

## **Totara Hospice (TH) Event Tickets and Event Attendees Terms & Conditions**

Thank you for your interest in participating in a TH event. Before you proceed to purchase tickets or attend an event, we strongly recommend you to go through the following terms and conditions:

Tickets issued are subject to the following conditions and may be revoked by the organiser of the event for breach of any of the specified conditions. TH may change or amend these Terms & Conditions of Sale at any time.

In these terms and conditions words like *'holder'*, *'bearer'*, and *'purchaser'* will refer to you – the person who is buying tickets to a TH Event, or attending a free event hosted by TH. On the other hand, *'our'*, *'organiser'* *'us'*, *'we'*, *'issuer'*, *'provider'* and similar terms will indicate TH.

By opting to purchase, allocate or possess tickets for a TH hosted event, or attend a TH hosted event for free, you automatically agree to our terms of use. If you have problems with any of the clauses listed below or do not agree with the risk allocations mentioned here, please do not purchase tickets or attend the TH event.

Please note that TH reserves the right to make changes, revisions, and amendments, or add/remove sections from this set of terms and conditions – without any prior notifications to you. Such changes will be duly reflected on the relevant TH event website link. These changes will relate back to the date of purchase of the TH event tickets.

- The bearer has to assume full responsibility of the TH Event tickets, once (s)he receives it TH has no liabilities – financial, legal, or otherwise – in case the delivered tickets are stolen, lost, damaged, destroyed or rendered unusable in any other way.
- Kindly note that TH is the sole authorised source for purchasing TH Hosted event tickets. If you obtain your ticket(s) from any other unauthorised source, you take on the risks of those tickets turning out to be counterfeit or reported to be stolen. The issuer has the right to dishonour such stolen/counterfeit tickets and declare them as void.

### **Totara Hospice**

Totara House, 140 Charles Prevost Drive, The Gardens, Auckland 2105  
PO Box 75560, Manurewa, Auckland 2243  
P: 09 640 0025 | F: 09 640 0291 | [www.hospice.co.nz](http://www.hospice.co.nz)  
Registered charity CC21683 • IRD Approved Donee Organisation

- The TH tickets delivered to you are not meant to be used for illegal reselling, copying, reproducing, or misrepresenting in any form. You cannot use the ticket(s) for any promotional/advertising purposes either (*including sweepstakes and competitions*) without our prior approval. Any proven record of such activities will result in immediate seizure and cancellation of your ticket(s).
- Please note that TH Event tickets cannot be redeemed against cash, credits, or any other benefits.
- TH has the right to investigate if there has been any violation of TH ticketing terms and conditions. In case of any conflicts, the decision of TH will be deemed final (*i.e., the issuer will remain the final arbiter in cases of disputes*).
- The TH event service will be deemed to have been delivered in its entirety as soon as the event starts on the set date and start time listed on the event website. From that point on, no refund requests will be entertained.
- If you are not able to access any particular section(s) of the venue that a TH event is being hosted at due to delays, government regulations, organiser policies, weather-related problems, emergencies, venue shutdown/evacuation or any other reason, you will not be eligible for any refunds or future credits.
- If a TH event is cancelled in its entirety due to any unforeseen circumstances, TH has the sole and absolute right to: i) reschedule the event, or ii) issue a partial/full refund, or iii) not issue any refunds. Please note that the decision of the issuer in such cases will be deemed final and binding.
- If a TH event is cancelled due to any factors or causes not in the control of the issuer, the latter will offer a partial or full refund, or postpone the event, or provide a comparable '*make good*' option. These factors will be inclusive of, but not limited to, natural disasters, government announcements, strikes, delays in production, and the like. Once again, the decision of TH will be considered final.
- If a TH event has to be rescheduled to other dates, you will not be eligible for any refunds. In case the event is fully cancelled, the refund, if issued, will include ONLY the face value/printed value of the ticket(s). The bearer cannot, under any circumstances, claim refunds on shipping fees, credit card charges, processing fees, handling fees, and such other charges.
- All ticket sales are deemed as Final Transactions. There will be no ticket returns/exchanges/cancellations.
- All TH events are deemed to be 'rain or shine' events.

