

General Terms and Conditions

These Conditions govern all Tickets issued for the Tournament and the subsequent admission to any Venue to attend any Match. All capitalised terms used herein shall have the meanings given to them in paragraph 35 of these Conditions. All Tickets are issued by RNZ 2011, the Tournament organising committee, pursuant to authority granted by RWCL, the Tournament owner and the "major event organiser" (as defined in the MEMA). Any person who purchases, possesses and/or uses or attempts to use any Ticket shall be deemed to have fully and irrevocably accepted and agreed to comply with these Conditions. These Conditions will be printed in abbreviated form on each Ticket. In the case of any conflict or ambiguity between these Conditions and the abbreviated form printed on a Ticket, these Conditions will prevail.

Venue Regulations

1. These Conditions incorporate the Venue Regulations, a copy of which is available at www.rugbyworldcup.com/tickets. By purchasing a Ticket you agree to comply with the Venue Regulations for the relevant Venue. If you fail to comply with the applicable Venue Regulations, you may be refused entry to or evicted from the Venue. In the case of any conflict or ambiguity between any term(s) of these Conditions and any term(s) of any of the Venue Regulations, the terms of these Conditions will prevail.

Ticket Purchase

2. Tickets may only be purchased through RNZ 2011 (directly or via the Official Ticketing Agent), or through the Authorised Agents, or through any other sale or transfer mechanism authorised in writing by RWCL. A full list of Authorised Agents is available at www.rugbyworldcup.com/ []. Tickets are non-transferable except as set out herein and are only valid for use by a Permitted Purchaser, and not by any other person.
3. The sale or other issuance of any Ticket is final and non-refundable except as outlined in paragraphs 19-24 of these Conditions or as required by applicable New Zealand law. RNZ 2011 reserves the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged or forged, or any Ticket which is unreadable or incomplete.

Ticket Use & Prohibitions on Transfers

4. It is an essential condition of the issuance of each and every Ticket and the right of admission to a Venue that THE TICKET MUST NOT BE SOLD OR OFFERED, EXPOSED OR MADE AVAILABLE FOR SALE, OR TRANSFERRED OR OTHERWISE DISPOSED OF, EXCEPT WHERE ALL OF THE FOLLOWING CRITERIA ARE MET:
 - a) the sale, transfer or disposal must not be for a value greater than the Original Sale Price of the Ticket; and
 - b) the Ticket must not be offered publicly (including on any website) and the sale, transfer or disposal must not take place in the course of any business or for the purpose of facilitating a third party's business; and
 - c) the sale, transfer or disposal must be made strictly subject to these Conditions (and the transferee's acceptance thereof) which shall be binding upon the transferee in full as if the transferee was the Ticket Purchaser, save only that such transferee shall have no right to transfer the Ticket under this paragraph 4 nor any right to a refund under paragraphs 19-24 of these Conditions; and
 - d) the transferee is a natural person, who is known to the Ticket Purchaser personally and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket, and the Ticket must be for the transferee's personal use only.
5. Notwithstanding paragraph 4 above, it is an essential condition of the issuance of each and every Ticket and the right of admission to a Venue that, the Ticket must not be:
 - a) transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business; and/or
 - b) transferred, used or otherwise disposed of:
 - i. in relation to any promotional or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise); or
 - ii. to enhance the demand for any other goods or services; and/or
 - c) 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
 - d) transferred, used or incorporated as part of any hospitality or travel package; and/or
 - e) bundled with any other good(s) or service(s) (including as part of any hospitality or travel package), in each case without the prior express written authorisation of RWCL.
6. The Ticket Holder must, upon request by RNZ 2011, RWCL or any Authorised Person, give a full explanation as to how, from whom (including full contact details) and from where his/her Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a satisfactory, or any, explanation, RNZ 2011 may, in its absolute discretion, cancel the Ticket(s) immediately.

7. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of paragraphs 4 or 5 of these Conditions may be cancelled and any person seeking to use the Ticket may be refused admission to or evicted from the Venue without refund or compensation, even if the Ticket Holder did not have prior notice of these Conditions or the breach thereof. Further, RNZ 2011 and/or RWCL may pursue any other remedies available in relation to the breach.
8. The Tournament has been officially declared as a "major event" under the MEMA and for such purposes RWCL has been officially declared as the "major event organiser" (as defined in the MEMA) with regard to the Tournament. The unauthorised sale or trade of a Ticket for a value greater than the Original Sale Price of that Ticket is an offence under the MEMA punishable at law by a serious fine. Without prejudice to any other remedy RNZ 2011 and/or RWCL may have in relation to any breach of paragraphs 4 or 5 of these Conditions, RNZ 2011 (acting under authority from RWCL) or RWCL itself may inform the Police (or any Enforcement Officer) if it becomes aware that any Ticket is being sold illegally and may press for charges to be brought under the MEMA (and/or RWCL may itself commence proceedings under the MEMA).

Venue Entry & Requirements

9. Admission to a Venue will only be authorised upon presentation of a valid Ticket (one Ticket will be required for each person, regardless of age) and, upon request, proof of identity with valid photograph and signature. A valid Ticket permits the Ticket Holder to occupy, at the relevant Match, the position indicated on that Ticket or such other alternative position as RNZ 2011 may allocate acting reasonably. Any Ticket Holder leaving a Venue will not be re-admitted and no pass-outs will be permitted.
10. Admission to a 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 by any Authorised Person likely to behave, violently, harmfully or in a manner contrary to public order and/or safety. Admission will also be refused to any person who attempts to bring any Prohibited Item into a Venue.
11. It is an essential condition of issuance of any Ticket and the right of admission to a Venue that a Ticket Holder is expressly prohibited from:
 - a. bringing into a Venue any Prohibited Item including (without limitation):
 - i. bottles, glass, cans, weapons, fireworks, hard cool boxes, compressed gas containers, flares, air horns, smoke bombs and/or flag sticks;
 - ii. alcohol and/or illegal substances;
 - iii. food and drink other than small amounts for personal consumption;
 - iv. banners, signs or materials displaying political, religious, offensive or race-related messages, slogans or images;
 - v. any item that is dangerous, hazardous and/or illegal or that may be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue; and/or
 - vi. any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing still or moving pictures) other than for personal use.

Prohibited Items may be removed, confiscated and/or destroyed at the discretion of any Authorised Person;
 - b. possessing, bringing into, or using within a Venue any sponsorship, promotional or commercial items or materials (of whatever nature) without the prior written authorisation of RWCL and/or RNZ 2011 (the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within any Venue);
 - c. whilst within any Venue, engaging in any form of ambush marketing (whether by invasion or intrusion, as referred to in the MEMA, or otherwise), gambling, conducting any commercial activity whatsoever, or offering (either for free or for sale), selling or possessing items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without the prior written approval of RWCL and/or RNZ 2011. Any such items may be removed, confiscated and/or destroyed at the discretion of any Authorised Person;
 - d. whilst within any Venue, engaging in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object (including, without limitation, onto the Playing Surface), instigating violence, racism or xenophobia, behaving in a way that any reasonable person may interpret as provocative, threatening, discriminatory and/or offensive, creating or posing any threat to the life or safety of themselves or any other person(s), or harming any other person(s) in any way; and/or
 - e. whilst within any Venue, entering or circulating in restricted access areas or other areas where that person is not permitted, including (without

limitation) the Playing Surface, climbing lighting masts, fences, roofs and other apparatus or constructions, or standing on seats.

