

RUGBY WORLD CUP 2021 TICKET TERMS AND CONDITIONS

These Rugby World Cup 2021 Ticket Terms and Conditions (“Conditions”) govern all Tickets issued for the Tournament and the subsequent admission to any Venue to attend any Match. All Tickets are issued by New Zealand Rugby Union Incorporated (“NZR”), the Tournament organising committee, pursuant to authority granted by Rugby World Cup Limited (“RWCL”). Any person who purchases, possesses and/or uses or attempts to use any Ticket shall be deemed to have accepted, and agreed to comply with, these Conditions.

1. These Conditions are deemed to incorporate the rules and regulations of Ticketek and the venue at which the Match is played (“Venue”). In case of any conflict between these Conditions and such rules and regulations, these Conditions will prevail. In the case of any conflict or contradiction between these Conditions and any abbreviated form printed on each Ticket, these Conditions will prevail.
2. Tickets may only be purchased through NZR (directly or via Ticketek), official corporate hospitality agents and official travel agents appointed by NZR, or through any other sale or transfer mechanism authorised in writing by NZR. A full list of official appointed agents or authorised channels is available on <https://www.rugbyworldcup.com/2021/tickets>. The original Ticket Holder is responsible for ensuring anyone they provide a ticket to is fully aware of and complies with these Conditions.
3. NZR may place a limit on the number of Tickets that may be purchased for a Match or Match Day whether in a single transaction or a series of transactions, per person, per payment credit card and/or per household, and reserves the right to cancel without refund or compensation of any kind Tickets purchased in excess of the stated limit.
4. Any breach of any Condition may, in addition to any other remedy NZR may have, and even if the holder of the Ticket did not have notice of the Condition or the breach, result in refusal of entry, eviction/expulsion from the Venue, cancellation or voiding of the Ticket and the cancellation of any other Tickets held or purchased for the Tournament without refund or compensation of any kind. In addition, NZR and/or RWCL may impose sanctions including, but not limited to, banning or prohibiting the original purchaser from purchasing future Tickets, tickets to future NZR and/or RWCL matches or refusing to sell or supply Tickets (or any other tickets to NZR and/or RWCL matches) in future to persons found to have breached these Conditions. All Tickets remain the property of NZR and/or RWCL. In the event of a breach of any of these Conditions, Tickets will, upon request of NZR or any Authorised Person, be delivered up to NZR or that Authorised Person, as appropriate. Such actions are without prejudice to other remedies which may include a fine and/or legal action.
5. Ticket Holders will be obliged, upon request, to give an explanation as to how, from whom and from where their Tickets have been obtained.
6. It is an essential condition of issuance of Tickets and the right of admission to the Match and/or Match Day conferred on the Ticket Holder that Tickets must not be and have not been:

- a. offered, provided, resold, or transferred for a value greater than the original sale price;
- b. advertised or offered for resale or transfer publicly (including on any website, social media site or other public forum or elsewhere);
- c. used in relation to any promotional or commercial purposes (including any competitions, advertising, promotion or as a prize in any competition or sweepstake whether for a business or a charity or otherwise) or to enhance the demand for any other goods or services or as part of a hospitality or travel package;
- d. 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
- e. bundled with any other goods or services (including as part of any hospitality, entertainment, accommodation or travel package or service),
- without NZR's prior written consent.

WARNING: Any Ticket that is (or NZR reasonably believes is intended to be) altered or otherwise fraudulently dealt with, offered for sale, sold, transferred or provided in breach of these Conditions may be cancelled by NZR without notice and any Ticket Holder seeking to use the Ticket may be refused entry without refund or compensation of any kind.

7. The Tournament will be officially declared as a “major event” under the Major Event Management Act 2007 (“MEMA”). The unauthorised sale or trade of a Ticket for a value greater than the original sale price of that Ticket will be an offence under the MEMA punishable at law by a serious fine. Without prejudice to any other remedy NZR may have in relation to any breach of paragraph 6 of these Conditions, NZR may inform the Police (or any enforcement officer appointed under MEMA) if it becomes aware that any Ticket is being sold illegally and may press for charges to be brought under the MEMA (and/or commence proceedings under the MEMA).