- By purchasing TH event tickets, you automatically confirm that you/the attendee(s) are of the '*minimum age*' or older of the TH events age restrictions if there are any in place at the time of buying the ticket(s). If it is proven beyond doubt at the venue/virtual event that an attendee is below the '*minimum age*', (s)he will not be granted entry to the event. No refunds, full or partial, will be issued either. (the same applies if you have purchased an age defined ticket, such as Child or Senior Citizen)
- At the time of entering the TH event venue/virtual event, you may be required to produce the ticket in printed or digital form. Or confidentially share your provided email/facebook/skype or zoom account information to enter a virtual event.
- TH does not take any responsibility to personal/financial damages caused to you at any of its TH event venues, or for any items lost/stolen/misplaced at the venue. Financial reimbursement claims on these counts will not be entertained.
- All TH events follow a '*zero-tolerance policy*' towards unauthorised drug usage or carrying at the venue, and towards any type of behaviour/actions that can be interpreted as lewd or obscene. If you are found in possession of prohibited items at a TH event and/or if you indulge in any objectionable action, your participation in the event will be terminated immediately. Your event ticket(s) will become void from that point on.
- If the TH event includes consumption of alcohol NZ Liquor Licencing Laws are in place and will be managed by the Duty Manager on site.
- In all cases of disputes between the ticket-bearer and the ticket-issuer, the decision of the latter will be deemed final. In case a dispute cannot be resolved, the help of an independent third-party arbiter will be sought.
- TH reserves the right to withdraw, replace, add or substitute any hosts or entertainment without notice.
- Unless otherwise stated all TH event ticket prices are shown in NZ Dollars and include GST where applicable. TH accepts Visa, Mastercard and American Express.
- TH's ticketing system involves an immediate exchange of information between us and your bank via Digital Payment Processing. 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 denying your card, not TH so please contact your bank for a resolution. Where a 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 a reasonable chargeback management fee.

- TH event attendee/s whether paid, complimentary or attending a free event undertake the following imagery and photography terms:
  - At TH events we will reasonably wish to take wide angle, more general photos of the event and activities. These types of images may be taken during, or at specific points in, the event. It is not reasonable, practical or proportionate to require individual consents for taking these general types of images, or to preclude it on the basis of the concerns of a small number of individuals. By attending a TH event you imply consent for general imagery collection to be used by TH.
  - At TH events there will often be a TH workforce team member, or professional photographer/videographer collecting imagery which clearly features an individual/group of people. In this situation when asked if your image can be taken and/or by stopping in front of a Photo Backdrop and having your image collected you are agreeing to implied consent of the use of image. You have the right to say no to the representative at TH events to having your photo collected.
  - At all times we will ensure ethical use of Imagery TH will ensure that all imagery and communications portray individuals and TH in a valued and positive way, reflecting the TH Vision and Values. TH does not share or sell any images to any third party for commercial/marketing purposes and will not release any images unless required by law to do so. When using images TH will respect human dignity and ensure the rights, safety and well-being of the person or people being portrayed. Ethical use of Images includes ensuring accuracy in captioning, attribution and making sure they are used in the correct context. Ensure photos and captions used to illustrate or support written materials are factual and in keeping with the context of the story.
- The personal details shared when purchasing your ticket online can be used to communicate with you regarding updates/changes/details of the TH event you have purchased the ticket to. Additionally, we will use these personal details to supply you with information post event regarding the specific event you attended and similar events coming up being hosted by TH. You can ask for your details to be taken off our events communications database post the event. We cannot do this prior to the event as we may need to urgently contact you for health and safety information and logistics regarding the event you are attending.

We really hope you will have a great time at our TH event and thank you for supporting TH and Making Hospice Happen.