

Rugby Travel & Hospitality Ltd

Terms of Use

These terms and conditions (the "Terms of Use") together with the Ticket Terms and Conditions (as defined below) and the RTH Invoice (collectively the "Customer Agreement") govern the purchase of Hospitality Packages (as defined below) by the Customer. The Ticket Terms and Conditions are set out in Appendix Two. In purchasing a Hospitality Package, the Customer (as defined below) has accepted to be bound by each of the provisions contained in the Customer Agreement. Accordingly, the Customer must ensure that it has read and understood the provisions of the Customer Agreement before purchasing Hospitality Packages.

1. **Definitions**
The defined terms in relation to these Terms of Use are set out in Appendix One.
2. **Orders and Price**
2.1 In purchasing the Hospitality Package(s) the Customer:
 - (a) warrants that all Customer details provided to the OCHA on behalf of the Customer are complete and accurate;
 - (c) acknowledges that the OCHA has brought to the attention of the Customer these Terms of Use and the Ticket Terms and Conditions; and
 - (d) formally accepts and agrees to be bound by (and to comply with) the Ticket Terms and Conditions.
- 2.2 RTH shall invoice the Package Fee to the Customer.
- 2.3 For the avoidance of doubt:
 - (a) the Customer's contract in respect of the Hospitality Package(s) (but not any enhancements to the Hospitality Package, or additional products or services offered by the OCHA to the Customer) is with RTH and not the OCHA; and
 - (b) any Hospitality Package enhancements or additional products and services sold to the Customer by the OCHA shall be invoiced directly to the Customer by the OCHA and not by RTH.
- 2.4 The Customer purchases, and RTH shall provide, the number and type of Hospitality Packages subject to the provisions of the Customer Agreement.
3. **Payment Terms**
3.1 If the Customer Agreement is entered into prior to 29 October 2010, then the Customer shall pay:
 - (a) twenty five per cent (25%) of the Package Fee on the date the Customer Agreement is entered into;
 - (b) thirty per cent (30%) of the Package Fee on 1 December 2010; and
 - (c) the remaining forty five per cent (45%) of the Package Fee on 1 May 2011.
- 3.2 If the Customer Agreement is entered into on or after 29 October 2010 but before 12 March 2011 then the Customer shall pay:
 - (a) fifty five per cent (55%) of the Package Fee on the date the Customer Agreement is entered into;
 - (b) ten per cent (10%) of the Package Fee on 15 March 2011; and
 - (c) the remaining thirty five per cent (35%) of the Package Fee on 1 April 2011.
- 3.3 If the Customer Agreement is entered into on or after 12 March 2011, then the Customer shall pay the Package Fee on the date the Customer Agreement is entered into.
- 3.4 Payment of all sums pursuant to this Agreement shall be paid in New Zealand dollars (unless otherwise agreed in writing by RTH) by bank transfer to RTH's bank account details of which shall be provided by RTH or such other method offered by RTH.
- 3.5 Without prejudice to any other rights under this Agreement, RTH shall be entitled in the case of overdue payments from Customer to charge interest on such overdue payments at the rate of two percent (2%) above the Bank of New Zealand's "business overdraft" base rate from time to time as listed on the "Business Base Rates" page under the "Borrowing" tab of the interest.co.nz website (<http://www.interest.co.nz/business-base-rates.asp?mm10>) from the due date until the date of payment.
- 3.6 All prices and any other charges quoted by RTH under this Agreement are exclusive of taxes, duties and charges imposed or levied in connection with the supply of the Hospitality Packages (including, but not limited to, GST) which shall be additionally payable by the Customer.
- 3.7 The Customer acknowledges that:
 - (a) Mastercard is the 'preferred card of Rugby World Cup 2011';
 - (b) not all payment cards will be accepted by RTH; and
 - (c) payments made by payment cards may be subject to a handling fee of 2.5%.