8. Entry to the Venue will only be authorised upon presentation of a valid Ticket and, upon request, proof of identity with valid photograph and signature. One Ticket will be required for each person, regardless of age; provided, an infant under the age of three years old at the time of the Match who will view the Match on an adult's lap and does not require a seat, may enter the Venue without a Ticket (limited to one such infant per adult). Ticket Holders must comply with the security protocols in place at the Venue as well as any applicable health and safety or security regulations.

9. Each Ticket will, subject always to these Conditions, provide admission to a specified Venue for a specified Match Day, with one or more Matches occurring during such Match Day. Ticket Holders leaving the Venue at any time during the Match Day will be required to have their Tickets scanned out by gate staff in order to be allowed back into the Venue. The conditions applicable to readmission to the Venue shall be the same as those applicable to first admission of the Venue as set out in these Conditions.

10. Entrance to the 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 likely to behave, violently, harmfully, or contrary to public order. Any person noticeably under the influence of alcohol, narcotics, or any behaviour-modifying substance, or to any person behaving, or considered likely to behave, violently, harmfully, or contrary to public order within the Venue will be ejected.

11. Ticket Holders agree that it is an essential condition of issuance of Tickets and the right of

admission to the Match conferred on the Ticket Holder that any person at, or entering, the Venue is, without limitation, expressly prohibited from:

- a. holding or bringing any prohibited or restricted items (to be assessed at the discretion of stewards, security, safety personnel and/or any other persons legally authorised to take such steps at the Venue ("Authorised Persons") including, without limitation, bottles, glass, cans, weapons, fireworks, hard cool boxes, compressed gas containers, flares, air horns, smoke bombs and flag sticks; alcohol and/or illegal substances; political, religious, offensive or race-related banners, signs, slogans or materials; any unmanned aerial vehicles and/or any other flying objects generally known as drones; and items that are dangerous, may be used as a weapon or may interfere with the enjoyment, comfort or safety of other persons or security at the Venue ("Prohibited Items");
- b. using, possessing or holding promotional or commercial objects and materials, engaging in any ambush marketing (or holding or bringing any items, objects, signs or materials which NZR, RWCL or any Authorised Person believe are intended to be used for the purposes of ambush marketing), gambling (or assisting any gambling activity), conducting any commercial activity, offering (either for free or for sale), selling or possessing goods with intent to sell such as drinks, food, souvenirs, clothes, promotional and/or commercial items, without prior written approval of NZR. All such items, or other Prohibited Items, may be removed or confiscated (temporarily or for destruction) by the Authorised Persons;
- c. engaging in disruptive or dangerous behaviour including, without limitation propelling, throwing, casting, thrusting or firing any objects, engaging in or instigating violence, racism or xenophobia, behaving in a way that others may interpret as provocative, threatening, discriminatory, abusive or offensive, creating any threat to the life or safety of themselves or others, or harming another person in any way whatsoever, climbing lighting masts, fences, roofs and other apparatus or constructions, or standing on seats;
- d. entering or circulating in restricted access areas or other areas where that person is not permitted, including the playing enclosure; and
- e. entering or attending where that person is banned by competent authorities or sports governing bodies, from attending rugby matches, receiving Tickets, entering the Venue, or remaining at the Venue.

12. Any person attending a Match or Match Day 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, NZR, RWCL, Authorised Persons or any other relevant body cannot be held liable for any loss and/or harm, including but not limited to bodily or mental harm, personal property damage or loss, or any other loss and/or harm arising from and/or occurring during attendance at the Venue, and without limitation to the foregoing, no claim, complaint or proceeding will be brought by Ticket Holders in relation to the foregoing.

