### **BOOKING TERMS AND CONDITIONS**

Rugby Hospitality LP trading as All Blacks Hospitality ("All Blacks Hospitality") provides certain hospitality related services specific to the All Blacks.

The following terms and conditions (the "Terms and Conditions") govern all requests and purchases of Hospitality Packages by the Customer from All Blacks Hospitality. Accordingly, in requesting or purchasing a Hospitality Package, the Customer (including the Agent, to the extent that the Agent makes a Booking on behalf of a Customer) acknowledges that they have read and accepted these Terms and Conditions and agree to be legally bound by them. These Terms and Conditions shall take effect notwithstanding any inconsistency with any other term or condition that relates to any Hospitality Package. Please direct any queries regarding these Terms and Conditions to All Blacks Hospitality, before any request for a Hospitality Package is made.

For the avoidance of doubt, All Blacks Hospitality's Website Terms of Use and Privacy Policy (set out below) are incorporated into these Terms and Conditions.

#### 1.0 DEFINITIONS

1.1. In these Terms and Conditions, the words and expressions set out below shall, unless the context otherwise requires, have the following meanings:

"Agent" means an agent appointed to make a Booking on behalf of a Customer;

"All Blacks" means the New Zealand senior national representative men's 15-a-side rugby union team under the control of NZR, currently known as the All Blacks;

"All Blacks Hospitality" means Rugby Hospitality LP trading as All Blacks Hospitality;

"All Blacks Matches" means matches played by the All Blacks to which the Hospitality Package relates and "All Blacks Match" means any one of them;

"All Blacks Match Organisers" means any contracted party who holds rights to the All Blacks Match(es) to which the Hospitality Package relates or who is responsible for the organisation, supervision and/or provision of certain activities, goods and services at the All Blacks Match(es) to which the Hospitality Package relates;

"All Blacks Match Organisers Ticket Terms and Conditions" means the NZRU's ticket terms and conditions as published on its website and updated from time to time;

"Booking" means the reservation of a Hospitality Package in accordance with these Terms and Conditions;

"Booking Acknowledgment" means the written confirmation sent by All Blacks Hospitality to the Customer in accordance with clause 2 of these Terms and Conditions:

"Claim" means all actions, proceedings, suits, claims and demands of any nature whatsoever;

### "Customer" means:

- (a) any person that requests or purchases a Hospitality Package from All Blacks Hospitality (and to the extent that an Agent makes a Booking on behalf of a Customer, that Agent) on the Website; and
- (b) any end user of Hospitality Package(s), including (without limitation) Guests;

"Force Majeure Event" means any event or circumstances beyond the reasonable control of All Blacks Hospitality, including (without limitation), industrial or civil disputes, war, governmental action, riot, fire, flood, drought or an act of God, terrorism (including the threat of terrorism), epidemics and pandemics;

"Guests" means any person on whose behalf the Customer (including Agents) purchases Hospitality Package(s);

"GST" means goods and services tax, as that term is defined in the Goods and Services Tax Act 1985 (NZ);

"Hospitality Area" means the areas under which each Hospitality Package is provided, including (without limitation):

- (a) In respect of those Hospitality Packages where the hospitality element of the Hospitality Package is located within the Venue, that area containing a defined number of seats; and
- (b) In respect of those Hospitality Packages where the hospitality element of the Hospitality Package is located outside of the Venue (e.g. in temporary marquees or structures or existing facilities), those areas to which access is limited and controlled for the benefit of Hospitality Package Customers:

"Hospitality Fee" means the fee recorded on the Booking Acknowledgment (as relevant) for the Hospitality Package(s) (and in the case of one of multiple Hospitality Packages, the fee related to that Hospitality Package):

"Hospitality Package" means in relation to All Black Matches, the services to be provided and / or sold to the Customer by All Blacks Hospitality and / or third parties, as confirmed in a Booking Acknowledgment. Such services may include, but are not limited to, Tickets, access and use of the Hospitality Area (if any), catering, hospitality and travel;