- 3.8 RTH will hold all amounts paid by the Customer in respect of the Face Value of Tickets on trust in an account administered by RWCL until the relevant Tickets have been issued to the Customer.
4. **Delivery of Hospitality Packages**
4.1 RTH shall deliver Hospitality Packages, Event Documents and Tickets to the Customer at the address notified to RTH by the OCHA in respect of the Customer.
- 4.2 Notwithstanding clause 4.1, it shall be the Customer's responsibility to arrange for an authorised representative to be present at the delivery address referred to in clause 4.1 to receive Hospitality Packages, Event Documents and/or Tickets, and to notify RTH of any change to such delivery address within a reasonable time prior to scheduled delivery.
5. **No sponsorship rights or association with the Tournament**
5.1 The Customer expressly acknowledges and agrees that the purchase of Hospitality Packages does not grant the Customer (or any Guest) any marketing or promotional rights with respect to the Tournament, the match, the IRB, RNZ 2011 or NZRU.
- 5.2 The Customer must not and shall procure that each of its Guests shall not, unless any of them are entitled to, use the Designation or the Trade Mark, hold itself out as a sponsor of, or otherwise associate itself or its name in any manner whatsoever with the Tournament, the match, the IRB, and/or RNZ 2011.
- 5.3 The Customer must not (and shall procure that its Guests shall not) whether before, during or after the Tournament:
 - (a) use the Hospitality Package (or any element thereof) for marketing or promotional purposes (including, without limitation, for use as a prize in competitions); or
 - (b) conduct any promotional, advertising or marketing activity in relation with the Tournament, the match, the IRB, RNZ 2011 or NZRU.
- 5.4 The Customer (including its Guests) shall have no right to use the official emblem, official designations and mascot(s) (if any) of the Tournament.
- 5.5 The Customer agrees that neither it, its Guests or any of its clients (as appropriate) shall have any right to promote themselves or their trade or business in the Venue Hospitality Area or otherwise associate themselves with RTH or the Tournament.
- 5.6 The Customer must comply at all times with the Major Events Management Act 2007 and shall not be entitled (and shall not permit its Guests) to wear or distribute in the Venue Hospitality Area any identifying material bearing a corporate name or logo (such as for example and without limitation hats, t-shirts, flags and balloons) whether to be used or worn by the Customer or its Guests at the relevant match or otherwise.
6. **Hospitality Packages**
6.1 The Customer acknowledges and accepts that access to the Venue and Venue Hospitality Area is strictly limited to the match day and to the time indicated by RTH. For the avoidance of doubt, access to the locations where Hospitality Services are provided will be restricted to persons having the express right to access such locations.
- 6.2 RTH reserves the right to substitute or amend a Hospitality Package (including without limitation any seats, areas or services initially allocated to the Customer) if such amendment is required:
 - (a) in order to comply with local applicable laws in force during the Tournament; or
 - (b) due to security constraints or other reasons in connection with the staging of the Tournament, in which case, RTH shall use all reasonable efforts to provide the Customer with (in RTH's opinion) an equivalent (as close as possible) hospitality package to the Hospitality Package purchased by the Customer. In such circumstances, RTH shall notify the Customer of the details of its new hospitality package.
7. **Conduct**
7.1 The Hospitality Package is provided subject to the Customer Agreement.
- 7.2 The Customer shall be responsible for notifying each Guest of the Ticket Terms and Conditions and the provisions of this Customer Agreement. The Customer shall procure the full compliance of its Guests with the Ticket Terms and Conditions and the provisions of this Customer Agreement.
- 7.3 The Customer and its Guests shall at all times comply with all directions and instructions of the competent authorities at the Venue (including, without limitation, the police).
- 7.4 If the Customer or any Guest fails to comply with clauses 7.2 or 7.3 then the Customer and/or the Guest (as applicable) shall have no right to a refund from RTH and RTH shall have no liability whatsoever to the Customer or the Guest as a result.
