

TERMS & CONDITIONS

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.

1. One ticket entitles one person only (being the purchaser or his/her nominee) entry into North Harbour Stadium for a regular season home game at any one time. If requested by security staff, usher or Auckland Tuatara Staff Member, the purchaser or his/her nominee, shall have available for inspection their tickets.
2. Ticket holders are responsible for their tickets at all times. Any other person(s) using the ticket(s) must be aware of all the responsibilities and limitations of the ticket and must comply with the terms and conditions of use where relevant.
3. Ticket holders are requested to advise security staff or ushers of any unauthorized person(s) sitting in their allocated seat(s) for designated fixtures.
4. 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>
5. Ticket holders or their nominees must leave the game day venue when requested to do so by stadium or security staff.
6. 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.
7. Personal information may be gathered and stored in accordance with the Privacy Act 1993 to identify the purchaser, for administration and to allow Auckland Tuatara Limited to advise the purchaser of upcoming events. Provision of such information is a condition of purchasing a ticket. Purchasers have the right to access and correct their personal information at any time.
8. 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.
9. A breach of these conditions may result in Auckland Tuatara Limited cancelling or forfeiting the rights of tickets without refund, at their sole discretion. Auckland Tuatara Limited retains the right to forfeit entry in the event of, but not limited to the following circumstances:
 1. A breach of these terms and conditions
 2. Foul, abusive or offensive language
 3. Offensive Behaviour

22. To the extent permitted by law, Tuatara Limited shall not be liable or responsible for any direct, indirect or consequential injury, loss or damage to the spectator or the property of the spectator 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 Tuatara home game is cancelled / not played, the ticket will serve as a voucher, valid for a ticket of equal value at a subsequent regular season Tuatara home game nominated by the purchaser of the ticket. Such nomination will be subject to availability and the ticket must be exchanged at the box office on the day of the nominated game. Contact Ticketmaster to nominate a replacement game.

In the event that there are no available replacement tickets for the nominated game, or the right to nominate arises on the last home series weekend of the 2019/2020 ABL season, then the ticket purchaser may write to Auckland Tuatara's Fan Engagement Manager at ticketing@aucklandtuatara.com to request a refund.

Any concerns or comments should be addressed to: ticketing@aucklandtuatara.com