13. Ticket Holders will indemnify and hold NZR, RWCL, Authorised Persons or any other relevant body harmless from and against all damages and liabilities suffered or incurred in connection with, resulting from, or arising out of, a breach of these Conditions.

14. For the purpose of safety, security and checking compliance with these Conditions, all persons attending a Match or Match Day shall, if requested by any Authorised Persons, co-operate by:

- a. producing a valid Ticket and proof of identity with valid photograph and signature;
 - b. submitting to a search of possessions and/or body checks for the purposes of locating and removing Prohibited Items;
 - c. relocating to a similar seat if required by such personnel for operational reasons;
- and
- d. complying with the instructions and guidelines of such personnel.

15. Ticket Holders acknowledge that they are individually responsible for their own property and there is no storage available at Venues.

16. All sales or other issuance of Tickets is final and non-refundable save where required by applicable New Zealand law or where specifically provided otherwise within these Conditions. NZR reserves the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged, defaced, forged, altered in any way or is unreadable or incomplete.

17. Photographs or any other recording of sound or images taken within the Venue may be used only for personal, private non-commercial purposes. It is forbidden to disseminate over the Internet, radio, television or any other current and/or future media, any sound, image, description, or result and/or statistics of the Match in whole or in part, or assist any other person(s) conducting such activities. Making, or distribution of, broadcasts, commentary, news reports or statistics (by any means in any format or media including any such content made, recorded, or captured in still or moving form by mobile phone or other wireless device) is also forbidden.

18. Any person attending a Match or Match Days:

- a. acknowledges that broadcasters may be operating drones (remotely piloted aircraft systems) in and around the Venue;
- b. acknowledges that it is likely to be recorded in a number of media and publicly disseminated;
- c. agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness whilst at 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;
- d. waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such broadcasting, transmission, or dissemination in any media;
- e. 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 future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and
- f. hereby unconditionally and irrevocably grants to RWCL a perpetual, exclusive, freely assignable and royalty-free and worldwide 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 taken by the Ticket Holder within a Venue in breach of paragraph 17 of these Conditions.

19. NZR reserves the right to cancel Matches and/or Match Days or make alterations to the times, dates and Venues of Matches and/or Match Days 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 other competent authority. In the event of such alteration, NZR will not be liable to the Ticket Holder or any other person for any loss resulting from such change. In the event that any Match is cancelled, or Ticket Holders are not permitted to attend the Match, any entitlement to a refund or compensation to which a Ticket Holder may be entitled (which in any event shall not exceed the face-value of the Ticket) shall be strictly governed by the refund/compensation process which shall be established by NZR for the purposes of the Tournament.

20. The Ticket Holder agrees that their personal information provided to NZR by the Ticket purchaser and any other Ticket Holder may be processed and stored by NZR and/or RWCL as necessary for the performing of the contract evidenced by these Conditions, including for the purposes of the implementation of these Conditions and for administration, communication, enforcement and access control purposes related to the Tournament. Ticket purchasers and other Ticket holders, acknowledge and understand that NZR may provide their personal information to World Rugby or RWCL in connection with such purposes. The Ticket purchaser has a right of access to, and correction of, his/her personal information.

21. Any information requests should be addressed to: Ticketing Manager, New Zealand Rugby, PO Box 2172, Wellington, New Zealand or RWC2021ticketing@nznzrugby.co.nz.

22. In the event that any provision(s) of these Conditions be declared void, ineffective or unenforceable by any competent court, the remainder of these Conditions will remain in effect as if such void, ineffective or unenforceable provision(s) had not been included.

23. NZR reserves the right to make amendments to these Conditions from time to time, which updated version will be available at <https://www.rugbyworldcup.com/2021/tickets-termsandconditions> and, upon request, from NZR, at the address set out in paragraph 21 above.

24. These Conditions will be governed by and interpreted in accordance with the laws of New Zealand. All disputes arising from or related to these Conditions will be submitted to the competent Court in New Zealand. Nevertheless, NZR reserves the right to pursue any legal proceeding in the competent courts at the defendant's domicile.