"Loss" means all damage, loss, liability, cost and expense (including legal expenses between solicitor and client) of any nature whatsoever;

"NZRU" means the New Zealand Rugby Union;

"Operator" means, as relevant:

- (a) The owner and/or operator of the Venue and their personnel;
- (b) The owner and / or operator of a Hospitality Area;
- (c) Police officers or other law enforcement authorities or security officials at the Venue;

"Suppliers" means, in relation to any Hospitality Package, the third-party suppliers of any services that form part of a Hospitality Package and "Supplier" means any one of them;

"Suppliers Terms and Conditions" means any terms and conditions relevant to a Supplier in the provision of providing its services to a Customer as may be published/displayed by the Supplier, provided to the Customer or otherwise;

"Tickets" means tickets to the All Blacks Match(es) in relation to any Hospitality Package(s);

"Venue" means the ground or stadium where the All Blacks Match is scheduled to be played;

"Venue Regulations" means the regulations or conditions of entry for the relevant Venue as published by the Venue and / or displayed at the Venue;

"Website" means www.allblackshospitality.co.nz:

"Working Day" means a day (other than a Saturday, Sunday or public holiday) on which registered banks are open for normal banking business in Auckland, New Zealand.

# 2.0 BOOKING

- 2.1 When a Customer makes a booking request on the Website, that Customer (which for the avoidance of doubt includes the Agent (as applicable)) warrants that they have the full power and authority to accept these Terms and Conditions on behalf of each person comprising the Customer (including Guests) and that the Terms and Conditions create valid and binding obligations on each person comprising the Customer (including Guests).
- 2.2 Following a booking request being made by the Customer on the Website, confirmation of the Hospitality Package and the Hospitality Fee for the Hospitality Package will be issued by All Blacks Hospitality ("Booking Acknowledgement"). It is the Customer's responsibility to check the Hospitality Package and Hospitality Fees

detailed in the Booking Acknowledgement. Payment is required at the time a Booking Acknowledgment is issued by All Blacks Hospitality in accordance with the procedure set out on the Booking Acknowledgment and Website, unless All Blacks Hospitality agrees in writing that the Customer can make payment of the Hospitality Fee in accordance with clause 2.3.

- 2.3 The Customer can request that All Blacks Hospitality issue the Customer with an invoice for payment of the Hospitality Fee. For the avoidance of doubt, All Blacks Hospitality has absolute discretion as to whether it consents to a request in accordance with this clause 2.3. Unless otherwise agreed in writing by All Blacks Hospitality, any invoice issued by All Blacks Hospitality pursuant to this clause 2.3 must be paid in full by the Customer within seven (7) days of issue of the relevant invoice by All Blacks Hospitality. If payment is not made within this timeframe, All Blacks Hospitality reserves the right to cancel the Customer's booking in accordance with clause 5.6.
- 2.4 It is always possible that, despite All Blacks Hospitality's best efforts, the Booking Acknowledgment may be incorrect. If All Blacks Hospitality discover an error in any Booking Acknowledgment, All Blacks Hospitality will inform the Customer in writing of this error and will give the Customer the option of:
  - (a) Paying any additional Hospitality Fee to the extent that it was incorrectly detailed in the Booking Acknowledgment; or
  - (b) Cancelling the relevant Booking and receiving a full refund.
- 2.5 The Customer on making a booking request in accordance with clause 2.2 agrees and acknowledges that the Customer (including Guests) shall be bound by, and shall comply with, the Terms and Conditions together with any other terms relating to the Hospitality Package and any other requirements and/or conditions that may be otherwise required by All Blacks Hospitality. In the event that the Customer is in the form of an Agent to the extent that the Agent makes a Booking, the Agent warrants that they have the full power and authority to bind each person comprising the Customer (including Guests) to these Terms and Conditions and any other term relating to the Hospitality Package and that the Agent has made the Customer (including Guests) fully aware of these Terms and Conditions and they have acknowledged and accepted the same.
- All Blacks Hospitality reserves the right to cancel a Booking or to use all reasonable efforts to provide the Customer with (in All Blacks Hospitality's reasonable opinion) a fair and reasonable alternative hospitality package if All Blacks Hospitality considers, at its absolute discretion, that there have been insufficient sales of Hospitality Packages for an All Blacks Match. Where possible All Blacks Hospitality shall advise the Customer as soon as possible of such cancellation and shall refund in full all payments made by the Customer for each Hospitality Package so cancelled (except in circumstances where All Blacks Hospitality is acting purely as a sales agent).
- 2.7 The Customer acknowledges that All Blacks Hospitality will not allocate any Tickets forming part of any Hospitality Package to the Customer (including Guests), until payment of the relevant Hospitality Fee is made in full by the Customer to All Blacks Hospitality.