- 7.5 Without prejudice to the foregoing, the Customer shall, in purchasing a Hospitality Package, be deemed to have accepted and agreed to be bound by (and to comply with) the Ticket Terms and Conditions and the provisions of the Customer Agreement. Such acceptance and agreement shall be a material condition of the sale of the Tickets to the Customer. Any breach of the Ticket Terms and Conditions (including, for the avoidance of doubt and without limitation, the prohibitions on resale, transfer and commercial use) and the provisions of the Customer Agreement may result in the cancellation of the relevant Tickets.
8. **Ambush Marketing**
8.1 Without prejudice to the foregoing, the Customer agrees to use its best endeavours to ensure that its Guests comply with all rules and safety regulations established at each Venue and Venue Hospitality Area and acknowledges that Customers and/or Guests who are disruptive to the match or the enjoyment, comfort or safety of other spectators (whether because under the influence of alcohol, narcotics or otherwise) may be refused admission or removed by the Venue Operator. If the Customer (or a Guest) is refused admission or removed in such circumstances, then the Customer (including the relevant Guest) shall not be entitled to any refund and RTH shall have no liability whatsoever to the Customer or the Guest as a result.
- 8.2 The Customer and Guests are forbidden from using, possessing, selling or distributing any Prohibited Materials in the Venue or Venue Hospitality Area. If the Customer or any Guest is found with any such Prohibited Materials, the Venue Operator may remove such items and/or remove the Customer or Guest (as applicable) from the Venue or Venue Hospitality Area and/or refer the Customer or Guest (as applicable) to local authorities for investigation. If the Customer or a Guest is removed in such circumstances, then the Customer (including the relevant Guest) shall not be entitled to any refund and RTH shall have no liability whatsoever to the Customer or the Guest as a result.
- 8.3 Without prejudice to clause 8.2, the Customer and Guests are strictly prohibited from possessing, selling or distributing any kind of promotional or commercial items in the Venue or Venue Hospitality Area (including, without limitation, drinks, food, souvenirs, clothes and flyers). The Venue Operator may remove such items and/or remove the Customer or Guest (as applicable) from the Venue or Venue Hospitality Area. If the Customer or a Guest is removed in such circumstances, then the Customer (including the relevant Guest) shall not be entitled to any refund and RTH shall have no liability whatsoever to the Customer or the Guest as a result.
9. **Tickets**
9.1 The Customer acknowledges that Tickets (and any access/parking passes) that are damaged, defaced or unreadable may not be accepted by the Venue Operator for admission to the Venue or Venue Hospitality Area.
- 9.2 RTH shall not replace or reimburse the Customer in respect of any lost, stolen, damaged, destroyed or defaced Tickets (and any access/parking passes), save where the same occurs as a result of the negligent act or omission of RTH.
- 9.3 The Customer represents and warrants that it is purchasing the Hospitality Package for use by itself and its Guests only. The Customer shall not be entitled to resell, exchange or make available to any other person the Hospitality Package or any element of the Hospitality Package (including, without limitation, the Tickets).
10. **Rescheduled / Relocated Matches**
10.1 The times, dates and places of a match may be modified without notice to the Customer as a result of unforeseen circumstances (including, without limitation, Force Majeure, safety and security concerns or a decision from IRB, NZRU, RNZ 2011, the Venue Operator or any other competent authority).
- 10.2 If a match is rescheduled or relocated for any of the reasons referred to in clause 10.1, RTH will use its best efforts to arrange for the relevant Hospitality Package to be provided at the rescheduled or relocated match and/or venue. If RTH is able to provide materially the same Hospitality Package at the rescheduled or relocated match and/or venue, then the Customer's booking for the relevant Hospitality Package shall remain valid for the rescheduled or relocated Match and/or venue, and the Customer shall not be entitled to claim any refund and RTH shall have no liability whatsoever to the Customer or any Guest as a result. If RTH is unable to provide materially the same Hospitality Package at the rescheduled or relocated match, then the Customer shall be entitled to cancel its booking and claim a refund (save that RTH shall be entitled to retain any booking/administrative costs reasonably incurred by RTH prior to the date of cancellation and to retain such other costs as are reasonable if and to extent that RTH has borne costs in reliance on the match taking place and such costs are not readily recoverable (including, without limitation, any commission paid to the relevant OCHA)).