Special terms and conditions relating to COVID-19:

25. The original Ticket Holder is responsible for knowing the contact details of anyone they provide a Ticket to (including their full name, contact email and contact phone number). In the event that a Ticket Holder is contacted directly by the New Zealand Ministry of Health for the purposes of contact tracing, they must make these details available to the New Zealand Ministry of Health for that purpose.

26. The original Ticket Holder must download the NZ COVID tracer app, and take responsibility for ensuring that anyone they provide a Ticket to also downloads the NZ COVID tracer app.

27. Upon arrival at the Match, a Ticket Holder must use the NZ COVID tracer app to scan the Match specific QR code. Match specific QR codes will be located at points of entry, and around the event Venue.

28. All Ticket Holders must commit to stopping the spread of COVID-19. Ticket Holders may not, and the original Ticket Holder is responsible for ensuring that neither they, nor anyone they provide a Ticket to, attend the Match if they have COVID-19, if they are displaying any symptoms of COVID-19, if they are awaiting results from a COVID-19 test, if they are subject to a 14-day isolation period or if they are feeling unwell.

29. If Ticket Holders are not permitted to attend the Match or Match Day or the Match or Match Day is cancelled as a consequence of COVID-19 restrictions, NZR will set up an adequate and proportionate refund process (separate to the refund/compensation process outlined in paragraph 19 of these Conditions), which will be facilitated by NZR's officially appointed ticketing agent for the Match.

30. In addition, if a Ticket Holder is currently sick with COVID-19 or feeling unwell and has been tested for COVID-19, a request for a refund by such Ticket Holder can be made prior to the Match or Match Day by contacting NZR at RWC2021ticketing@nzrugby.co.nz. If such request for refund is processed before the relevant Match or Match Day, the relevant Ticket(s) will be cancelled. Where such request is not processed before the relevant Match or Match Day, no refund will be provided in these circumstances if the Ticket(s) which is or are the subject of the request for a refund is or are scanned at an entry point to the relevant Match or Match Day.

31. Note: refunds will only be provided to the original Ticket Holder who purchased through official channels (i.e. direct from NZR or from NZR's appointed ticketing agent, official corporate hospitality agent and official travel agents). NZR will only be responsible for refund of the ticket price (including NZR's ticketing agent's fees and charges) and will not be liable to the Ticket Holder or any other person for any other cost, expense or loss including, for example, any associated travel and accommodation costs.

For the purposes of these Conditions, "Ticket(s)" means a ticket/tickets giving right of entrance to a particular Match at a particular Venue in accordance with the information stated thereon; "Ticket Holder" means any individual holding or who has held, a Ticket, including without limitation, the person to whom the Ticket was issued; "Tournament" means the Rugby World Cup 2021; "Match" means the match forming part of the Tournament, the particulars of which are detailed on the Ticket; and "Match Day" means, in respect of a relevant Ticket, the day on which each Match detailed on such Ticket is scheduled to take place at the Venue specified on such Ticket.

Last updated November 2020

EXPERIENCE GROUP

BOOKING TERMS AND CONDITIONS

Experience Group provides certain hospitality related services specific to the Event.

The following terms and conditions (the "Terms and Conditions") govern all requests and purchases of a Package by the Customer from Experience Group. Accordingly, in requesting or purchasing a 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 Package. Please direct any queries regarding these Terms and Conditions to Experience Group, before any request for a Package.

