



Spoilt for Choice Event Hospitality Terms and Conditions of Sale and Entry (“General Terms”)

All Event Hospitality Packages issued by Spoilt for Choice are subject to these General Terms

1. General

- 1.1 These General Terms apply to all Packages sold by SFC. These General Terms do not apply to any event and corporate hospitality packages sold by a hirer of an H3 Venue or sold by a promoter or event organiser where a Venue is hired.
- 1.2 In addition to these General Terms, Clients and Guests are bound by any terms and conditions contained in or published on Tickets together with the relevant Venue’s terms and conditions of entry (if any) as published at www.h3group.co.nz, exhibited at the relevant Venue or provided on request, and as amended by H3 from time to time.

2. Definitions

“Client” means the purchaser of a Package and, where the context requires, includes any Guest.

“Event” means an event hosted, conducted or held at a Venue and for which a Package is offered for sale by SFC to Clients.

“Guest” means any person attending the Event for which a Package has been purchased where that person attends at the invitation or request of the Client and includes any bearer of a Ticket related to a Package.

“Package” means an event and/or corporate hospitality package sold by SFC.

“SFC” means Spoilt for Choice, an H3 operating hospitality brand.

“Ticket” means a ticket to the Event to which the Package relates and, where relevant, includes any other passes or accreditation related to the Event.

“Venue” means any venue owned, operated or managed by H3 that holds Events.

3. Booking

3.1 Booking Process:

- a) the Client must utilise the booking process or system (which may include an online booking system) determined by SFC in relation to the Package. SFC, at its discretion, can require that Clients book the Package via a nominated employee or representative of SFC. SFC may provide the Client with a form which the Client will be required to complete in relation to booking of any Package; and
- b) Clients will be issued a tax invoice upon booking and are required to make payment in full by the payment due date specified on the invoice, to confirm the booking; and,
- c) a booking will not be confirmed by SFC until payment, in full, for the Package has been received by SFC.
- 3.2 SFC, acting in good faith, reserves the right, in its absolute discretion, to determine the final allocation of any seats or tables related to a Package.
- 3.3 Any requests by a Client of a Package holder to combine dining with other companies and/or individuals who have purchased the same Package must be made at the time of booking the Package. SFC will endeavour to meet the Client’s request.
- 3.4 By making a booking, Clients are deemed to have accepted the terms and conditions detailed in these General Terms.
- 3.5 SFC reserves the right to refuse to accept a booking from any company or individual.

4. Payment

- 4.1 All pricing is quoted in NZ dollars and is exclusive of GST unless otherwise stated. All payments must be made in NZ dollars.
- 4.2 SFC reserves the right to determine the prices for any Package.
- 4.3 The Client acknowledges, that a credit card fee or surcharge may apply in respect of any payment made by credit card. The credit card fee or surcharge will be determined by SFC. Credit card fees or surcharges will be processed at the time of a payment being made.
- 4.4 Unless otherwise agreed in writing by SFC, all bar tabs (if any) must be paid on the night of the Event and the Client agrees SFC is entitled to hold the Client’s credit card prior to providing a bar tab and further, SFC is entitled to hold that credit card until the bar tab is paid in full.
- 4.5 **Payment Options for Packages**
- a) Payments may be made by credit card, cash, cheque or direct credit.
- b) Payments by cheque (other than bank cheque) must be made five working days earlier than the relevant due date for payment (if any).

4.6 Failure to Pay

Failure to pay any amount by the payment due date specified on the invoice may lead to cancellation of the Client’s booking for a Package provided that SFC cannot cancel a booking for a Package unless it has first served a written notice on the Client that an amount is unpaid and the Client has not, within 3 business days of the date of such notice, made payment of the outstanding amount.

5. Cancellation

- 5.1 A Client can cancel its booking prior to making any payment to H3 and, if this occurs, the agreement between SFC and the Client will be at an end and neither party will have a claim against the other.
- 5.2 Unless otherwise agreed by SFC in writing, all Packages are non-refundable, and a Client cannot cancel a booking after any payment has been made to SFC unless clauses 5.3 to 5.4 apply. The Client agrees that SFC is not liable to refund to the Client any payments made by the Client.
- 5.3 A Client can reduce the number of seats in the Package (whether in respect of a table purchased or otherwise) (“Surrendered Seats”). SFC is not liable to refund to the Client any payments made in respect of the Surrendered Seats unless SFC can sell those Surrendered Seats to a third party where SFC will repay to the Client the sum it recovers from the third party less SFC’s reasonable administration costs, if any, in relation to such sale to a third party.
- 5.4 If the Event is cancelled postponed or if the hirer of the Venue changes the date(s) of the Event (and the Client cannot attend the revised date(s) of the Event), SFC is only liable to refund to the Client any payment made by the Client to SFC.
- 5.5 If the Event is an outdoor Event and the Event is postponed, due to adverse weather or other adverse circumstances, to a date(s) that was stated by H3 (at the time of booking the Package) to be a reserve date for the Event (“Rain Date”) and, if the Client cannot attend the Rain Date, SFC is not liable to refund any payment made by the Client to SFC.