### 3.0 HOSPITALITY PACKAGES

- 3.1 All Blacks Hospitality does not make any warranty or representation in relation to the standard of any goods or services that are provided by third parties (including but not limited to All Blacks Match Organisers and Suppliers) that form part of the Hospitality Package, or the fitness for purpose, suitability, presentation, or availability of services or amenities in relation to any goods or services provided by third parties as part of the Hospitality Package.
- 3.2 In requesting and purchasing a Hospitality Package the Customer:
  - (a) Warrants that all details provided to All Blacks Hospitality on behalf of the Customer (including Guests) are complete and accurate;
  - (b) Warrants and represents that the person confirming the Booking has the power and authority to bind the Customer (including Guests):
  - (c) Appoints All Blacks Hospitality as its duly appointed agent for the purposes of dealing with all All Blacks Match Organisers, Suppliers and Operators for the purpose of procuring the goods and services that form part of the Hospitality Package.

- (d) Acknowledges that All Blacks Hospitality has brought to the attention of the Customer these Terms and Conditions:
- (e) Formally accepts and agrees to be bound by (and to comply with) these Terms and Conditions, any relevant Supplier Terms and Conditions and any other laws, rules, regulations and/or conditions relating to the provision of the Hospitality Package;
- (f) Accepts responsibility for making due payment of all monies payable in respect of each Booking.
- 3.3 Each Hospitality Package is non-transferable unless All Blacks Hospitality agrees otherwise and confirm the same in writing. Customers shall not re-sell, or advertise for sale, any Hospitality Package, or any part of it, to another person, company or organisation. If a Customer breaches this obligation, then the All Blacks Match Organisers and/or Suppliers (as applicable) may cancel any Tickets relating to the Hospitality Package and All Blacks Hospitality reserve the right to cancel the relevant Booking (without liability to the Customer) and to retain all monies paid to All Blacks Hospitality in relation to the relevant Booking.