For the avoidance of doubt, Experience Group'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;

“Booking” means the reservation of a Package in accordance with these Terms and Conditions;

“Booking Acknowledgment” means the written confirmation sent by Experience Group 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 Package from Experience Group (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 a Package, including (without limitation) its Guests;

“Experience Group” means Spencer Enterprises Limited trading as Experience Group;

“Event” means the rugby matches to be played in relation to the women's Rugby World Cup 2021 held in New Zealand between 18 September and 16 October 2021 (subject to any postponements and change of dates);

“Event Organisers” means any contracted party who holds rights to the Event to which the Package relates or who is responsible for the organisation, supervision and/or provision of certain activities, goods and services for the Match Day to which the Package relates;

“Event Organisers Ticket Terms and Conditions” means the terms and conditions governing the use of a Ticket with respect to the Event as determined by the Event Organisers, including (without limitation), as applicable, New Zealand Rugby Union's ticket terms and conditions attached at the schedule to these Terms and Conditions and also on the official Event website (as updated from time to time);

“Force Majeure Event” means any event or circumstances beyond the reasonable control of Experience Group, 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 a Package;

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

“Hospitality Area” means the hospitality areas under which a Package may be provided, including (without limitation):

(a) In respect of those Packages where the hospitality element (if any) of the Package is located within the Venue, that area containing a defined number of seats; and

(b) In respect of those Packages where the hospitality element (if any) of the 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 the relevant Package Customers;

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

“Match” means any rugby match to be played in relation to the Event;

“Match Day” means any day during the Event where a Match or Matches are to be played at a Venue;

“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;

“Package” means in relation to a Match Day, the services to be provided and / or sold to the Customer by Experience Group 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;

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

“Suppliers” means, in relation to any Package, the third-party suppliers of any service that form part of a 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 relevant Match Day in relation to a Package and “Ticket” has a corresponding meaning;

“Venue” means the venue where the relevant Match Day is to be held;

“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 <http://www.experiencegroup.co.nz/rwc21hospitality>;

“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 Package and the Package Fee for the Package will be issued by Experience Group (“Booking Acknowledgement”). It is the Customer's responsibility to check the Package(s) and Package Fee(s) detailed in the Booking Acknowledgement are correct at the time the Booking Acknowledgment is issued. Payment is required at the time a Booking Acknowledgment is issued by Experience Group in accordance with the procedure set out on the Booking

Acknowledgment and Website, unless Experience Group agrees in writing that the Customer can make payment of the Package Fee in accordance with clause 2.3.

2.3 The Customer can request that Experience Group issue the Customer with an invoice for payment of the Package Fee(s). For the avoidance of doubt, Experience Group has absolute discretion as to whether it consents to a request in accordance with this clause 2.3. Unless otherwise agreed in writing by Experience Group, any invoice issued by Experience Group 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 Experience Group. If payment is not made within this timeframe, Experience Group reserves the right to cancel the Customer's booking and accordance with clause 5.7.

2.4 It is always possible that, despite Experience Group's best efforts, the Booking Acknowledgment may be incorrect. If Experience Group discover an error in any Booking Acknowledgment, Experience Group will inform the Customer in writing of this error and will give the Customer the option of:

- (a) Paying any additional Package 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 Package(s) and any other requirements and/or conditions that may be otherwise required by Experience Group. 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 Package(s) 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.

2.6 Experience Group reserves the right to cancel a Booking or to use all reasonable efforts to provide the Customer with (in Experience Group's reasonable opinion) a fair and reasonable alternative package if Experience Group considers, at its absolute discretion, that there have been insufficient sales of Packages for a Match Day. Where possible Experience Group shall advise the Customer as soon as possible of such cancellation and shall refund in full all payments made by the Customer for each Package(s) so cancelled (except in circumstances where Experience Group is acting purely as a sales agent).

2.7 The Customer acknowledges that Experience Group will not allocate any Tickets or any other element forming part of any Package to the Customer (including Guests), until payment of the relevant Package Fee is made in full by the Customer to Experience Group.

3.0 PACKAGES

3.1 Experience Group 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 Event Organisers and Suppliers) that form part of the Package(s), 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 Package(s).

3.2 In requesting and purchasing a Hospitality Package the Customer:

- (a) Warrants that all details provided to Experience Group 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 Experience Group as its duly appointed agent for the purposes of dealing with all Event Organisers and Operators for the purpose of procuring the goods and services that form part of the Package.

