

## Ticket Purchase Terms & Conditions

### 1. Te Whare o Rukutia Ticket Purchase Terms & Conditions of Sale

- a. Any ticket purchased from the Te Whare o Rukutia, operated by Dunedin Fringe Arts Trust (**DFAT, Te Whare o Rukutia, TWoR, our, us, we**), being from our website or direct from our box office (**Advance Ticket**), is subject to the following Ticket Purchase Terms & Conditions of Sale (**Terms**). Te Whare o Rukutia, operated by Dunedin Fringe Arts Trust (**DFAT, Te Whare o Rukutia, TWoR, our, us, we**) may change or amend these Terms in our sole discretion at any time by updating them at [rukutia.nz](http://rukutia.nz)
- b. Te Whare o Rukutia and may impose additional terms in relation to entry to, or attendance of, a particular event. You must always comply with any such additional terms.

### 2. General

- a. Te Whare o Rukutia sells Advance Tickets on behalf of event promoters, artists, and other event organisers (for the purposes of these Terms each as a **Promoter**) that are part of the Te Whare o Rukutia Program. Any representations made by the Promoter regarding an event at any time and any associated complaints or claims are the responsibility of the Promoter and not Te Whare o Rukutia. You may purchase door sales (**Door Ticket**) direct from the Promoter immediately prior to the event. You do not have a contractual relationship with us in relation to Door Tickets, and will be subject only to the relevant Promoter's terms and conditions.
- b. Please read these Terms and our [Privacy Policy](#) carefully before confirming your purchase. By making a purchase you agree to the following Terms and the application of our Privacy Policy, and any variations as per the above.

### 3. Fees

The Promoter sets the ticket price and Te Whare o Rukutia sells Advance Tickets on behalf of the Promoter for a fee that is additional to the ticket price. This fee will cover all booking and transaction expenses which relate to Advance Ticket sales. In most cases, this will be \$1.50 (GST inclusive) per Advance Ticket. Any Advance Ticket sold that is valued over \$30 (GST inclusive) will incur a \$2.50 (GST inclusive) fee.

#### **4. Your Advance Ticket**

- a. If you purchase your Advance Ticket from us through the website, you can print your Advance Ticket(s) upon confirmation of your credit card authorisation by clicking 'Get my Tickets'. A confirmation email of your Advance Ticket is also sent to the email address you provided during the ticket purchasing process, from which you can print your Advance Ticket(s). Alternatively (and more environmentally), you can save the Advance Ticket to your phone and present that at the door of the event. When you pay for an Advance Ticket in cash at our box office you will be given a hard copy of the Advance Ticket, or alternatively if you prefer we will send you an electronic Advance Ticket to your registered email address.
- b. Your Advance Ticket must be presented (either on your phone screen, or printed) in order to gain admittance to the event. The code on the Advance Ticket uniquely identifies your Advance Ticket and the purchaser, and can be redeemed only once. Multiple copies of the same Advance Ticket will not allow multiple entries. In the event that multiple copies of an Advance Ticket are presented at an event, the Promoter may refuse entry to all ticket holders presenting Advance Tickets with the same unique code with no refund.
- c. When presenting concession Advance Tickets or entering events with an age restriction in place, you may be asked to show appropriate identification. If suitable identification is not presented, you may be refused admittance to the event with no refund.
- d. All ticket prices are shown in New Zealand Dollars and include GST where applicable. Te Whare o Rukutia accepts Visa, Mastercard, American Express (and direct payment at our box office).

#### **5. Postponements, cancellations & refunds**

- a. Advance Tickets will not be refunded, exchanged or cancelled once issued except in accordance with these Terms and the applicable laws of New Zealand.
- b. In the event of a cancellation by Te Whare o Rukutia or the Promoter, the ticket price (minus any reasonable transaction and administration fees) will be refunded:
  - i. directly to the credit card used for the original purchase. We may contact you and ask if you want to donate the ticket price to the Promotor instead of receiving a refund. If we do not hear from you within a reasonable time or you do not hear from us, we will automatically provide for the refund. Please note, in these circumstances' refunds make take up to 31 days to appear in your account; or
  - ii. upon the presentation of a valid receipt for Advance Tickets purchased from our box office (you may also donate the ticket price). If we do not hear from you within 30 days, the ticket price will be automatically donated to the Promotor.

