

## **Ticket Terms and Conditions for the Nitro Circus New Zealand Next Level Tour 2019.**

You, the ticket purchaser and/or ticket bearer ("you") agree with Nitro Circus Touring Australia Pty Ltd ("the Seller") to the following terms and conditions in relation to the Nitro Circus New Zealand Next Level Tour 2019 show to which this ticket applies ("the Event"):

Ticketek's standard terms and conditions and the Venue's terms of entry also apply to this Event; however, in the event of any conflict or inconsistency whatsoever between Ticketek's terms and conditions and these terms and conditions, these terms and conditions (i.e. the Seller's) shall take precedence and shall prevail in every instance.

1. The Event (if outdoor) may be postponed to the following day (the "Reserve Day") in whole or part if necessary, at a time determined by the Seller, due to adverse weather or other adverse conditions as deemed by the Seller. Any such postponement will be notified. In this case, your ticket will be valid for the Reserve Day and you will not be entitled to a refund. Please keep your ticket. Weather updates are available on the Nitro Circus event page and on Ticketek's website which is available at the following link: <http://premier.ticketek.co.nz/shows/show.aspx?sh=NITROTO19>
2. There are no transfers, exchanges or refunds on ticket prices, booking or courier fees except as required by law. The Seller's liability is limited to refunding the ticket price where the Event is cancelled and not postponed. Should the Event be cancelled, you will be notified by Ticketek to confirm when tickets purchased by credit or debit card will be refunded, or if paid by cash, EFTPOS or Gift Voucher where to return your tickets for a refund.
3. The ticket purchaser agrees to accept responsibility for ensuring this ticket is not copied and/or used fraudulently.
4. Where concessions are applicable, suitable and valid identification must be provided at the venue.
5. The Seller may add, withdraw, reschedule or substitute riders and performers, advertised events or performances. The Seller may also interrupt, shorten, bring forward, delay or stop the Event due to circumstances beyond its control.
6. The following items are prohibited from the Event – still cameras of professional quality as determined by Seller, video or movie cameras, audio and/or video recorders, banners, goods intended for sale and/or any item which may injure or annoy other persons or hamper/impede the conduct of the Event including chairs, umbrellas, platforms or anything that can be used to erect platforms or obstruct the view of patrons.
7. You understand that the Event may be filmed or photographed and that by your attendance at the Event you are automatically granting to the Seller and its agents and assigns without compensation the irrevocable right to include your image, voice and/or likeness in or out of context in any such film or photograph and to use and exploit the same in any media for any purpose throughout the world in perpetuity.
8. You must comply with all signs, instructions and directions regulating the Event, with all directions of all police, security personnel and officials and with all conditions of entry applicable to the Event venue.
9. You consent to and will permit the search and inspection of your person and/or possessions (including clothing and bags) at any time, including upon entry into the venue.
10. The right of admission is reserved and is subject to the rules relating to the venue. No food or beverage (other than for infants or medical reasons), unsealed drink containers, eskis or glass receptacles may be taken into the venue. No gang colours, patches or other items that signify gang membership may be displayed at the Event. No illegal substances or weapons of any nature may be brought into the venue. No animals may be brought into the venue (other than Guide dogs/Seeing Eye dogs).
11. Entry may be refused and no refund given if tickets are damaged or defaced in any way. Tickets are void if on-sold, traded, scalped, used in connection with any unauthorised promotion, competition or giveaway, used to artificially inflate the value of another item and/or are not purchased directly from the designated ticketing agent for the Event.

12. You release and indemnify the Seller against any loss, damage, claim or demand (whether personal injury, death or property damage) suffered by you or the Seller (and its officers, employees, contractors, agents, licensees and assignees), or any third party which occurs as a result (directly or indirectly) of your acts or omissions (whether negligent or otherwise) or your non-compliance with these terms and conditions.

13. The stunts performed in the Event are dangerous. It is a condition of your entry into the venue that to the fullest extent permitted by law you release and indemnify the Seller (and its officers, employees, contractors, agents, licensees and assignees) and the venue from any loss, damage, claim or demand arising as a consequence of your attendance at the Event.

14. You are reminded that it is your responsibility to proceed to and from the venue safely and exercising all due care. To the fullest extent permitted by law, the Seller accepts no liability for any loss, damage, death or injury arising from your journey to and from the venue or from the parking of vehicles at or near the venue.

15. Failure to comply with these terms and conditions may result in refusal of entry to the Event venue or removal from the Event venue.