(d) Acknowledges that Experience Group 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 and any other laws, rules, regulations and/or conditions relating to the provision of the Package;

(f) Accepts responsibility for making due payment of all monies payable in respect of each Booking.

3.3 Each Package is non-transferable unless Experience Group agrees otherwise and confirm the same in writing. Customers shall not re-sell, or advertise for sale, any Package, or any part of it, to another person, company or organisation. If a Customer breaches this obligation, then the relevant Event Organisers and/or Suppliers may cancel any Tickets relating to the Package and Experience Group reserve the right to cancel the relevant Booking (without liability to the Customer) and to retain all monies paid to Experience Group in relation to the relevant Booking.

4.0 MATCH DAY / TICKETS

4.1 The Customer acknowledges that use of the Tickets shall be subject to the Event Organisers Ticket Terms and Conditions, and the Venue Regulations, in addition to the terms and conditions contained herein. All claims relating to Tickets or a Match Day itself are to be dealt with by the Customer (including Guests) directly with Experience Group .

4.2 Experience Group finalises all arrangements for Packages on the express condition that it shall not be liable to Customers (and 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 engaged in carrying out the arrangements at the Match day or otherwise in connection herewith.

4.3 The right of admission is reserved and is subject to the Event Organiser Ticket Terms and Conditions and Venue Regulations, as provided on the Website when accepting these Terms and Conditions .

4.4 Tickets may be cancelled and/or entry may be refused if Tickets are damaged or defaced in any way or are not purchased directly from Experience Group or its authorised points of sale.

4.5 Experience Group does not warrant or represent that any advertised rugby match to be played as part of the Event will be held.

4.6 Experience Group, Event 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 Package for marketing or promotional purposes. This includes, but is not limited to, being used as a part of an incentive, competition, prize or lottery without the prior written approval of Experience Group.

4.8 The Customer acknowledges that where a Ticket forming part of a 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. Experience Group 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 Match Day and accepts all risk associated with such weather conditions.

5.0 PAYMENT TERMS

5.1 The Package Fee is exclusive of GST unless otherwise stated.

5.2 Experience Group reserves the right to alter the prices of Package(s) shown on the Website.

5.3 Unless otherwise specified by Experience Group, payment of the Package Fee and all other sums payable under these Terms and Conditions will be in New Zealand Dollars.

5.4 The Customer must pay the Package Fee as and when specified by Experience Group pursuant to the Booking Acknowledgment or as otherwise directed by Experience Group.

5.5 The Customer acknowledges that:

(a) Not all payment cards will be accepted by Experience Group; and

(b) Payments made by payment cards may be subject to, credit card, administration and handling fees.

5.6 Without prejudice to any other rights under these Terms and Conditions, Experience Group 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 Experience Group reserves the right to cancel a Booking should payment of any invoice rendered by Experience Group 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 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 Experience Group invoices rendered in relation to a Package ordered by the Customer, then the amount paid will be forfeited by the Customer and Customer as a cancellation fee.

5.8 Experience Group 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 Experience Group 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 Experience Group in accordance with clause 5 of these Terms and Conditions;

(b) Pay to Experience Group any costs or expenses incurred by Experience Group in recovering sums owed hereunder and any damages for non-performance of these Terms and Conditions 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;

(d) 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 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 Experience Group 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 Experience Group all Loss resulting from any Claim against Experience Group 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 Event 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 EVENT

7.1 The Customer (including Guests) expressly acknowledges and agrees that the purchase of any Package under these Terms and Conditions does not grant the Customer any marketing or promotional rights with respect to the Event.

7.2 The Customer (including Guests) must not, unless entitled to, use any trade mark, logo or intellectual property belonging or associated with the Event and / or hold itself out as a sponsor of, or otherwise associated itself or its name in any manner whatsoever with the Event.

