

## Event Terms & Conditions

Please read these Terms & Conditions carefully before purchasing. By purchasing tickets, completing a Booking Form or attending a Highlife Entertainment Event in any capacity including direct employment or contracting, you are agreeing to be bound by the following Terms & Conditions.

### 1.0 Definitions

HEL – Highlife Entertainment Limited. All Events are R20 only events.

Client – Client means the party named and described as the “client” on the HEL booking or such person or organisation as may be substituted with the written consent of the HEL booking.

Estimated Event Price – The sum initially estimated by HEL to be the cost to hire the Private Marquee Facilities and/or for the provision of the Catering Packages, plus GST.

Event Price – the actual final cost to hire the Private Marquee and/or for the provision of the Catering Packages, including any additional charges or adjustments, plus GST.

Tickets and Hospitality Packages – admission tickets to public areas, VIP areas, products such as bar tabs or those areas with defined hospitality packages such as the Corporate Marquees.

Event Brite – the ticketing company used to purchase and process tickets for HEL events.

### 2.0 Agreement

2.1 A binding agreement between the HEL and the Client is effective upon the HEL receiving a properly completed Booking/Agreement and the Client meeting the payment terms as required.

2.2 Bookings are subject to the availability of the requested facility and will not be reserved or confirmed until receipt of a properly completed Booking Form/Agreement and full payment is received in accordance with these Terms & Conditions.

2.3 No cancellation or termination of the agreement by the Client will be accepted by HEL after a completed Agreement has been signed and payment has been received, and HEL will not issue any refund for any part or full payment under any circumstance.

### 3.0 Payment

3.1 All bookings for Tickets and Hospitality Packages must be accompanied by full payment in the form of a cheque, direct credit, cash or by credit card.

3.2 All bookings for Private Marquees, including the selected Catering Packages, made three months prior to the Event will be invoiced for 50% of the Estimated Event Price. The invoice

is payable within fourteen days. An invoice for the balance of the Event Price will be forwarded one month prior to the Event following confirmation of details. Payment must be made in full two weeks prior to the Event.

3.6 Failure to pay for a Private Marquee, including Catering Packages, as outlined in the above clauses entitles the HEL to cancel the Private Marquee booking. If a booking is cancelled by the HEL, all payments previously made by the client to HEL are forfeited by the Client. HEL will not issue any refunds for either the 50% part payment or full payment under any circumstance.

3.7 GST will apply to all goods and services supplied where applicable. Prices are in New Zealand dollars and includes GST unless otherwise stated.

3.8 All Catering Packages and Private Marquee packages for the Event must be consumed within the timeframe as stipulated by HEL.

(a) Packages inclusive of beverages – HEL accepts no responsibility for late arrivals and the package duration may not be extended beyond the stipulated time under any circumstances. The Client must provide credit card details or cash for payment of beverages consumed past that time.

(b) Packages not inclusive of beverages – The Client must provide credit card details for payment of beverages on consumption or pay cash for beverages when purchased.

#### 4.0 Use of facilities

4.1 Private Marquee Clients are permitted to use their facility only on the Event day for which the Private Marquee has been booked and paid for and only during the hours nominated by HEL. Clients are responsible for their guests conduct in the Private Marquee and Room Facility, and must procure that any associated persons or guests comply with all Terms & Conditions as if they were Clients.

4.2 The serving and consumption of alcohol is subject to Liquor Licensing laws including the Sale and Supply of Alcohol Act 2012 and its requirements.

4.3 A dress code of smart attire applies to all hospitality areas and events and will be enforced.

4.4 Promotional photographs and film footage are taken on the Event day. By entering the Event site as a patron/contractor or entertainment (for clarity this includes, but not limited to, vendors, videographers, photographers, performers, artists, DJ's) you are deemed to be consenting to the use of your image (this also includes images taken by you or shared by you), by HEL for promotional purposes. Remote piloted aircraft systems (e.g. drones) may be used at the venue and you consent to their use. This clause protects HEL from any perceived trademark or copyright claims against it, as HEL is the sole creator of this event and holds all rights.