- 10.3 If a Match is rescheduled to take place after 1 January 2012, the Customer shall be entitled to cancel its booking (but shall not be obliged to do so) and claim a refund (save that RTH shall be entitled to retain any booking/administrative costs reasonably incurred by RTH prior to the date of cancellation and to retain such other costs as are reasonable if and to extent that RTH has borne costs in reliance on the match taking place prior to that date and such costs are not readily recoverable (including, without limitation, any commission paid to the relevant OCHA)).
- 10.4 The above remedies are without prejudice to any other remedy the Customer may have pursuant to the Ticket Terms and Conditions.
11. **Cancellation**
- 11.1 If a match (or any part thereof) is cancelled as a consequence of unforeseen circumstances (including, without limitation, Force Majeure, safety and security concerns or a decision from IRB, NZRU, RNZ 2011, the Venue Operator or any other competent authority) or as a result of the disqualification or withdrawal of a team, and not rescheduled, then the Customer shall be entitled to terminate the Customer Agreement and claim a refund (save that RTH shall be entitled to retain any booking/administrative costs reasonably incurred by RTH prior to the date of cancellation and to retain such other costs as are reasonable if and to extent that RTH has borne costs in reliance on the match taking place and such costs are not readily recoverable (including, without limitation, any commission paid to the relevant OCHA)).
- 11.2 The above remedies are without prejudice to any other remedy the Customer may have pursuant to the Ticket Terms and Conditions.
12. **Liability**
- 12.1 Other than the specific remedies available to the Customer referred to above, RTH shall not be liable to the Customer (or a Guest) by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the terms of the Customer Agreement, for any consequential loss or damage, any loss of profit (whether direct or indirect) or business or loss of future business or loss of enjoyment or otherwise, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of RTH, its employees or agents or otherwise) which arise out of or in connection with the supply of Hospitality Packages (including Tickets) or their use.
- 12.2 RTH's total liability to the Customer and its Guests whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstance exceed the Package Fee paid in respect of the affected Hospitality Package(s).
- 12.3 The Customer shall be responsible for all damage caused by itself, its Guests and any other persons under the control of the Customer.
- 12.4 The Customer agrees that the personal arrangements of it and its Guests in connection with the Hospitality Package (including, without limitation, travel and accommodation) are entered into by the Customer and its Guests at their own risk and that RTH shall not be liable for any costs, losses, loss of enjoyment or wasted expenditure (including, without limitation, any indirect and/or consequential loss or damage) suffered by the Customer or its Guests.
- 12.5 Nothing in this Agreement is intended and nor shall it be construed as an attempt by any party to exclude or limit its liability for death or personal injury caused by its negligence.
13. **Termination Events**
- 13.1 The Customer shall only be entitled to terminate the Customer Agreement in accordance with clauses 11.1 and 13.3 of these Terms of Use.
- 13.2 Without prejudice to any other rights RTH may have, RTH may terminate the Customer Agreement with immediate effect if:
- (a) the Customer fails to make a payment in accordance with clause 3; or
- (b) in RTH's reasonable opinion, the Customer or any of its Guests is, or is likely to be, in breach of clauses 8.2 or 8.3.
- 13.3 Either party may terminate a Customer Agreement with immediate effect if:
- (a) the other party is in material breach of any term of these Terms of Use and such breach is not capable of remedy;
- (b) the other party is in material breach of any term of these Terms of Use and (where capable of remedy) such breach is not remedied within thirty (30) days of notice to do so; or
- (c) the other party becomes subject to an Insolvency Event.
