

HOSPITALITY BOOKING TERMS & CONDITIONS

Please read these terms & conditions carefully before purchasing hospitality tickets

1. Definitions

- 1.1 "Booking Form" means the booking form completed by you confirming the details of your booking/purchase.
- 1.2 "Terms" means these Terms and Conditions.
- 1.3 "We", "our" and "us" refers to Addington Raceway Limited.
- 1.4 "You" and "your" refers to the individual and/or the company as set out in the Booking Form.

2. Confirmation of Booking

- 2.1 All bookings are subject to availability. Your booking will be confirmed on receipt of your booking form and payment. Tickets will not be sent until full payment for your booking is received.
- 2.2 By returning the signed Booking Form, you agree to be bound by these Terms.
- 2.3 We will endeavour to provide all of the services publicised in relation to your booking, however you accept that we have the right to alter elements of the services at our sole discretion.

3. Cancellation by You

- 3.1 All cancellations by you must be in writing.
- 3.2 If a cancellation is made before the relevant date specified on the Booking Form then we will refund 50% of the booking fee and 100% of the courier fee to either of the following at our option:
 - 3.2.1 to your Visa or MasterCard which you made payment with; or
 - 3.2.2 to your nominated bank account.
- 3.3 You will not be entitled to any refunds on cancellations made after the relevant date specified on the Booking Form.

4. Transferability

Bookings are not transferable to another party.

5. Tickets

- 5.1 We will send your ticket(s) by post or courier to the New Zealand postal address you have provided in the Booking Form.
- 5.2 If you do not have a New Zealand postal address, you must collect your ticket before the date of the event from the Addington Offices. Your ticket(s) will be available from the date specified on the Booking Form.
- 5.3 We are not responsible for any lost, destroyed or stolen tickets. Any replacement tickets will be issued at our sole discretion.

6. Event Rules and Conditions of Entry

- 6.1 The right of entry is subject to our venue and event rules.
- 6.2 As a condition of entry, we may search any persons or possession being brought into the venue.
- 6.3 Entry will be refused if you do not have your ticket upon entry.
- 6.4 Entry may be refused if:
 - 6.4.1 your ticket is damaged or defaced in any way; or
 - 6.4.2 your ticket was not purchased from an authorised point of sale.
- 6.5 You and all of your guests will be subject to any venue and event rules set by us, and we reserve the right to remove any

persons from our property that do not comply with those rules. You must ensure that all guests abide by the venue and event rules and you indemnify us against any loss or damage to our property caused by you or any of your guests.

- 6.6 Some venues are outdoors. In such cases, no alternative facilities are available in the event of unfavourable weather.
- 6.7 Programmes, menus and the duration and timing of entertainment, events and other activities may be subject to alteration without notice. We reserve the right to vary, add, withdraw or substitute advertised programmes, menus, seating arrangements and/or facilities at any time.

7. Loss

We accept no responsibility in respect of any damage, loss, or theft of property or goods left by you or any of your guests.

8. Circumstances Beyond Our Reasonable Control

If we cannot provide the services on the date set out in your booking due to circumstances beyond our reasonable control, we will promptly notify you with the circumstances and we will at our option either:

- 8.1 notify you of a different date to provide the services in your booking; or
- 8.2 cancel your booking by giving you further notice and provide you with a full refund of the booking fee (excluding any courier fees).

9. Dispute Resolution

- 9.1 **Mediation:** In the event of a dispute between you and us concerning any matter relating to these Terms, such matter will be referred to the mediation of a single mediator. The referral will be commenced by either party serving written notice on the other requiring the matter to be referred to a mediator to be appointed by both you and us. Failing agreement on the appointment of the mediator within five (5) working days after the date of service of the notice, the mediator will be appointed at the request of either party by the President for the time being of the New Zealand Law Society (Canterbury Branch) or his or her nominee. The guidelines to govern the mediation will be set by the mediator.

- 9.2 **Submission to Arbitration:** If the matter is not resolved by mediation as provided in clause 9.1, within twenty (20) working days of the date of appointment of the mediator, a party may submit the matter to a single arbitrator to be appointed by the President of the New Zealand Law Society (Canterbury Branch) or his or her nominee. Such arbitration will be completed in accordance with the provisions of the Arbitration Act 1996. The decision of the arbitrator (including any decision as to which party will bear the costs of the arbitration) will be final and binding on the parties.

10. Recording

- 10.1 Any audio, photographic or visual recordings taken on-course by contractors or photographers appointed by us become the property of us. These audio, photographic or visual recordings may be used in future advertising and publicity and by entering Addington Raceway, you are deemed to have agreed to their use.
- 10.2 Any audio, photographic or visual recordings taken on-course of the events by you may only be used for your private purposes.