### 4.0 ALL BLACKS MATCHES / TICKETS

- 4.1 The Customer acknowledges that use of the Tickets shall be subject to the All Blacks Match Organisers Ticket Terms and Conditions, NZRU's ticketing partner's terms and conditions, and the Venue Regulations, in addition to the terms and conditions contained herein. All claims relating to Tickets, or an All Blacks Match itself are the sole responsibility of the All Blacks Match Organiser and / or Venue (as the case may be), and to the full extent permitted by law All Blacks Hospitality disclaims all such liability to its Customers (including Guests).
- 4.2 All Blacks Hospitality finalises all arrangements for Hospitality Packages on the express condition that it shall not be liable to guests for any injury, loss, accident, delay or irregularity which may be occasioned by reason of any defect through the acts or default of any company or person (including but not limited to All Blacks Match Organisers) engaged in carrying out the arrangements at the All Blacks Matches or otherwise in connection herewith.
- 4.3 The right of admission is reserved and is subject to the All Blacks Match Organiser Ticket Terms and Conditions and Venue Regulations, copies of which shall be made available on request.
- 4.4 Entry may be refused if Tickets are damaged or defaced in any way or are not purchased directly from All Blacks Hospitality or its authorised points of sale.
- 4.5 All Blacks Hospitality does not warrant or represent that any advertised All Blacks Match will be held.
- 4.6 All Blacks Hospitality, All Blacks Match Organisers and Operators (or its authorised representatives) have the right to remove any person who in its reasonable opinion is not observing the obligations set out herein.
- 4.7 The Customer shall not use a Hospitality Package for marketing or promotional purposes. This includes, but is not limited to, being used as a part of an incentive, prize or lottery without the prior written approval of All Blacks Hospitality.
- 4.8 The Customer acknowledges that where a Ticket forming part of a Hospitality Package includes a 'covered' seat, the seat allocated to the relevant Ticket has been categorised by the Venue owner as a seat that is located behind the 'dripline' of the roof of the Venue. All Blacks Hospitality does not guarantee that all Tickets categorised as 'covered' seats will remain dry at all times. The Customer and the Customer acknowledge that the dryness of a 'covered' seat may be subject to weather conditions prevailing at the time of the relevant All Blacks Match and accepts all risk associated with such weather conditions.

## 5.0 PAYMENT TERMS

- 5.1 The Hospitality Fee is exclusive of GST unless otherwise stated.
- 5.2 All Blacks Hospitality reserves the right to alter the prices of Hospitality Package(s) shown on the Website.
- 5.3 Unless otherwise specified by All Blacks Hospitality, payment of the Hospitality Fee and all other sums payable under these Terms and Conditions will be in New Zealand Dollars.

- 5.4 The Customer must pay the Hospitality Fee as and when specified by All Blacks Hospitality pursuant to the Booking Acknowledgment or as otherwise directed by All Blacks Hospitality.
- 5.5 The Customer acknowledges that:
  - (a) Not all payment cards will be accepted by All Blacks Hospitality; and
  - (b) Payments made by payment cards may be subject to a handling fee.
- 5.6 Without prejudice to any other rights under these Terms and Conditions, All Blacks Hospitality shall be entitled in the case of overdue payments from the Customer to charge interest on such overdue payments at the rate of 14% per annum, from the due date until the date of payment.
- 5.7 All Blacks Hospitality reserves the right to cancel a Booking should payment of any invoice rendered by All Blacks Hospitality to the Customer in accordance with clause 2.3 not be received before the payment due date. If a Customer's Booking is cancelled in accordance with this clause then no part of the Hospitality Package will be provided notwithstanding that any part of the relevant invoice or invoices may have been paid. In the event that the Customer has paid some but not all of the All Blacks Hospitality invoices rendered in relation to a Hospitality Package ordered by the Customer, then the amount paid will be forfeited by the Customer and Customer as a cancellation fee.
- 5.8 All Blacks Hospitality reserves the right to pass on to the Customer any cost increases that are incurred in relation to the relevant Booking. In the event that a cost increase is passed on to the Customer, and provided that the relevant GST invoice has yet to be issued to the Customer, the Customer will have the right to cancel its reservation by immediately providing All Blacks Hospitality notice of the same.