12. No Ticket Holder shall be permitted to enter, attend or remain in attendance at any Venue where that person is banned by any competent authority and/or sports governing body from attending the Venue or the Match (or rugby matches more generally) and/or from receiving any Ticket (or tickets generally in respect of rugby matches).
13. EACH TICKET HOLDER ADMITTED TO A VENUE 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, NEITHER RNZ 2011 (INCLUDING THE OFFICIAL TICKETING AGENT) NOR RWCL NOR ANY AUTHORISED PERSONS ARE LIABLE FOR ANY LOSS, DAMAGE AND/OR HARM, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR LOSS, OR ANY OTHER LOSS AND/OR HARM ARISING FROM AND/OR OCCURRING DURING HIS/HER ATTENDANCE AT THE VENUE AND, WITHOUT LIMITATION TO THE FOREGOING, EACH TICKET HOLDER AGREES THAT NO CLAIM, COMPLAINT OR PROCEEDING WILL BE BROUGHT IN RELATION TO THE FOREGOING.
14. EACH TICKET HOLDER SHALL INDEMNIFY AND HOLD RNZ 2011 (INCLUDING THE OFFICIAL TICKETING AGENT) AND RWCL AND ALL AUTHORISED PERSONS HARMLESS FROM AND AGAINST ALL LOSS, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO THE COSTS OF ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF THESE CONDITIONS) SUFFERED OR INCURRED BY ANY OF THEM IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, A BREACH BY THE TICKET HOLDER OF ANY OF THESE CONDITIONS.
15. For the purposes of safety, security and/or checking compliance with these Conditions, each Ticket Holder shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including by producing a valid Ticket and proof of identity with valid photograph and signature). A Ticket Holder may be requested to submit to an inspection and/or body check for the purposes of locating and removing any Prohibited Item, and any refusal by the Ticket Holder may result in his/her eviction from the Venue.
16. The Ticket Holder acknowledges that he/she is individually responsible for his/her own property brought to and into a Venue (including Prohibited Items) and that there is no storage available at a Venue for any such items.

Media & Recordings

17. Photographs or any other recordings of sound or images taken within a Venue may be used for personal, private, non-commercial and non-promotional purposes only. It is forbidden for the Ticket Holder to disseminate at any time, over the internet, radio, television and/or any other current and/or future form or type of media, any sound, image, description or result and/or statistics of a Match (in whole or in part), or to assist any other person(s) in the conduct of such activities. The Ticket Holder is also forbidden from making or distributing broadcasts, commentary, news reports and/or statistics in respect of the whole or any part of a Match, by any means and in any format or media, including (without limitation) any such content made, recorded or captured in still or moving form by mobile phones or by any other form of wireless and/or portable device.
18. Each Ticket Holder attending a Match:
 - a. acknowledges that he/she is likely to be recorded in a number of media and publicly disseminated;
 - b. agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness captured whilst present at or about 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 and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
 - c. acknowledges and agrees that RWCL 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, without limitation, any such recordings used by the Ticket Holder in breach of paragraph 17 of these Conditions), including future rights to such recordings or to any works derived from such recordings;
 - d. waives, on an irrevocable, worldwide and perpetual basis, all moral rights in and to any recordings of sound or images taken within a Venue (including, without limitation, any such recordings taken by the Ticket Holder in breach of paragraph 17 of these Conditions); and
 - e. hereby unconditionally and irrevocably grants to RWCL a perpetual, exclusive, freely assignable and royalty-free 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 of sound or images taken by the Ticket Holder within a Venue in breach of paragraph 17 of these Conditions.