- c. In the event of a postponement, Advance Tickets for the original date will be valid for the new date unless otherwise notified. No refund will be available unless the Promoter authorises ticket refunds for the postponed event, in which case refunds will be provided minus any reasonable transaction and administration fees.
- d. Please see clause 7 relating to COVID-19 for postponements, cancellations and refunds associated with the effects of COVID-19
- e. For the avoidance of doubt, and without limitation, under no circumstances will Advance Tickets be refunded or exchanged due to:
  - i. an incorrect selection of event or seats;
  - ii. an Advance Ticket being lost, stolen or damaged;
  - iii. a change in personal circumstances; or
  - iv. a change of mind, dislike or dissatisfaction of an event.

## **6. Event changes**

Te Whare o Rukutia and/or the Promoter reserve the right to add, withdraw or substitute artists or vary advertised events, ticket prices, audience capacities or seating arrangements and make other variations as required at any time provided such changes do not fundamentally change the event (as determined by Te Whare o Rukutia and/or the Promoter in their sole discretion). If the particulars of an event that you have purchased Advance Tickets for change, we will attempt to contact you but will not be held responsible for failing to contact you with updated event information. If any change fundamentally changes the event a customer may request a refund in accordance with clause 5. For the avoidance of doubt any postponement will not be considered a fundamental change and will be dealt with under clause 5c.

## **7. COVID-19**

- a. In accordance with government guidelines, you should not attend an event if you:
  - i. Have tested positive for COVID-19 or are waiting on COVID-19 test results;
  - ii. You are required by government regulations to self-isolate or quarantine; or
  - iii. You have any symptoms relating to COVID-19.
- b. If any of the circumstances in clause 7a apply, you are responsible for contacting Te Whare o Rukutia as soon as possible, and prior to the event, by calling (03) 4773350 / 027 2942672 or emailing [tickets@rukutia.nz](mailto:tickets@rukutia.nz). If we receive your email or phone call at least 8 hours before the

event start time, we will use reasonable endeavours to issue you with a credit note which can be redeemed for another event before 13 November 2022. If the ticket price of the alternative event is a higher value, you will need to pay the difference in price. No refunds will be issued if you are unable to use this credit note. If you contact us after 8 hours before the event start time, we will be unable to provide you with a credit note. In this situation, you can choose to gift your Advance Ticket to someone else.

- c. For the avoidance of doubt, and without limitation, a credit note will not be issued based on the following circumstances:
  - i. the ticket holder is well and does not wish to attend an event due to fears of exposure to COVID-19;
  - ii. the ticket holder is unwell and does not attend an event (other than due to COVID-19 illness or symptoms);
  - iii. the ticket holder is from a group at a higher risk of COVID-19; or
  - iv. the ticket holder attends the performance and subsequently leaves part way through due to feeling unwell.
- d. In accordance with government legislation, Promoters may be required to reduce their venue capacity if COVID-19 Alert Level Red is in force. Should the Alert Level change from Orange or Green to Red during the period that tickets are on sale, any purchased Advance Tickets exceeding the revised capacity will be refunded (minus transaction and administration fees). Refunds will be allocated according to date of purchase, from the most recent purchase until the revised capacity is reached.
- e. If an event is cancelled, all refunds will be processed as if the event has been cancelled by us under clause 5b.

## **8. Recording / audiotaping event**

- a. You agree not to use cameras, video recorders, audiotape recorders and other types of recording devices (**Recording Device**) at any event unless permitted in writing to do so by Te Whare o Rukutia or the Promoter.
- b. A breach of this clause 8 may lead to the confiscation of the offending Recording Device until the end of the event and/or the removal of the patron from the venue.
- c. Te Whare o Rukutia reserves the right to video, photograph, broadcast or telecast the event. You grant us permission to utilise your image, likeness, actions and statements in any live or

recorded audio, video, or photographic display made of, or at a Te Whare o Rukutia event without any further authorisation or compensation.

- d. Te Whare o Rukutia or the Promotor owns all intellectual property associated with the event. You agree not to use any such intellectual property without our prior written consent, and indemnify us and/or the Promotor against any loss suffered from such use.

## **9. Refusal of admission**

- a. Without prejudice to any other rights which Te Whare o Rukutia may have, if you contravene any of these Terms, you may:
  - i. be refused entry to, or removed from, the venue;
  - ii. have your Advance Ticket confiscated and/or cancelled; or
  - iii. be disqualified from purchasing tickets for or entering in to other events.
- b. A ticket holder that is late to an event may result in non-admittance. In limited circumstances late arrivals may be permitted to enter the event when there is a suitable break in the performance. Should entry be declined or delayed, Te Whare o Rukutia will not provide a refund or exchange the Advance Ticket.
- c. In the event that you are refused entry to an event for breaching these Terms, no refund will be given.