6. Tickets

- 6.1 Unless otherwise determined by SFC, either acting reasonably or in consultation with the Client, Tickets will not be issued earlier than the date 10 working days prior to the Event.
- 6.2 Ticket delivery timelines will be determined by SFC and SFC will not be liable for any loss or damage caused as a result of SFC determining delivery timeframes.
- 6.3 Tickets will be couriered by SFC to the Client unless SFC determines it will use an alternative means of delivery.
- 6.4 Tickets must be delivered to a nominated New Zealand address for all international Clients.
- 6.5 Lost or stolen Tickets can be reissued on:
- a) Payment of a fee being an amount determined by SFC (on a reasonable basis) for each lost or stolen Ticket, or car park voucher (if applicable); and
- b) SFC will only consider requests for lost Tickets upon receipt of a written request specifying the number of lost Tickets and Event details, as well as table number(s) or row and seat numbers (where applicable).
- 6.6 Replacement Tickets and vouchers will be available for collection from the relevant Venue at times nominated by SFC.

7. Dress Code

- 7.1 SFC reserves the right to determine the dress code requirements for each Event or Package. Clients will be notified of those dress code requirements at the time SFC issues Tickets to the Client. SFC reserves the right to refuse entry to any Client or Guest that does not meet the dress code determined by SFC.

8. Standard of Behaviour

- All Clients and Guests must comply with the following:
- a) The Client and any Guests of the Client must act in an orderly manner.
- b) The Client and any Guests cannot:
- i) cause any damage to the Venue;
- ii) treat SFC or venue staff or any other person attending the Event or the Venue (including a corporate suite) in a threatening, abusive, dangerous or other unacceptable manner (including for the avoidance of doubt, any homophobic, sexual, sectarian, racist or discriminatory behaviour of any kind) and whether physically, verbally or in any other manner;
- iii) bring into the Venue (including a corporate suite) any food, beverages, or dangerous or illegal substances;
- iv) smoke in any areas of the Venue, except those designated for such purpose (if any).
- c) The Client is responsible for ensuring that it and all Guests comply with clause 9.1(b). SFC has the discretion to remove or eject a Client or Guest who breaches clause 9.1(b) or displays unacceptable conduct (as determined by SFC, any member of its