4.5 The HEL and its approved contractors accept no responsibility for security of goods supplied by the client in private facilities.

#### 6.0 Issue of tickets

6.1 All client and consumer data entered into Event Brite for HEL events and ticket purchase may be used by HEL for ongoing promotional purposes.

6.2 Tickets purchased via Event Brite for HEL events are non-refundable or transferable.

6.3 HEL will not accept responsibility for misplaced, lost or stolen tickets previously issued. Any replacement tickets will be issued at the sole discretion of HEL, and HEL reserves the right to charge for the replacement of any tickets issued.

#### 7.0 Display of tickets

7.1 Correct ticketing must be displayed at all times and/or on request. Failure to comply will result in entry being refused or removal from the venue.

#### 8.0 Onselling

8.1 The onselling of tickets for gain is not permitted. Clients are not permitted to sell or onsell for gain any part of their Private Marquee, including the Catering Package. Any form of advertising or promoting of such is deemed to be onselling. Any Client who offers to onsell or is deemed to be onselling for gain will have their booking cancelled.

#### 9.0 Indemnity

9.1 All Clients release and indemnify HEL from and against, and HEL will not be liable for, any claims, demands, actions, suits or proceedings, costs, expenses, losses, damages arising out of or otherwise in connection with use of the tickets or any facilities to which the tickets relate by the ticket-holder or his or her agents, employees invitees and/or guests.

#### 10.0 Alterations to the Event Day

10.1 At times the event day venues are outdoors. Therefore, no alternative facilities are available in the event of unfavourable weather. in the case of insurance please refer to the policy agreement

10.2 If any part of the Event including, without limitation, any performance or event is cancelled, abandoned or postponed, in whole or in part, due to adverse weather or for any other reason whatsoever that is beyond HEL's control, including, without limitation, due to adverse weather conditions, there is no right to refund or exchange and no obligation is assumed by HEL for the arrangement of a substitute event, performance or any other element.

10.3 Due to unforeseen circumstances it may be necessary for HEL to reschedule the Event day and that, if HEL does so, HEL will use its reasonable endeavours to provide on the

rescheduled day a comparable facility to the Client. If HEL does provide a comparable facility on the rescheduled day the Client is bound to accept that facility and these terms and conditions will apply in all respects.

10.4 Programmes, menus and the duration and timing of performances, events and other activities at the Event may be subject to alteration without notice. HEL reserves the right to vary, add, withdraw or substitute advertised programmes, menus, seating arrangements and/or facilities at any time.

10.5 Under no circumstances will HEL be liable to the Client if HEL is unable to perform its obligations to the Client due to any event or cause of force majeure being any event or act beyond the control of HEL.

## 11.0 General

11.1 All representations and warranties, whether expressed or implied are excluded to the maximum extent permitted by law.

11.2 This contract is governed by and construed in accordance with New Zealand law and customers agree to submit to the exclusive jurisdiction of the courts of New Zealand.

11.3 The Highlife Entertainment website may contain hyperlinks and other pointers to websites operated by third parties. These linked websites are not under the control of HEL or its related bodies corporate, and HEL and its related bodies corporate are not responsible for the contents of any linked website or any hyperlink contained in a linked website. These hyperlinks are provided to you for convenience only, and the inclusion of any link does not imply any endorsement of the linked website by the HEL. You link to any such website entirely at your own risk.

11.4 Contact details provided when purchasing tickets and hospitality packages can be used by HEL for promotional, marketing and research purposes. By attending these event or accessing our website, or social media we assume you accept these terms and conditions in full. Do not continue to use Highlife Entertainment Ltd.'s website, if you do not accept all of the terms and conditions stated on this page.

For more information and sponsorship opportunities please contact [info@highlife.co.nz](mailto:info@highlife.co.nz) or call 021 649 100.