- 13.4 If notice of termination is given by RTH to the Customer pursuant to clause 13.2 or 13.3, RTH may, in addition to terminating the Customer Agreement:
- (a) require that the Customer immediately pay any money due to RTH;
- (b) cancel all the Customer's orders confirmed by RTH pursuant to clause 2 prior to the date of termination;
- (c) be regarded as discharged from any further obligations under this Agreement; and
- (d) pursue any additional or alternative remedies provided by law, except as otherwise provided in this Agreement.
- 13.5 Termination of a Customer Agreement shall not affect the rights or liabilities of either party accrued prior to termination or any terms intended expressly or by implication to survive termination.
14. **Notices**
- 14.1 Any communication to be given in connection with these Terms of Use shall be in writing in English and shall either be delivered by hand or sent by first class post or fax to the address of the relevant party. The parties shall notify each other of such details at the time of the Customer's booking and shall keep each other updated of any changes to such details.
- 14.2 A communication sent according to clause 14.1 shall be deemed to have been received:
- (a) if delivered by hand, at the time of delivery;
- (b) if sent by first class post, on the second day after posting; or
- (c) if sent by fax, at the time of completion of transmission by the sender.
- If, under the preceding provisions of this clause 14.2, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9.30 am to 5.30 pm on a day other than a Saturday, Sunday or public holiday in New Zealand ("Business Day"), it shall be deemed to have been received at 9.30 am on the next Business Day.
15. **Entire agreement, no waiver, and amendments**
- 15.1 The Customer Agreement constitutes the whole agreement and understanding between the parties with respect to the subject matter of the Customer Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to the subject matter of the Customer Agreement. The Customer acknowledges that it has not entered into the Customer Agreement in reliance on any statement or representation, whether or not made by RTH, except in so far as the representation has been incorporated into the Customer Agreement.
- 15.2 The Customer irrevocably and unconditionally waives any right it may have to claim damages and/or to rescind the Customer Agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) not expressly contained in the Customer Agreement. Any failure or delay in enforcing an obligation or exercising a right, under the Customer Agreement, does not amount to a waiver of that obligation or right. The waiver of a breach of a term of the Customer Agreement does not amount to a waiver of any other term. A waiver of a breach of any of the terms of the Customer Agreement shall not prevent a party from subsequently requiring compliance with the waived obligation.
- 15.3 No amendment to the Customer Agreement shall be effective unless made in writing and signed by the parties or their duly authorised representatives.
16. **Severance**
- If any provision of the Customer Agreement is declared invalid or unenforceable by any court or authority of competent jurisdiction:
- (a) all other provisions of the Customer Agreement shall remain in full force and effect and shall not in any way be impaired; and
- (b) the parties shall meet and agree to a replacement provision which is as close as is legally permissible to the provision found invalid, or unenforceable.
17. **Force Majeure**
- 17.1 No party shall be liable to any other party for its inability to perform any obligations under the Customer Agreement caused by a Force Majeure Event.
- 17.2 If a Force Majeure Event occurs, then the party affected shall immediately notify the other parties of the nature and likely duration of the Force Majeure Event and take all reasonable steps to reduce its effect.
- 17.3 If the Force Majeure Event continues for a period of thirty (30) days or more either party may terminate the Customer Agreement provided such Force Majeure Event is continuing at the date of termination.
- 17.4 Unless the Customer Agreement is terminated under clause 17.3, the party affected by the Force Majeure Event shall notify the other parties as soon as its performance of its obligations under this Agreement is no longer prevented.
18. **Governing law and jurisdiction**
- The Customer Agreement shall be governed by and interpreted in accordance with the laws of New Zealand. The parties hereby submit to the exclusive jurisdiction of the New Zealand courts.