#### 6.0 CUSTOMER'S OBLIGATIONS

- 6.1 In addition to the Customers other obligations set out in these Terms and Conditions, the Customer agrees to:
  - (a) Pay all monies due and owing as specified by All Blacks Hospitality in accordance with clause 5 of these Terms and Conditions;
  - (b) Pay to All Blacks Hospitality any costs or expenses incurred by All Blacks Hospitality in recovering sums owed hereunder and any damages for non-performance hereof including legal costs on a full indemnity basis;
  - (c) Be responsible for the reasonable dress standard, good behaviour, and full compliance with all provisions under these Terms and Conditions;
  - Exercise host responsibility in respect of the amount of alcohol consumed, age of invitees and the dangers of drinking and driving;
  - (e) Not use (or attempt to do so) the Hospitality Package, Hospitality Area or the Venue except as expressly permitted under these Terms and Conditions;
  - (f) Not bring any food or alcoholic beverages to any Hospitality Area and / or Venue and further agree that alcoholic beverages may only be consumed as directed by All Blacks Hospitality or the principals, officers or administration personnel of any Hospitality Area and / or Venue;
  - (g) Comply with any smoking restrictions that are imposed by Venue Regulations;
  - (h) Will immediately pay to All Blacks Hospitality all Loss resulting from any Claim against All Blacks Hospitality in making good any damage to the Hospitality Area or the Venue caused by the Customer (including Guests);
  - (i) Comply with the terms and conditions of the All Blacks Match Organiser and Operator of the Hospitality Areas, and any instruction given by them:
  - (j) Comply with all laws, rules and Venue Regulations and all local and statutory authorities;

(k) Comply with all health and safety procedures and regulations specific to the Venue and Hospitality Areas (as applicable).

# 7.0 NO SPONSORSHIP RIGHTS OR ASSOCIATION WITH THE ALL BLACKS

- 7.1 The Customer (including Guests) expressly acknowledges and agrees that the purchase of any Hospitality Package under these Terms and Conditions does not grant the Customer any marketing or promotional rights with respect to (without limitation), the All Blacks, All Blacks Matches, NZRU and the International Rugby Board ("IRB").
- 7.2 The Customer (including Guests) must not, unless entitled to, use any trade mark, logo or intellectual property belonging or associated with (without limitation) the All Blacks, All Blacks Matches, IRB and NZRU, and / or hold itself out as a sponsor of, or otherwise associated itself or its name in any manner whatsoever with (without limitation) the All Blacks, All Blacks Matches, IRB and NZRU.
- 7.3 The Customer (including Guests) has no right to promote itself, its trade or any other business in the Venue or the Hospitality Area.

## 8.0 SUBSTITUTION OR AMENDMENT OF HOSPITALITY PACKAGE(S)

- 8.1 All Blacks Hospitality reserves the right to substitute or amend the Hospitality Package(s) (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; or
  - (b) Due to security constraints or other reasons in connection with staging the All Blacks Match(es); or
  - (c) As a result of space re-allocation at a Venue for whatever reason; or
  - (d) Due to the unavailability of any food or drink,

In which case, All Blacks Hospitality shall use all reasonable efforts to provide the Customer with (in All Blacks Hospitality's opinion) an equivalent hospitality package to the Hospitality Package purchased by the relevant Customer.

8.2 After All Blacks Hospitality has provided the Customer with a Booking Confirmation, the Customer may from time to time request that All Blacks Hospitality add items to the Hospitality Package(s). Where All Blacks Hospitality accepts such a request, it may charge a fee for the additional items ("Special Request Fee"). The Special Request Fee must be paid by the Customer within 7 days of All Blacks Hospitality issuing a corresponding tax invoice. All Blacks Hospitality may only provide the extra items following full payment of the Special Request Fee.

### 9.0 CANCELLATION

- 9.1 Without limiting All Blacks Hospitality's right to claim payment hereunder for any loss or damage arising as a result of any cancellation hereof, if the Customer cancels part or all of a Hospitality Package the Customer shall forfeit any and all monies that have been paid to All Blacks Hospitality at the time of cancellation (as applicable). Notice of cancellation by the Customer shall not take effect until it is received in writing by All Blacks Hospitality. If notice is not received on a Working Day, then the notice will only take effect on the next Working Day thereafter.
- 9.2 In the event that part or all of a Hospitality Package cannot be used due to the Customer's illness, incapacity or personal choice, no refund or compensation will be provided.
- 9.3 All Blacks Hospitality may cancel all or part of a Hospitality Package and refund any part of the Hospitality Fee paid by the Customer (as applicable and less any reasonable expenses incurred by All Blacks Hospitality in relation to such Hospitality Package, including cancellation of the same) in the event that:
  - (a) The relevant All Blacks Match is cancelled; or
  - (b) All Blacks Hospitality is not able to provide the Customer with certain hospitality services forming part of the Hospitality Package(s);