## **10. Identification**

- a. Valid photographic identification may be requested by Te Whare o Rukutia, or Promoter, staff upon entry. For licensed events managed by TWoR, patrons must be over the age of 18 (or accompanied by a parent or legal guardian). Failure to produce photographic identification if required will result in the refusal of entry. TWoR accepts the following forms of photographic identification as proof of age:
  - i. a current New Zealand driver's licence with a photograph;
  - ii. a current passport with a photograph;
  - iii. a current New Zealand learner driver permit with a photograph; or
  - iv. a current New Zealand issued Kiwi Access Card.
- b. Specific age restrictions may be imposed on select events that differ from the restrictions imposed on for Te Whare o Rukutia.

## 11. Search before entry

We may ask for your consent to search you and your belongings before entering a particular event. If you choose not to consent to such a search, you may be denied entry to the event without refund.

## 12. Prohibited items and behaviour

- a. You agree that no prohibited item, including without limitation drugs, alcohol, weapons, food, glass containers, and lasers (**Prohibited Items**) may be taken into any event or venue.
- b. Te Whare o Rukutia and the Promoter reserves the right, without refund of any amount paid, to refuse admission to, or eject, any person who:
  - i. appears to be intoxicated or under the influence of illicit substances;
  - ii. whose conduct is deemed to be disruptive or disorderly as the discretion of Te Whare o Rukutia or the Promoter;
  - iii. who uses vulgar or abusive language;
  - iv. who displays any commercial, political or religious signage or logos that may reasonably cause offence;
  - v. who disrupts any event, its artists or other patrons;
  - vi. who otherwise fails to comply with these Terms or the terms of the Promotor.
- c. You agree at all times to follow the reasonable directions of us or the Promotor (including any of our contractors or staff). You agree to ensure that you procure that any invitees or minors also comply with these Terms.

## 13. Liability

- a. Te Whare o Rukutia is not liable for any loss, expense, damage to your personal property arising directly or indirectly from the event.
- b. To the fullest extent permitted by law, Te Whare o Rukutia or the Promotor shall not be liable for any loss or damage or liability of any kind whatsoever whether suffered or incurred by you in contract, or tort (including negligence), or otherwise and whether such loss or damage arises directly or indirectly. Notwithstanding this clause 13b, the maximum aggregate liability of us to you shall not be greater than the ticket price.
- c. You agree that you are attending the event as your own risk.

#### **14. Event Ratings and Content Warnings**

All events are self-rated by the Promoters, and Te Whare o Rukutia does not take any responsibility for an incorrect rating, or unsuitability of an event. Dissatisfaction with the content or rating of an event does not entitle the customer to a refund. We have taken reasonable steps to ensure the accuracy of the program and its details, however event details, content warnings and ratings are subject to change at any time.

#### **15. Credit card problems and network problems**

- a. Te Whare o Rukutia's ticketing system involves an immediate exchange of information between us and your bank and/or credit card provider. Occasionally, your bank may not authorise a transaction, based on your account status or your card not being enabled for online purchases. In these instances, it is your bank and/or credit denying your card, not TWoR, so please contact your bank and/or credit card provider for a resolution.
- b. Te Whare o Rukutia shall not be liable for any fault or mistake of our merchant facilities provider, or your bank and/or credit card provider.
- c. Where an Advance Ticket is purchased by credit card and a chargeback is subsequently issued, you will be liable for and will be invoiced for both the full transaction value and any related transaction and administration fees.
- d. You understand the services we provide depends on integration with the internet and third party services, software and data. We do not make any warranty or representation as to the availability and continuity of these, and will not be liable for any costs associated with their failure.

#### **16. Miscellaneous**

- a. No failure or delay by a party in insisting on the strict performance of these Terms or to exercise any right under these Terms will operate as a waiver of those matters. A waiver will not be effective unless it is in writing. A waiver of any breach will not be a waiver of any other breach.
- b. In the event that any one or more of the provisions in these Terms is declared invalid by any court of competent jurisdiction, these Terms will be read as if such provision had not been inserted.
- c. These Terms are governed by the laws of New Zealand and the User agrees to submit to the non-exclusive jurisdiction of the courts of New Zealand.