Refund & Cancellation

19. RNZ 2011 does not guarantee that the Match for which a Ticket is issued will take place at the date, time and Venue indicated on the Ticket. RNZ 2011 (acting in conjunction with RWCL) reserves the right to make alterations to the time, date and Venue of any Match or other details 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 Authorised Person or other competent authority. In the event of such alteration, neither RNZ 2011 (including the Official Ticketing Agent) nor RWCL will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraphs 20 and 21 of these Conditions.
 20. Subject to paragraphs 22, 23 and 24 of these Conditions, in the case of each Ticket, RNZ 2011 shall only be required to refund the Face Value to a Ticket Purchaser on application, in any one of the following circumstances:
 - a. if the Ticket is for a Match which is cancelled and cannot be rescheduled; or
 - b. if the Ticket is for a Match which is rescheduled to another date and/or another Venue subject to the Ticket Purchaser's election under paragraph 22 of these Conditions; or
 - c. if the Tournament is cancelled; or
 - d. if the Ticket Purchaser is otherwise entitled to a refund under applicable New Zealand law.
 21. If a Match is rescheduled, the Ticket Holder may elect to either:
 - a. use the existing Ticket for the rescheduled Match if the Match is rescheduled for another date but is still to be staged at the same Venue;
 - b. subject to availability of Tickets, exchange the Ticket with RNZ 2011 for a Ticket of the same or lower price category for the rescheduled Match if the Match is rescheduled to be staged at a different Venue; or
 - c. if there are insufficient Tickets available for the Match rescheduled to be staged at a different Venue, or the Ticket Holder is unable to attend any rescheduled Match, the Ticket Purchaser shall be entitled to apply for a refund pursuant to sub-paragraph 20(b) of these Conditions.
 22. RNZ 2011 shall not be required to refund any fees or charges paid in addition to the Face Value of the Ticket (for example, any Handling Fee or postage or courier charges) except where required by applicable New Zealand law. No interest or costs will be payable in respect of any monies refunded. Neither RNZ 2011 nor RWCL will be liable for any associated costs, expenses or loss (including, without limitation, any indirect and/or consequential loss, such as for travel to the Venue or any accommodation costs).
 23. Where paragraph 20 of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If RNZ 2011 initiates a refund process under sub-paragraphs 20(a), (b) or (c) of these Conditions, the Ticket Purchaser will be advised of the process and the prescribed deadline for refund applications, through the media or via direct communication, within 10 working days of the cancellation or rescheduling of the Match or the cancellation of the Tournament. The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket in order to be eligible for a refund. To avoid any doubt, RNZ 2011 shall not be required to issue a refund in relation to any Ticket which it reasonably believes has been the subject of a sale, transfer or disposal in breach of paragraphs 4 or 5 of these Conditions.
 24. A Ticket will not be exchanged or refunded if:
 - a. after a Match has started, it is cancelled for any reason, including, without limitation, inclement weather; or
 - b. on the date of a Match, the kick off is delayed for any reason; or
 - c. the kick off time of a Match changes after the date the Ticket was purchased.
- #### **General**
25. Information about a Ticket Purchaser is gathered and stored to identify the Ticket Purchaser and for administration, communication, enforcement and access control purposes. The Ticket Purchaser has a right of access to, and correction of, his/her personal information.
 26. In the event that any provision(s) of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision(s) shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such void, ineffective or unenforceable provision(s) had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.
 27. RNZ 2011 RESERVES THE RIGHT TO MAKE AMENDMENTS TO THESE CONDITIONS FROM TIME TO TIME AT RNZ 2011'S SOLE DISCRETION AND WITHOUT NOTICE (INCLUDING BY AMENDING OR SUPPLEMENTING THE

VENUE REGULATIONS). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available at www.rugbyworldcup.com/tickets and, upon request, from RNZ 2011 at the address set out in paragraph 28 of these Conditions.

