

## TERMS & CONDITIONS

- 1. WARNING:** The ticket holder assumes all risk and danger incidental to attendance at the ABL Game and the sport of baseball and all warm-ups, practices and competitions associated with baseball, whether such risk and danger occurs prior to, during or subsequent to any such warm-ups, practices and competitions associated with baseball, including specifically (but not exclusively) the danger of being injured by thrown bats, or fragments thereof, and thrown or batted balls, thrown, dropped, or launched items and projectiles, other hazards or distractions and any incidents or accidents associated with crowds of people, and agrees that none of the "ABL Entities" (as defined herein) shall be liable for injuries or loss of personal property resulting from any cause. The ABL Entities assume no responsibility for damage to or loss of any ticket holder vehicle or any contents contained therein. "ABL Entities" shall mean the Australian Baseball League Pty Ltd., the owners and lessees of the facilities in which the Game is played, and each of their respective parents, subsidiaries, affiliated or related companies, agents, players, officers, employees, owners, sponsors and licensees.
2. Member means a person who purchases a Membership from Auckland Tuatara Limited; and who is entitled entry into North Harbour Stadium if the person is the holder of that Membership; and who is recorded by Auckland Tuatara Limited as having the right to exercise specific rights associated with the Membership (for example any right of renewal or priority (if any) that may be granted in respect of that Membership); and to whom any correspondence about the Membership will be addressed and Membership shall have a corresponding meaning.
3. Membership means a ticket that admits a Member for the season outlined on their membership card to 20 (full season members) or 10 (half season members) regular season home games in the ABL Championship. Membership does not include any games played during preseason, out of Auckland or Playoff games.
4. Auckland Tuatara Limited shall determine, solely at its discretion, the closing dates for orders of Memberships and whether such Memberships become available.
5. Auckland Tuatara Limited reserves the right to on-sell membership seats for additional fixtures (such as semi finals and finals) in any event where the membership seat has not been booked or paid for by the deadline specified.
6. Subject to the compliance with the Consumer Guarantees Act 1993, Memberships cannot be exchanged, transferred, refunded or returned after purchased.
7. Membership entitles one person only (being the Member or his/her nominee) entry into North Harbour Stadium for a Auckland regular season home game at any one time. If requested by security staff, usher or Auckland Tuatara Staff Member, the Member or his/her nominee, shall have available for inspection their membership card or relevant tickets.
8. The Member(s) is responsible for the Membership Card(s) at all times. Any other person(s) using the Membership Card(s) must be aware of all the responsibilities and limitations of the card and must comply with the terms and conditions of use where relevant.
9. Lost or stolen cards must be reported to Auckland Tuatara Limited. To ensure entry to the next home games, these must be reported at least 48 hours prior to the gates opening. A replacement card fee of \$10.00 will be charged per card and must be paid before the new card will be issued.
10. Allocation of seats is solely at the discretion of Auckland Tuatara Limited.
11. Membership holders are requested to advise security staff or ushers of any unauthorized person(s) sitting in their allocated seat(s) for designated fixtures.
12. Right of admission to North Harbour Stadium is subject to regulation. These regulations are available for viewing at <https://www.aucklandstadiums.co.nz/our-venues/north-harbour-stadium>
13. Members or their nominees must leave the game day venue when requested to do so by stadium or security staff.
14. Auckland Tuatara Limited reserves the right not to renew any individual's Membership, at the sole discretion of Auckland Tuatara Limited and /or to discontinue the Membership at any point in the future. All rights to Membership will cease immediately should a Member fail to renew their Membership by the due date.
15. Membership Cards remain the property of Auckland Tuatara Limited and the Member may not sell their rights or the use of the card to any third party. If the Membership is cancelled or forfeited for any reason, the Member must return their Membership Card to Auckland Tuatara Limited.

16. Auckland Tuatara Limited reserves the right to vary, substitute, withdraw or reschedule any advertised games. It may also cancel, stop or interrupt any game for safety considerations beyond its control.
17. Personal information may be gathered and stored in accordance with the Privacy Act 1993 to identify the Member, for administration and to allow Auckland Tuatara Limited to advise the Member of upcoming events. Provision of such information is a condition of purchasing a Membership. Members have the right to access and correct their personal information at any time.
18. Auckland Tuatara Limited reserves the right to amend these terms and conditions at any time. Such changes will be recorded on their website and take effect immediately.
19. A breach of these conditions may result in Auckland Tuatara Limited cancelling or forfeiting the rights of Membership without refund, at their sole discretion. Auckland Tuatara Limited retains the right to forfeit Membership in the event of, but not limited to the following circumstances:

A breach of these terms and conditions.

21.1 Outstanding monies owed for Membership and/or other designated fixtures (example playoff games)

21.2 Foul, abusive or offensive language

21.3 Offensive Behaviour

21.4 A breach of these terms and conditions

22. To the extent permitted by law, Tuatara Limited shall not be liable or responsible to the Member for any direct, indirect or consequential injury, loss or damage to the Member or the property of the Member whatsoever and howsoever arising. Nothing in this clause is intended to have the effect of contracting out of the Consumer Guarantees Act 1993 except to the extent permitted by that Act.

23. If a regulation game is not played or is not completed, this ticket will serve as a voucher, valid for a ticket of equal or lesser value at a subsequent regular season game as determined by Auckland Tuatara Limited. Such determinations will be made subject to availability and your ticket must be exchanged at the box office on the day of the subsequent game. No part of the purchase price will be refunded by reason of the failure of the ticket holder to use this voucher or attend a subsequent game.

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Any concerns or comments should be addressed to: [ticketing@aucklandtuatara.com](mailto:ticketing@aucklandtuatara.com)