- (c) Without limitation to 13, there is a Force Majeure Event which requires cancellation of a Hospitality Package (in whole or in part).
- 9.4 Without limiting any other provision hereof, All Blacks Hospitality has no liability or obligation to refund the Ticket component of the Hospitality Package(s). The Customer's claim is to rest with the All Blacks Match Organiser pursuant to the All Blacks Match Organiser's Ticket Terms and Conditions.
- 9.5 If the Customer is in the business of or holds itself out as acquiring goods/services from All Blacks Hospitality for the purposes of a business, the Customer as a buyer acknowledges that it is not entitled to claim any of the remedies provided under the Consumer Guarantees Act 1993 from All Blacks Hospitality and that the provisions of that Act do not apply to the Customer.
- 9.6 Tickets will be void if on sold, traded, scalped or used as a competition prize or for promotional purposes without written authority from All Blacks Hospitality.
- 9.7 Either party may cancel a Booking with immediate effect if:
  - (a) A party is in material breach of any provision of these Terms and Conditions and that breach is unable to be remedied:
  - (b) Where a material breach has occurred that is capable of remedy but is not remedied within 10 (10) days of notice; or
  - (c) Any party becomes subject to insolvency or any official is appointed in respect of that party's assets.
- 9.8 In the event that any All Blacks Match is declared a 'major event' pursuant to the Major Event Management Act 2007 (the "Act), then these Terms and Conditions shall be read subject to the provisions of the Act in relation to the relevant All Blacks Match.

### 10.0 ENJOYMENT OF OTHERS

- All Blacks Hospitality, the All Blacks Match Organisers and the Operators retain the right to require any person to leave the Venue, any Hospitality Area or any All Blacks Match if that person:
  - (a) Engages in conduct which unreasonably interferes with other persons enjoyment;
  - (b) Interferes with either All Blacks Hospitality, the All Blacks Match Organiser or the Operators' ability to provide hospitality and/or conduct the All Blacks Match;
  - (c) Breaches any laws, by-laws, orders, rules, Venue Regulations or the All Blacks Match Organisers Ticket Terms and Conditions; or
  - (d) Is not observing their obligations hereunder.
- 10.2 If a person fails to leave the Venue after being requested to do so then that Customer's right to access the Venue shall be automatically revoked.

### 11.0 INDEMNITY

- 11.1 The Customer indemnifies All Blacks Hospitality and its employees, directors and representatives (the "Indemnified Persons") and hold the Indemnified Persons harmless from and against all Claims brought or made by or against the Indemnified Persons, and from and against all Loss incurred, suffered or sustained by the Indemnified Persons resulting from:
  - (a) A breach (or attempted breach) of these Terms and Conditions;
  - (b) Any negligent act or omission by the Customer (including any Guest) under, or in connection with, these Terms and Conditions;
  - (c) Any exercise (or attempted exercise) by All Blacks Hospitality of any of its rights under, or in connection with, these Terms and Conditions; and

(d) A breach by the Customer of the covenants and warranties contained in these Terms and Conditions.

### 12.0 LIABILITY

- 12.1 To the fullest extent permitted by law:
  - (a) Neither All Blacks Hospitality, nor its directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions, default, whether negligent or otherwise of Suppliers over whom All Blacks Hospitality has no direct control;
  - (b) Other than already expressed in these Terms and Conditions, All Blacks Hospitality excludes all warranties, terms, conditions or undertakings of any nature and in any form (whether express or implied, written, oral, statutory or otherwise) in relation to the Hospitality Package(s);
  - (c) All Blacks Hospitality will not be liable for: (i) any Loss, injury or damage to property or persons whatsoever including illness, death, injury suffered by the Customer (including Guests) or any third party arising from use by the Customer (including Guests) of the Hospitality Packages; or (ii) any special, indirect or consequential Loss of profit arising under or in connection with, these Terms and Conditions; and
  - (d) All Blacks Hospitality's maximum liability to the Customer (including Guests) under, or in connection with, these Terms and Conditions shall be limited to the amount actually paid by the Customer to All Blacks Hospitality for the Hospitality Package(s).

