

MEMBERSHIP TERMS AND CONDITIONS

1.

By an individual registering as a Member of a particular Membership Package offered by the Otago Rugby Football Union ('ORFU') ('Membership'), whether an individual is applying to register as a Member for the first time or is renewing the Membership with ORFU, the individual is accepting and agrees to be bound by these ORFU Membership terms and conditions ('Ts & Cs'), the terms and conditions of entry for any ground at which an event is held, the terms and conditions applying to the tickets issued for such events, and the terms and conditions of any website used in relation to the above ('Terms and Conditions').

2.

To the extent that there are any inconsistencies or anything contrary in the Terms and Conditions, the terms and conditions of entry for the ground which is holding the event, and the terms and conditions applying to the tickets issued for such event, prevail.

3.

Membership is at the discretion of the ORFU, and the ORFU reserves the right to accept or reject an application to register as a Member or renew Membership, at its sole discretion.

4.

If a Member fails to renew their Membership by the date specified, all rights to Membership will cease forthwith.

5.

Membership entitles one person only entry to Forsyth Barr Stadium at any one time.

6.

Where a Member chooses to nominate a nominee to take the Member's place as a Member for one or more events, it is the Member's responsibility to ensure that the nominee is aware of the responsibilities and limitations of the Membership, and complies with all Terms and Conditions. Any action of the nominee will be viewed as an action by the Member.

7.

Notwithstanding clause 6, the ORFU has the absolute right to refuse any nominee the benefits of the Membership, and the entry into, or attendance at, any event at its sole discretion.

8.

The Member acknowledges and agrees that it is an essential condition of the ORFU accepting an application for Membership and issuing the card provided to Members evidencing their membership ('Card') and/or Match Tickets that Cards (and their respective tickets) will not be:

- a)** transferred to any other person, other than that Member's nominee;
- b)** offered, provided, resold or transferred at a premium;
- c)** used in relation to any commercial purposes (including any competitions, advertising, promotion or as a prize in any competition or sweepstake, but not including the entertaining of clients), or to enhance the demand for any other goods or services; and/or
- d)** bundled with any other goods or services (including but not limited to as part of any hospitality or travel package), without the ORFU's prior written consent.

9.

The Member acknowledges and agrees that it is an essential condition of the ORFU accepting an application for Membership and issuing Cards (and their respective tickets) that Members, when attending any events, are expressly prohibited from:

- a)** acting in a manner that may bring the name and/or reputation of ORFU and any event into disrepute, including but not limited to acting in an abusive, disruptive, or dangerous manner;
- b)** having on their persons any dangerous, offensive, or prohibited items, including but not limited to glass bottles, metal containers, alcohol, illegal substances, objects that are or could be weapons or cause disruption, banners/signs/slogans that are political or offensive or religious or race-related, that are not purchased at the event;

c) using, possessing, or holding promotional or commercial objects and materials, engaging in any ambush marketing/gambling, or conducting any commercial activity, or offering;

d) taking photographs or recording sound or images of the event for any purpose other than for a personal, private, noncommercial purposes; and

e) breaching any Terms and Conditions, or New Zealand legislation.

10.

Despite the rights to Membership stated in this agreement, if:

- a)** there are any monies outstanding or owed in respect of the Member's Membership or an event a Member is attending; and/or
- b)** there is any breach or misuse by the Member of any Terms and Conditions by the Member; and/or
- c)** the Member fails to follow any instruction(s) made by any authorised person of the ORFU ; and/or
- d)** the Member breaches any other New Zealand law or regulation or bylaw; and/or
- e)** if, for any reason, the ORFU is unable to provide the benefits of Membership.

11.

ORFU may at its sole discretion, even if the Member did not have notice of the particular term(s) and/or condition(s) or breach:

- a)** refuse the Member entry into the event; and/or
- b)** evict/expel the Member from any event; and/or
- c)** suspend and/or cancel the Member's Membership and/or tickets (without a refund); and/or
- d)** cause the forfeiture of the Membership and/or any and all rights of Membership (without a refund); and/or
- e)** require the Member to return the ORFU's property to ORFU including but not limited to the Card; and/or
- f)** any other consequence that the ORFU so directs. Such actions are in addition and without prejudice to other remedies available to ORFU, including but not limited to a fine and legal action.

12.

Where requested by an authorised person of ORFU at any time, the Member must :

- a)** produce and hand over for inspection their Card, and relevant ticket;
- b)** produce and hand over for inspection their proof of identity, with a valid photograph and signature;
- c)** submit to a search of possession and/or body checks for the purposes of locating and removing those items referred to in term 8b of these Ts & Cs; and
- d)** comply with all other reasonable instructions and guidelines requested.

13.

The Member(s) named on the Card is responsible for the Card at all times. However, the Card remains the property of the ORFU at all times, and the Member:

- a)** is not permitted to sell their rights or the use of the Card to a third party; and
- b)** must return the Card to the ORFU when the Member's Membership is cancelled, forfeited, or not renewed, for any reason.

14.

