

Hospitality Package Terms and Conditions (Terms)

By completing and signing a booking form, the Client agrees to these Terms.

1 GENERAL

- 1.1 A booking is not confirmed until the Client receives written confirmation from LLL of the secured booking and any other condition related to the booking (e.g. payment of a deposit) has been satisfied.
- 1.2 In addition to complying with these Terms, the Client must comply with any terms of issue of tickets, the conditions of admission of the person responsible the Event (**the Event Seller**), the Venue conditions of admission, any direction of LLL (including relating to health and safety), and all applicable laws. Copies of these additional terms are available on request.
- 1.3 LLL may cancel a booking if the Client has not complied with these Terms or insufficient Event hospitality sales have been made. Where hospitality is cancelled due to insufficient sales, LLL shall refund all payments made by the Client for the Package except where LLL is acting purely as a sales agent for the Event Seller or another party.

2 EVENTS

- 2.1 LLL may refuse entry to any ticketholder with a ticket that is damaged or defaced or that was not purchased directly from LLL or its authorised points of sale.
- 2.2 Without liability, LLL may add, withdraw, cancel, reschedule or substitute speakers, and the entertainment and/or vary advertised programmes, venues and seating arrangements for the Event.
- 2.3 By purchasing the Package, the Client does not gain any right to the official logos, emblems or mascots of LLL, the Event Sellers or the Events.
- 2.4 Packages (or part of them) cannot be used as part of a prize or lottery.

3 THE CLIENT'S OBLIGATIONS

- 3.1 The Client must:
 - a not resell all or any part of the Package, including the tickets;
 - b not hold itself out as a sponsor of the Event;
 - c Be responsible for the reasonable dress standard and the good behaviour of all persons attending the Event as your guests or invitees;
 - d Exercise host responsibility in respect of the amount of alcohol consumed, age of guests and invitees and in the dangers of drinking and driving;
 - e Use the facilities and any property provided by LLL as part of the Packages with care and for the purpose intended by LLL

- f Not bring any food or alcoholic beverages to the Event; and
- g ensure that its guests and invitees comply with these Terms.

4 RIGHT OF EJECTION

- 4.1 LLL may require any individual to leave the Venue or Event if that individual acts in an inappropriate manner (in the opinion of LLL), including, interfering with the enjoyment of others or breaching these Terms or any law.

5 LLL'S RESPONSIBILITIES

- 5.1 Subject to these Terms, LLL must use reasonable care and skill to organise and provide the hospitality set out in the booking.
- 5.2 LLL may substitute the form of hospitality offered for similar products of a similar standard.

6 PRICE

- 6.1 The Client must pay all prices and charges, plus GST, quoted in the booking form on the stated due dates. The Client must pay LLL all costs incurred by it in recovering sums owed under these Terms and/or the booking form.

7 CANCELLATION

- 7.1 The Client may cancel its booking by written notice provided that if the cancellation is:
 - a more than 12 weeks before the Event, any deposit or other sums already paid by the Client are non-refundable; or
 - b 12 weeks or less before the Event, the Client must pay to LLL all sums stated in the booking form as payable for the Package.
- 7.2 Subject to any rights under the Consumers Guarantees Act 1993 and the terms of the ticket sales, tickets cannot be exchanged or returned after purchase. If you are acquiring the Package for the purposes of a business, you acknowledge that the Consumer Guarantees Act 1993 does not apply to you or these Terms.
- 7.3 The Terms are subject to the provisions of the Major Events Management Act 2007.

8 DISCLAIMERS, LIABILITY AND INDEMNITY

- 8.1 The Client indemnifies and keeps indemnified LLL in respect of all damage, loss, liability, expense, cost (including legal costs on a solicitor and own client basis) arising out of or in connection with the Client's or its guests' and invitees' acts or omissions, whether willful, negligent or inadvertent.
- 8.2 Tickets or vouchers sold by LL as part of a Package are sold by LL as agent for the Event Seller. All claims relating to the tickets and the Event are the sole responsibility of the Event

Seller and, to the extent permitted by law, LLL excludes its liability to the Client or any other person related to the tickets and the Event, including excluding its liability to make refunds in the event of Event cancellation.

- 8.3 Entry to the Event is at the Client's own risk and, to the extent permitted by law, LLL excludes all liability related to any personal injury and damage or loss of property arising out of or in connection with the Client and its guests' and invitees' attendance at the Event.
- 8.4 LLL will not be liable for any indirect, consequential or incidental loss or damage or any loss of income, revenue, profits, interest, savings, or opportunity.
- 8.5 To the extent that LLL's liability cannot be excluded under these Terms, LLL's liability to the Client (and its guests and invitees) arising out of or in connection with the Event or these Terms is limited to the price paid for the Package.
- 8.6 LLL's warranties are limited to those set out in these Terms and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise are expressly excluded to the maximum extent permitted by law.

9 FORCE MAJURE

- 9.1 LLL will not be liable to the Client for any failure to perform its obligations under this Agreement or for any failure to deliver the Event by reason of any cause or circumstance beyond its reasonable control including acts of God, communication line failures, power failures, riots, fires, flood, earthquakes, extreme weather conditions or other disaster (**Force Majeure**). To avoid doubt, where an Event is cancelled due to Force Majeure, LLL is not liable to refund any sums paid by the Client.

10 GOVERNING LAW

- 10.1 These Terms are governed by the laws of New Zealand and the Client submits to the exclusive jurisdiction of the Courts of New Zealand.