#### 13.0 FORCE MAJEURE

- 13.1 All Blacks Hospitality shall not be liable to the Customer (including its Guests) for its inability to perform any obligations under these Terms and Conditions caused by a Force Majeure Event.
- 13.2 If a Force Majeure Event occurs, then All Blacks Hospitality shall immediately notify the Customer and take all reasonable steps to reduce its effect (if any).
- 13.3 All Blacks Hospitality is not liable for failure to deliver or provide any Hospitality Package(s) or for any delay in delivery or in providing any such Hospitality Package(s) where such failure or delay is caused by a Force Majeure Event.

### 14.0 GENERAL

- 14.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of New Zealand.
- 14.2 These Terms and Conditions may be amended whether in whole or in part by All Blacks Hospitality at any time. All Blacks Hospitality will notify its Customers (using the contact details provided) of any changes to these Terms and Conditions. Any variations will only apply to any Package purchased made after these Terms and Conditions have been updated.
- 14.3 These Terms and Conditions constitute the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties whether orally or in writing or otherwise.
- 14.4 If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal, if this is not possible, the clause (or where possible, the offending part) is to be severed from these Terms and Conditions without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

#### Introduction

Unless otherwise defined herein, all capitalised terms used in this Privacy Policy have the same meaning as given to them in All Blacks Hospitality's Website Terms of Use (set out below).

Your privacy is important to All Blacks Hospitality. This Privacy Policy discloses how All Blacks Hospitality collects, protects, uses and shares Personal Information gathered from You on the Website in compliance with the Privacy Act 1993 (and where necessary, the European General Data Protection Regulation).

By accessing and using the Website, You consent to the terms of this Privacy Policy and agree to be bound by it and the Terms of Use.

All Personal Information is collected in a fair and non-intrusive manner, with Your voluntary consent. All Blacks Hospitality respects the privacy of users of the Website that may choose to provide Personal Information. All Blacks Hospitality recognises the need for appropriate protections and management of Personal Information that You provide to us. This Privacy Policy will assist You to understand what types of information All Blacks Hospitality may collect, how that information may be used, and with whom the information may be shared.

In an effort to comply with the law, and our commitment to protect Your Personal Information, we provide the following, which discloses our policies that apply in relation to the use of the Website.

### What type of information do we collect?

In order to facilitate providing the Services to You, You may be required to provide All Blacks Hospitality with Personal Information on the Website. Personal Information is any information about an identifiable individual. Personal Information may include but is not limited to: identifying information such as name, telephone number and e-mail address. Where the collection of Personal Information is necessary, You will be aware that such information is required because You will have to provide personal details when utilising or enquiring about our services. The Personal Information that You submit is gathered only on a voluntary basis; You may choose not to provide Personal Information which may mean that You are unable to access certain Services.

#### **Cookies Internet Users**

In addition to Personal Information, we may use data collection devices such as "cookies" on certain web pages to help analyse our web page flow and measure promotional effectiveness. Cookies are pieces of information a website sends to an individual's hard drive while they are viewing the website. Cookies allow the website to remember important information that will make Your visit to the site more useful. We use cookies to help improve Your future visits.

If You do not wish to receive a cookie or if You wish to set Your browser to warn You each time a cookie is being sent, or if You wish to turn off all cookies, use the options on Your browser to assist You. The Help option on Your browser may assist You in changing Your cookie preferences.

### Links to other web sites

This Privacy Policy applies to the collection of Personal Information by All Blacks Hospitality associated with the provision of providing the Website to You and facilitating Your use of the Services.