The Membership is for a 12-month period from 1 December to 30 November in each year and will expire unless renewed.

15.

The ORFU may, at its sole discretion, choose to offer memberships:

- a)** for a time period that differs from the time period specified in clause 12 above; and/or
- b)** at a location(s) different than the locations contemplated in these Ts & Cs; and/or
- c)** which entitle the members to games that differ in number and/or nature to those contemplated in these Ts & Cs. Where any such membership is offered, additional terms and conditions may apply to that membership. Despite the additional terms and conditions, the Ts & Cs will still apply to the membership to the fullest extent possible. To the extent that there are any inconsistencies or anything contrary between the additional terms and conditions and the Ts & Cs, the additional terms and conditions supersede the Ts & Cs.

16.

Allocation of seats to Members is

at the sole discretion of the ORFU, and the ORFU reserves the right to assign Members with new seats. The ORFU is not obliged to notify the Member of any proposed redevelopment which may impact on the Member's season seating. If any change to seating does occur, the Member will be notified.

17.

Seat entitlement is personal to the Member. Members are requested to advise the event's ushers or security staff of any unauthorised person(s) sitting in the Member's allocated seat(s) for designated fixtures. The ORFU reserves the right to on-sell membership seats for additional events (such as semi-finals/finals) where that the Membership seat has not been ordered or paid for by the deadline specified on the order form.

18.

At its sole discretion, the ORFU may charge the Member an additional fee for the ticket(s) to a particular semi-final and/or final event(s), even where that event is included in the Membership.

19.

Exchanges or refunds are not available on Memberships or additional products purchased. If a Member wishes to cancel their Membership, a written request must be submitted to orfu@orfu.co.nz prior to the commencement of the season to which the Membership relates. Such application may be accepted or rejected at the ORFU's sole discretion.

20.

The Member agrees that:
a) it indemnifies and holds harmless the ORFU, its related companies, any other third party involved in the Membership, and each of the above-mentioned's employees and directors, from and against all costs, losses, damages, harm, and liabilities suffered or incurred by the ORFU or any third party, in connection with, resulting from, or arising out of, the Member being a Member and/or a breach of these Ts & Cs and/or attending any event.; and
b) neither the ORFU, its related companies, any third party involved in the Membership, or any of the abovementioned's employees and directors are liable to the Member for any costs, losses, damages, harm, and liabilities suffered or

incurred in connection with, resulting from, or arising out of, being a Member and/or a breach of these Ts & Cs and/or attending any event.

21.

To the full extent permitted by law and without limiting any of the Member's rights under the Fair Trading Act 1986, all warranties, conditions, and representations about the ORFU and/or the Membership and/or any events offered to or provided by the ORFU, are excluded. If a term is implied by law into these Ts & Cs, and the law prohibits provisions in a contract excluding or modifying liability under that term, then it shall be included in these Ts & Cs but limited to:

- a)** the supply of the services again; or
- b)** the payment of the cost of having the services supplied again.

22.

Personal information is gathered and stored in accordance with the Privacy Act 1993, and is used to:
a) identify the purchaser and Member;
b) market any products, merchandise, and special offers made available by the ORFU or the ORFU's respective corporate partners, sponsors, licensees, and suppliers;
c) keep the purchaser and Member informed of upcoming events; and
d) for research and development purposes. The ORFU may share the Member's personal information with:

- a)** any of its related companies;
- b)** any organisations involved in the events;
- c)** its corporate partners, sponsors, licensees, and suppliers;
- d)** companies that the ORFU have engaged to carry out all or some of its functions and activities on its behalf;
- e)** its insurers and professional advisers; and
- f)** anyone else as is required under law.

The Member can refuse to provide the ORFU with the Member's personal information; however the ORFU may therefore be unable to provide all or some of the Membership.

23.

Where a Member is an individual, the Member may request access to, and correction of, the Member's

personal information. Information requests should be addressed to:
Ticketing Manager,
Otago Rugby Football Union,
PO Box 691,
Dunedin 9054.

24.

The Member is responsible for notifying the ORFU where any of their details that the ORFU rely on, change.

25.

The ORFU may vary the benefits of the Membership and the Ts & Cs at any time, at its sole discretion. The ORFU will notify the Member of any change. The Member's continued registration as a Member after such notification will constitute an acceptance of the amendments to the Ts & Cs by the Member.

26.

All prices stated include GST, unless they indicate otherwise.

27.

This agreement is governed by the laws of New Zealand, and each party submits to the exclusive jurisdiction of the courts of New Zealand.

28.

No failure to exercise or delay in exercising any right, power, or remedy by the ORFU under this agreement operates as a waiver of that right, power, or remedy by the ORFU.

29.

In the event that any term(s) of these Ts & Cs are declared void, ineffective, or unenforceable by any competent court, the remainder of these Ts & Cs will remain in effect as if such void, ineffective, or unenforceable provision(s) had not been included. Any concerns or grievances should be addressed to:

Otago Rugby Football Union

PO Box 691

Dunedin 9054

Phone: (03) 477 0928

Email: orfu@orfu.co.nz