APPENDIX ONE - DEFINITIONS

- In these Terms of Use, the words and expressions set out below shall, unless the context otherwise requires, have the following meanings:
- Customer means the end-customer that purchases (or otherwise obtains) a Hospitality Package from RTH;
- Event Documents means some or all of the following: (a) presentation wallet; (b) itinerary; (c) Venue location map; (d) security pass; and (e) car park pass (where applicable);
- Force Majeure Event means any event or circumstances beyond the reasonable control of a party (including, without limitation, industrial or civil disputes war, governmental action, riot, fire, flood, drought or act of God, terrorism (including the threat of terrorism) and epidemics);
- GST means goods and services tax, as that term is defined in the Goods and Services Tax Act 1986 (NZ);
- Guest means any guest of the Customer benefiting from a Hospitality Package sold to the Customer and holding a Ticket contained therein;
- Hospitality Package means a hospitality package sold by RTH to the Customer, which hospitality packages are sold in conjunction with Tickets;
- IRB means the International Rugby Board, which is the world governing and law making body for the game of Rugby Union;
- Insolvency Event occurs when:
- (a) a party becomes insolvent or is unable to pay its debts as they fall due;
- (b) in relation to a party a statutory demand is served, an administrator, liquidator, statutory manager, receiver or other like person is appointed or any insolvency procedure under the Companies Act 1993 (NZ) is instituted or occurs; or
- (c) any analogous demand, appointment or procedure is instituted or occurs in relation to a party elsewhere than in New Zealand;
- NZRU means the New Zealand Rugby Union, the host union of the Tournament;
- OCHA means an official corporate hospitality agent that has entered into an agreement with RTH in relation to the appointment of the OCHA as one of RTH's official corporate hospitality agents for the Tournament;
- Package Fee means the price of the relevant Hospitality Package paid or payable by the Customer to RTH;
- Prohibited Materials means:
- (a) banners or other signs bearing (in the opinion of RTH or the Venue Operator) commercial, offensive or provocative messages;
- (b) promotional and commercial objects and materials of whatever nature (including, but not limited to, documents, leaflets, badges, signs, symbols and banners);
- (c) any promotional or commercial items of whatever nature that incorporate the logos, branding, get-up or slogans associated with Customer or any of its Guests; and
- (d) any other objects or materials identified as such by the Venue Operator that may affect the reputation of the IRB, NZRU, the Tournament or the Tournament's official sponsors;
- RNZ 2011 means Rugby New Zealand 2011 Limited, a joint venture between the NZRU and the government of New Zealand;
- RTH means Rugby Travel & Hospitality (NZ) Limited;
- RTH Invoice means any invoice rendered to the Customer in respect of Hospitality Packages;
- Tickets means match tickets for each match of the Tournament;
- Ticket Terms and Conditions means the general terms and conditions relating to the purchase and use of Tickets set out in Appendix Two;
- Tournament means Rugby World Cup 2011, New Zealand;
- Venues means the venues for matches at the Tournament;
- Venue Hospitality Area means all areas in which Hospitality Packages are provided, including (without limitation):
- (a) in respect of those Hospitality Packages where the hospitality element of the package is located within the Venue, that area containing a defined number of seats and the function space used in connection with those seats; and
- (b) in respect of those Hospitality Packages where the hospitality element of the package is located outside the Venue (for example, in temporary structures or existing facilities such as (without limitation) sports halls, restaurants, hotels or reception areas), those areas to which access is limited and controlled for the benefit of Hospitality Package customers; and
- Venue Operator means:
- (a) the owner and/or operator of a Venue or Venue Hospitality Area and their personnel;
- (b) stewards or other officials at a Venue or Venue Hospitality Area; and
- (c) police officers or other law enforcement or security officials at a Venue or Venue Hospitality Area.

APPENDIX TWO - TICKET TERMS AND CONDITIONS

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); 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 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:
- if the Ticket is for a Match which is cancelled and cannot be rescheduled; or
 - 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
 - if the Tournament is cancelled; or
 - 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:
- 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;
 - 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
 - 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:
- after a Match has started, it is cancelled for any reason, including, without limitation, inclement weather; or
 - on the date of a Match, the kick off is delayed for any reason; or
 - 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 [\[www.rugbyworldcup.com/tickets\]](http://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.