The Website may contain links to third party web sites for Your convenience and information. All Blacks Hospitality does not control those sites or their privacy practices. We do not endorse or make any representations about third party web sites. The personal data You choose to give to unrelated third parties is not covered by this Privacy Policy. We encourage You to review the privacy policy of any company or web site before submitting Your Personal Information. Some third parties may choose to share their personal data with All Blacks Hospitality; that sharing is governed by that third party's privacy policy.

### Our Use of Your Information / Opting-In and Opting-Out

All Blacks Hospitality's use of Your Personal Information may include:

- To process and administer Your dealings with us in relation to the Services You request;
- To provide You with the Services (and products as the case may be) You have requested from us;
- To contact You if there is any change in details in relation to the Services provided;
- To enhance Your experience when using the Website;
- If You have elected for All Blacks Hospitality to do so, contact You about current and future services and provide You (on the addresses you have provided) with other promotional and marketing materials relating to All Blacks Hospitality. All Blacks Hospitality may send You such communication by email and social media and digital channels;
- Disclosure to and use by third party contractors and service providers to help us operate our business or
  provide the Services to You. All Blacks Hospitality may disclose Your Personal Information to third party
  contractors and service providers to help us operate its computer systems, provide us with fraud prevention
  services, send out our mail / email and clean collected data.

If You have opted-in (elected) to receiving promotional / marketing or other communication from All Blacks Hospitality, You have the option to opt-out from receiving such communication at any time by contacting All Blacks Hospitality on the contact details provided in this Privacy Policy.

## **Sharing of Personal Information**

All Blacks Hospitality may disclose Your Personal Information in certain limited circumstances as follows:

- To third party contractors and service providers as detailed above; and
- Unless You tell us otherwise by using the contact details at the end of this Privacy Policy, to venue operators
  and promoters of events for which You purchase tickets as part of a hospitality package. and
- To companies, organisations or individuals outside of All Blacks Hospitality when we have your consent to do so. The relevant company, organisation or individual will deal with your personal information in accordance with its own privacy policy. And
- For further processing in accordance with the purpose(s) for which the Personal Information was originally collected.

Where All Blacks Hospitality makes such disclosures, we will take reasonable steps to require these organisations to agree to comply with the principles set out in this Privacy Policy.

Sometimes All Blacks Hospitality extracts information from its collected records to product aggregated data. This aggregated data does not identify individuals. All Blacks Hospitality may use the aggregated data for research purposes and may share the data with third parties.

### Storage, Retention and Accuracy of Personal Information

All Blacks Hospitality will take reasonable steps to ensure that Personal Information is safeguarded against loss, access, use, modification, disclosure or other misuse. All reasonable steps are taken to prevent unauthorised use or disclosure of Your Personal Information.

All Blacks Hospitality will retain Your Personal Information only for as long as necessary to fulfill the purpose(s) for which it was collected and to comply with applicable laws and Your consent to such purpose(s) remains valid after termination of our relationship with You.

All Blacks Hospitality takes all reasonable steps to ensure that Your Personal Information is accurate, up-to-date, complete, relevant and not misleading.

# **Contact Information**

You may contact us to access, or request correction or deletion of Your Personal Information. However, if You have any complaints or any questions relating to this privacy policy, please do not hesitate to contact us on one of the following:

Email us: <a href="mailto:info@allblackshospitality.co.nz">info@allblackshospitality.co.nz</a>

Mail: PO Box 11646, Ellerslie, Auckland 1542

### **Changes to our Privacy Policy**

All Blacks Hospitality may change this Privacy Policy at any time by changing or removing existing terms or adding new ones. Changes may take the form of a completely new Privacy Policy. All Blacks Hospitality will advise any changes by posting an update of the Privacy Policy on the Website. Any change All Blacks Hospitality makes applies from the date All Blacks Hospitality posts it on the Website. By using the Website, after the publication of any amended Privacy Policy, You are agreeing to be bound by the new / amended Privacy Policy.

This Privacy Policy was last updated: On or about 18 March 2020