such QR codes will be located at points of entry, and around the stadium.

5.4 All attendees in your group must commit to stopping the spread of COVID-19. Neither you, nor any other members of your group, will attend the Event if currently subject to a 14 days isolation period or feeling unwell.

## 6. CANCELLATION AND REFUNDS

6.1 The Hurricanes/Wellington Rugby will not refund payments made by you for tickets under any circumstances, including:

- (a) The non-appearance of a particular person, group, or personality such as a player, team, performer or band (whether advertised or not);
- (b) Any variation to the on-field Event program;
- (c) Any variation to the off-field Event program, services, and attractions such as the postponement or cancellation of any entertainment, amusements, or interactive displays.
- (d) Any adverse weather conditions;
- (e) If your personal circumstances change;
- (f) Any other circumstances beyond the reasonable control of the Hurricanes/Wellington Rugby.

## 7 Cancellation of games

7.1 If a match is cancelled and cannot be rescheduled nor replaced, then subject to clause XX, the Hurricanes or Wellington Rugby will:

- credit the member for entry to the next available match; and
- where more than half of the matches (in the season to which the season membership relates) are cancelled, refund the member the proportion of the membership price for the matches that have been cancelled, less all reasonable costs and expenses including handling, booking and credit card fees.

## 7.2 Refund request process

For all credit or refund requests, email [member@hurricanes.co.nz](mailto:member@hurricanes.co.nz) with your contact details, and all membership information. If you are eligible for a refund, the Hurricanes or Wellington Rugby will make the refund payment to the card the memberships were purchased with. If the form of payment you used to purchase has expired, please note this in the email and a Hurricanes representative will contact you for new details. If you purchased a ticket using EFTPOS or cash then please provide bank details so you can be refunded directly. Please do not provide credit card details in emails. Proof of purchase will be required for any refund or exchange.