28. Any information requests or other correspondence in relation to these Conditions should be addressed to: Ticketing Manager, Rugby New Zealand 2011 Limited, PO Box 1178, Wellington 6140, New Zealand.
29. If Tickets are acquired for the purposes of a business, or the Ticket Purchaser holds him/her or itself out as acquiring Tickets(s) for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 will not apply to these Conditions or the supplies made under it.
30. These Conditions will be governed by and interpreted in accordance with the laws of New Zealand. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at a Match will be submitted to the competent Court in New Zealand. Notwithstanding the foregoing, RNZ 2011 and/or RWCL reserve the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with the laws of New Zealand.
31. Any breach of any Condition set out herein may, in addition to any other remedy that RNZ 2011 and/or RWCL may have (including claiming under the indemnity provided in paragraph 14 of these Conditions), and even if the Ticket Holder did not have prior notice of the Condition or the breach, result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or his/her eviction from the Venue, in each case without refund or compensation. No failure or delay by RNZ 2011 and/or RWCL to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.
32. All Tickets (and the copyright in all Tickets) remain the property of RNZ 2011 and/or RWCL. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets must, upon the request of any Authorised Person, be delivered up to that Authorised Person. Such actions are without prejudice to other remedies which may include a fine and/or legal action.
33. For the purposes of the Contracts (Privity) Act 1982, the Ticket Holder and RNZ 2011 acknowledge and agree that these Conditions confer a benefit on, and are intended to be enforceable by, RWCL.
34. To the fullest extent permitted by law, all implied representations or warranties are excluded.

Definitions

35. When used in these Conditions, the following capitalised terms shall have the following meanings:

"Authorised Agents" means the Official Corporate Hospitality Agents and Official Travel Agents appointed by or on behalf of RWCL and which are legally and contractually entitled to sell Tickets as part of hospitality and travel packages respectively;

"Authorised Person(s)" means collectively all Tournament management, Venue management, Police, New Zealand Government and local Government agencies responsible for safety and security in connection with the Tournament, each Venue and each Match, and their respective staff, officials, representatives, officers and volunteers, including (without limitation) any Enforcement Officers;

"Conditions" means these conditions and the Venue Regulations which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on behalf of RNZ 2011 from time to time;

"Enforcement Officer(s)" means those persons appointed under the MEMA as enforcement officers and holding a warrant of appointment;

"Face Value" means the specified price of the Ticket only, and excludes any Handling Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including postage or courier charges);

"Handling Fee" means the fee payable per Ticket transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order;

"Match" means a game of rugby union forming part of the Tournament, the particulars of which are indicated on the Ticket;

"the MEMA" means the Major Events Management Act 2007 (New Zealand);

"Official Ticketing Agent" means the official appointed ticket agent of RNZ 2011, acting as agent for RNZ 2011;

"Original Sale Price" means the specified price of each Ticket plus any Handling Fee (or part thereof) and other charges necessary to effect the sale or trade of that Ticket (including postage or courier charges);

"Permitted Purchaser" means any Ticket Purchaser, any person who has obtained a Ticket in accordance with the restrictions and mechanisms outlined in these Conditions, and any other person with the prior express authorisation of RWCL;

"Playing Surface" means the area within the Venue on which the Match is played, together with any adjacent areas required for the purposes of the Match;

"Prohibited Item(s)" means any prohibited item(s) listed in full at [www.rugbyworldcup.com/tickets] and includes (without limitation) those items specified in sub-paragraph 11(a) of these Conditions;

"RNZ 2011" means Rugby New Zealand 2011 Limited of PO Box 1178, Wellington 6140, New Zealand;

"RWCL" means Rugby World Cup Limited of 1st Floor, Huguenot House, 35-38 St Stephen's Green, Dublin 2, Ireland;

"Ticket" means a ticket giving right of entry to a particular Match at a particular Venue in accordance with the details indicated thereon;

"Ticket Holder" means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket was issued or transferred;

"Ticket Purchaser" means the individual with legal capacity who has purchased a Ticket or Tickets through the Tournament's official ticket programme and/or through any Authorised Agent(s);

"Tournament" means the IRB Rugby World Cup 2011;

"Venue" means the entire premises of a stadium where a Match is scheduled to take place (and/or any replacement stadium to which a Match is rescheduled) and to which a Ticket is required to gain access, including all entrance and exit gates as well as all other official installations and areas; and

"Venue Regulations" means the security protocols and the public order and safety conditions of admission to each Venue hosting a Match, including as the same may be amended, supplemented or replaced from time to time. RNZ 2011 reserves the right to append these Conditions with Venue-specific regulations if necessary for public order and safety reasons.