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 SPECIAL TERMS RELATING TO COVID-19/CANCELLATION/POSTPONEMENT

8.1 The Customer agrees to the following special terms and conditions relating to COVID-19 and Event Packages:

- (a) The Customer is responsible for knowing the contact details of all Guests (including their full name, contact email and contact phone number). In the event that the Customer is contacted directly by the Ministry of Health for the purposes of contact tracing, they must make these details available to the Ministry of Health for that purpose.
- (b) The Customer must download the NZ COVID Tracer app, and take responsibility for ensuring that all Guests also download the NZ COVID Tracer app.
- (c) Upon arrival at the Match, the Customer (including Guests) must use the NZ COVID Tracer app to scan the Match Day specific QR code. Match Day specific QR codes will be located at points of entry, and around the event Venue.
- (d) The Customer (including all Guests) must commit to stopping the spread of COVID-19. The Customer may not, and the Customer is responsible for ensuring that neither they, nor any of their Guests, attend the Match if they have COVID-19, if they are displaying any symptoms of Covid-19, if they are awaiting results from a COVID-19 test, if they are subject to a 14-day isolation period or if they are feeling unwell.
- (e) If the Customer (including Guests) are not permitted to attend the Match or Match Day or the Match or Match Day is cancelled as a consequence of COVID-19 restrictions, Experience Group will set up an adequate and proportionate refund process.
- (f) In addition, if a Customer or Guest is currently sick with COVID-19 or feeling unwell and has been tested for COVID-19, a request for a refund by such Customer can be made prior to the Match or Match Day by contacting Experience Group at info@experiencegroup.co.nz. If such request for refund is processed before the relevant Match or Match Day, the relevant Package(s) will be cancelled. Where such request is not processed before the relevant Match or Match Day, no refund will be provided in these circumstances if the Package(s) which is or are the subject of the request for a refund is or are scanned at an entry point to the relevant Match or Match Day.

(g) Note: refunds will only be provided to the original Customer who purchased through Experience Group in accordance with these Terms and Conditions. Experience Group will only be responsible for refund of the Package price (including fees and charges) and will not be liable to the Customer or Guest or any other person for any other cost, expense or loss including, for example, any associated travel and accommodation costs,

8.2 Subject to clause 8.1 above, without limiting Experience Group's right to claim payment hereunder for any loss or damage arising as a result of any cancellation other than in accordance with clause 8.1, if the Customer cancels part or all of a Package, or part or all of a Package cannot be used (e.g. the Customer cannot attend a certain Match forming part of a Package) due to the Customer's illness, incapacity or personal choice, the Customer shall forfeit any and all monies that have been paid to Experience Group at the time of cancellation (as applicable), as payment for Experience Group's cancellation fees, administration costs and all other expenses and costs incurred as a result of such cancellation. Notice of cancellation by the Customer shall not take effect until it is received in writing by Experience Group. If notice is not received on a Working Day, then the notice will only take effect on the next Working Day thereafter.

8.3 In the event any Match Day forming part of a Package is cancelled, postponed, moved or rescheduled, or attendance at the Match Day by the Customer or Guest is prohibited, the ability of the Customer to receive a refund in relation to that Match Day is subject to certain limitations that may be set by Experience Group and/or the relevant Event Organiser (as applicable). Without limitation to the aforesaid, the Customer acknowledges and agrees that where a Match Day forming part of a Package is cancelled, or does not proceed (or attendance at that Match is prohibited) on the day or at the Venue advertised, the Customer has a right to receive a refund equivalent to the value of the Package to the extent it relates to the relevant Match Day.

8.4 If the Customer is in the business of or holds itself out as acquiring goods/services from Experience Group 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 Experience Group and that the provisions of that Act do not apply to the Customer.

8.5 Tickets will be void if on sold, traded, scalped or used as a competition prize or for promotional purposes without written authority from Experience Group.

8.6 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 assignee is appointed in respect of that party's assets.