- staff from the Venue or H3 Venue security in their absolute discretion) without being liable to the Client or Guest in any way.
- d) Tickets (including, where applicable, accreditation and passes), must be worn or presented correctly at all times. SFC reserves the right to refuse entry to the Event (or, where relevant, to refuse access to any part of the Venue where event or corporate hospitality is being hosted) if the Tickets (including where applicable, accreditation or passes) are not worn/presented correctly.
- e) Children under the age of 18 years of age are to be accompanied by an adult at all times in all areas where event or corporate hospitality is being hosted. SFC reserves the right to exclude children under the age of 18 years who are not accompanied by an adult.
- 8.2 SFC has no liability to the Client or a Guest in relation to Client or a Guest arriving late to the Event or not attending the Event at all.
- 9. Food and Beverage**
- 9.1 If the Client and/or any Guests have any special dietary requirements, these should be detailed to SFC, preferably no earlier than 10 business days and not less than 4 business days, prior to the Event. SFC will endeavour to work with its caterer to accommodate any such requests.
- 10. Carparking**
- 10.1 SFC may, at its discretion, provide carparking to the Client and Guests in relation to the Package (in a location of SFC's choice), but is not under any obligation to do so. SFC may also, at its discretion, charge a fee for any carparking provided to any Client or Guest.
- 10.2 Clients and Guests acknowledge that they park their vehicles at the Venue (or in the relevant location chosen by SFC) at their own risk. SFC has no liability whatsoever to the Client or a Guest in relation to a Client or a Guest in relation to SFC providing carparking.
- 11. Ticket On-selling, Advertising and Promotions**
- 11.1 Sale of each Package and a Ticket creates a contract between SFC and the Client which gives the Client a conditional license for admission to the relevant Venue for the Event. The license will automatically terminate if the Client or any transferee, buyer or assignee, without the prior written consent of SFC, resells part or all of the Package or any Ticket(s) including, but not limited, to:
- a) sales at a premium or sales through a broker or agent; or
- b) advertises or offers the Package or Ticket for resale on the internet or in any other medium; or
- c) advertises or uses the Package or Ticket for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services.
- If a Package or Ticket is sold, transferred, assigned or used in breach of these General Terms and/or the license referred to above is terminated, SFC reserves the right to deny admission to the bearer of the Ticket, to cancel the relevant Package, or to take other action, without being liable to the Client in any way whatsoever.
- 12. Signage, Advertising and Promotions**
- 12.1 No advertising, promotion or promotional items coordinated by a Client will be permitted within the Venue without the prior written consent of SFC. In relation to corporate suites, advertising and promotion is not permitted, without the prior written consent of SFC. At its discretion, SFC can require that a Client provides SFC with copies of all advertising and promotional material to enable SFC to approve the same which SFC can do in its sole discretion.
- 12.2 No advertising, promotion or promotional items coordinated by a Client will be permitted if the same is in direct conflict with any of SFC's sponsors or preferred suppliers. SFC can require the Client to remove any advertising, promotion or promotional items that are in breach of this clause.
- 12.3 No product sampling will be permitted within the Venue (including a corporate suite).
- 13. Assignment**
- 13.1 Packages may be assigned provided SFC provides prior written consent and the assignment relates to the whole Package. Any requests to assign Packages must be made in writing to SFC3. Consent to any assignment is subject SFC's sole discretion and SFC reserves the right to refuse to consent to any assignment without giving reasons. If SFC consents to the assignment of a Package, SFC is entitled to obtain any necessary information from the assignee and will arrange for any signage and catering to be printed in the assignee's name where possible (as determined by SFC). Any assignment which occurs after the date Tickets are issued by SFC will not show the assignee's details.
- 13.2 In the event of any assignment, the original purchaser of the Package will remain responsible for the assignee of the Package and the individual holder(s) of the Ticket(s) and will still be bound by clause 14.
- 14. Indemnity and Liability**
- 14.1 Clients are responsible for the acts and omissions of their employees, officers, invitees and Guests while at the relevant Venue. The Client agrees to release and indemnify, defend and hold harmless SFC, H3, their officers,
- directors, employees, representatives and agents from and against any and all losses, liabilities, expenses, costs (including the cost of repair of damage to the Venue), claims, demands, suits and damages whatsoever and howsoever arising, including under statute, from negligence, infringement of third party rights (and including legal fees on an indemnity basis or, if deemed inappropriate, on a solicitor / Client basis) resulting from or in connection with the acts or omissions of, or breach of these General Terms by the Client's employees, officers, invitees and Guests.
- 14.2 To the maximum extent permitted by law, the Client and any Guest agrees that H3 and its officers, directors, employees, representatives and agents are released and discharged of and from any and all claims, demands, suits, damages, losses, liabilities and injuries that the Client (and/or its employees, officers, invitees and Guests) may suffer or sustain at or in connection with the Venue, the Event or the Package by negligence or otherwise. To the extent that SFC cannot exclude liability then, to the maximum extent permitted by law, SFC's liability is limited (at its election) to SFC repaying amounts paid by the Client in relation to the Package or supplying or resupplying any Package.
- 15. Force Majeure**
- 15.1 Neither party will be liable for any delay in performing or failure to perform its obligations under these General Terms if the delay or failure results from any event beyond the control of the parties, including but not limited to any act of God, fire, explosion, flood, war, acts of terrorism, travel restrictions, theft, malicious damage, strikes, lock-outs, or industrial action of any kind, government regulation or requirement and a restraint by a government or governmental agency ("Force Majeure Event").
- 15.2 If a party is prevented from or hindered in performing its obligations under these General Terms by a Force Majeure Event, performance of those obligations is suspended to the extent that performance is prevented or hindered by the Force Majeure Event and such non-performance will not be deemed to be a breach of these General Terms.
- 16. Privacy**
- 16.1 The Client acknowledges that when booking a Package certain personal information about the Client and any Guest (including, without limitation, the name, address, email address, phone number, image or likeness of the Client and any Guest and persons using the Venue) including, without limitation, will have been made available to SFC ("Personal Data"). All Personal Data will be held and used by SFC in accordance with the H3's privacy policy and the Privacy Act 1993. The Client and Guests may gain access to their personal information held by SFC (if any) by contacting SFC. The Client acknowledges that Personal Data is also necessary to enable SFC to operate the Event, including (without limitation) for the purposes of coordinating the seating and/or viewing arrangements at the Event and for conducting research, marketing and promotional activities in relation to the Event and subsequent Events and related and similar events ("Purposes").
- 16.2 The Client acknowledges that SFC and third parties authorised by SFC may make or record film or other forms of moving picture, still picture or any of them of the Event (including, without limitation, of the Client, Guests and persons using the Venue). The Client hereby consents, and will use its best endeavours to obtain the consent of its Guests, to SFC and third parties authorised by SFC using photographs, film, tape or other images or likenesses of the Client and Guests, in any media (including publication within or outside the Venue) and for any purpose without identification or compensation or payment of any kind.
- 17. Miscellaneous**
- 17.1 These General Terms contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it and the Client acknowledges that, except for those representations made in the General Terms, neither SFC nor any person acting on its behalf has made any representation to induce the Client to purchase a Package.
- 17.2 No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- 17.3 Any issues regarding dispute or interpretation of these General Terms must be resolved in accordance with the laws of New Zealand and the parties submit to the jurisdiction of the courts of New Zealand.
- 17.4 H3 reserves the right to vary these General Terms at any time for operational, security or safety reasons by notice displayed on the H3 website.
- 17.5 The invalidity or unenforceability of any term of, or arising pursuant to these General Terms, shall not in any way affect the remaining terms or rights which should be read as if the invalid or enforceable term or right did not exist.