8.7 In the event that the Event 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 Event.

9.0 ENJOYMENT OF OTHERS

9.1 Experience Group, the Event Organisers and the Operators retain the right to require any person to leave the Venue, any Hospitality Area or any Match Day if that person:

- (a) Engages in conduct which unreasonably interferes with other persons enjoyment;
- (b) Interferes with either Experience Group, the Event Organiser or the Operators' ability to provide hospitality and/or conduct the Match Day;

(c) Breaches any laws, by-laws, orders, rules, Venue Regulations or the Event Organisers Ticket Terms and Conditions; or

(d) Is not observing their obligations hereunder.

9.2 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.

10.0 INDEMNITY

10.1 The Customer indemnifies Experience Group 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 Experience Group 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.

11.0 LIABILITY

11.1 To the fullest extent permitted by law:

(a) Neither Experience Group, 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 Experience Group has no direct control;

(b) Other than already expressed in these Terms and Conditions, Experience Group 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 Package(s);

(c) Experience Group 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 Package(s); or (ii) any special, indirect or consequential Loss of profit arising under or in connection with, these Terms and Conditions; and

(d) Experience Group'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 Experience Group for the Package(s).

12.0 FORCE MAJEURE

12.1 Subject to clause 8.1, Experience Group shall not be liable to the Customer (or its Guests) for its inability to perform any obligations under these Terms and Conditions caused by Force Majeure Event.

12.2 If a Force Majeure Event occurs, then Experience Group shall immediately notify the Customer and take all reasonable steps to reduce its effect (if any).

12.3 Experience Group is not liable for failure to deliver or provide any Package(s) or for any delay in delivery or in providing any such Package(s) where such failure or delay is caused by a Force Majeure Event.

13.0 GENERAL

13.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of New Zealand.

13.2 The Customer is responsible for ensuring it is familiar with the latest Terms and Conditions. These Terms and Conditions may be amended whether in whole or in part by Experience Group at any time. Any changes Experience Group makes will be effective immediately upon posting a revised version of the Terms and Conditions on the Website. By continuing to use the Website and/or Package, the Customer agrees to be bound the Terms and Conditions as amended.

13.3 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.

13.4 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.

PRIVACY POLICY

INTRODUCTION

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

Your privacy is important to Experience Group. This Privacy Policy discloses how Experience Group 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. Experience Group respects the privacy of users of the Website that may choose to provide Personal Information. Experience Group 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 Experience Group 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 Experience Group 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 Experience Group from your use of the Website and also in relation to facilitating Your use of the Services.

The Website may contain links to third party web sites for Your convenience and information. Experience Group 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 Experience Group; that sharing is governed by that third party's privacy policy.

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

You acknowledge and agree that Experience Group'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 Experience Group 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 Experience Group. Experience Group may send You such communication by email and social media and digital channels;
- Disclosure to and use by New Zealand Rugby Union Incorporated and Rugby World Cup Limited in relation to the Services;
- Disclosure to and use by third party contractors and service providers to help us operate our business or provide the Services to You. Experience Group 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 Experience Group, You have the option to opt-out from receiving such communication at any time by contacting Experience Group on the contact details provided in this Privacy Policy.

Sharing of Personal Information

You acknowledge, agree and consent to Experience Group disclosing Your Personal Information in the following circumstances:

- To New Zealand Rugby Union Incorporated and Rugby World Cup Limited relating to the Services;
- 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 Experience Group 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 Experience Group 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 Experience Group extracts information from its collected records to product aggregated data. This aggregated data does not identify individuals. Experience Group may use the aggregated data for research purposes and may share the data with third parties.

Storage, Retention and Accuracy of Personal Information

Experience Group 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.

Experience Group 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.

Experience Group 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: info@experiencegroup.co.nz

Mail: PO Box 11646, Ellerslie, Auckland 1542

Changes to our Privacy Policy

Experience Group 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. Experience Group will advise any changes by posting an update of the Privacy Policy on the Website. Any change Experience Group makes applies from the date Experience Group 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 30 April 2020