

2023 WBOP MAGIC MEMBERSHIP TERMS AND CONDITIONS DEFINITIONS

1. 'Member' means the person who holds a Waikato Bay of Plenty (WBOP) Membership and for the purpose of any entitlements is limited to one person per Membership
2. 'Youth Member' means a Membership that admits children 15 years and under. (Children aged 2 and under are admitted free of charge if they sit on a parent's lap. Children aged 3-15 must have a Child Membership)
3. 'Stadium' means Globox Arena Hamilton, Trust Power Arena Tauranga OR Energy Events Centre Rotorua, New Zealand whichever stadium is relevant to your membership purchase.
5. 'Magic Membership 2023' means a Membership that admits to Globox Arena Hamilton, Trust Power Arena Tauranga OR Energy Events Centre for the ANZ Premiership round robin games in 2023.
6. 'Membership Card' means a ticket that is issued by WBOP Magic in respect of normal home matches at Globox Arena Hamilton, TrustPower Arena Tauranga OR Energy Events Centre Rotorua, and typically is issued in respect of a series of matches at these venues.
7. 'Membership Card Holder' means a person who uses a Membership Card for entry to the game on the relevant day.

KEY TERMS AND CONDITIONS

1. Consumer Guarantees Act 1993 Subject to compliance with the Consumer Guarantees Act 1993, Membership Cards and Tickets cannot be exchanged, refunded or returned after purchase except in the discretion of WBOP Magic.
2. By purchasing a WBOP Magic Membership, you agree to these terms and conditions. Any individual purchasing a membership on behalf of a third party shall be deemed to be acting with the consent of such third party to agree to these terms on conditions on their behalf.
3. No member may continually collect, disseminate, transmit, publish or release from the match arena any match scores or related statistical data during match play (from the commencement of a match through its conclusion for any commercial, betting or gambling purpose). The continual use of laptop computers or other handheld electronic devices within the confines (spectator area) of the match courts is prohibited. The exception to this provision is properly credentialed media, event vendors and event staff when used in the performance of their duties. No courtsiding is permitted.
4. All photographs taken within the stadium before, during or after a match may not be used or reproduced for commercial or financial gain without consent of WBOP Magic which may be withheld for any reason whatsoever.
5. PATRONS MAY BE REFUSED ENTRY INTO THE STADIUM IF THEY:
 - a) Appear intoxicated/under the influence of drugs or exhibit disorderly behaviour
 - b) Fail to comply with security or gate staff requests
 - c) Attempt to bring in prohibited items
 - d) Have been previously issued with a trespass notice that still applies

- e) Are not authorised to be in the Stadium, for example have no valid ticket, Membership Card or accreditation pass

6. PATRONS MAY BE ASKED TO LEAVE THE STADIUM IF THEY:

- a) Use obscene language
- b) Are verbally or physically abusive, or behave in a disorderly or offensive manner
- c) Are intoxicated
- d) Are carrying out unauthorised activities within the Stadium
- e) Throw items in the air or onto the court
- f) Fail to comply with these Terms and Conditions

7. PATRONS MAY NOT BRING INTO THE STADIUM

- a) Alcohol or any beverages other than water
- b) Thermos flasks
- c) Glass bottles or cans
- d) Hot food
- e) Commercially produced takeaway foods such as McDonalds, KFC, Subway, pizza etc.
- f) Chilly bins, picnic baskets or large bags
- g) Illicit drugs
- h) Sound amplifiers including loud hailers
- i) Musical instruments
- j) iPads, tablets, large cameras, and/or recording devices (this does not include mobile phones)
- k) Prams, strollers, pushchairs (There are limited storage facilities for these items at the entrance. However the Stadium takes no responsibility for loss or theft).
- l) Dogs or other pets (guide dogs are permitted)
- m) Flares, fireworks, laser pointers
- n) Knives or other dangerous weapons
- o) Skateboards, roller blades, scooters or bicycles
- p) Chairs of any kind
- q) Flag poles of more than one metre in length
- r) Signs or banners that are obscene, offensive or abusive
- s) Any other item that Stadium management determines may cause injury or public nuisance or inconvenience to any other person. Security reserve the right to request patrons to present any clothing, bags and other carried items for searching, including being subject to a pat down and/or a scanner search before entering the event.

8. SMOKING

- a) There is no smoking at the Stadium including the surrounding areas and carpark
- b) Smoking is allowed only in designated areas which is located at the end of the venue, past the staff carpark

9. GENERAL

- a) For the safety and security of patrons, surveillance cameras are in use throughout the Stadium.
- b) Patrons must not sit or stand in aisles or block entry doors or emergency exits.
- c) Some sporting and other activities are dangerous. Patrons viewing such activities do so at their own risk.

- d) There are no pass outs. At some events, exit turnstiles may operate allowing re-entry with a valid ticket.
- e) Clothing must conform to reasonable standards of decency
- f) Radios, CDs, TVs may be used only with earphones
- g) Cameras, videos, tape recorders and other recording devices may be prohibited for certain events
- h) Umbrellas may not be raised in the arena
- i) Patrons bringing personal items into the Stadium at their own risk. The venue will not be held responsible for any damages to, loss or theft of a patron's personal property.
- j) Advertising promotions and product giveaways etc. are not permitted on the Stadium property (this includes the walkway leading to the Stadium), unless expressly authorised by WBOP Magic in writing. Any unauthorised product giveaways may be confiscated.
- k) No alcohol is to be removed from the Stadium.
- l) You may be photographed or video tapped in the stadium. WBOP Magic reserves the right to use these photos or video for marketing purposes across various platforms without your consent.

10. COVID-19 SPECIFIC CONDITIONS OF ENTRY

- a) WBOP Magic will follow any government mandates and/or Ministry of Health advice related to management of COVID-19, including but not limited to, contact tracing, the use of face coverings and crowd restriction/management.
- b) If you are attending as part of a group, and you are the primary account holder, you are responsible for knowing the contact details of all attendees in your group (including full name, contact email address and contact phone number). In event you are contacted directly by the Government and/or the Ministry of Health for the purposes of contact tracing, you must make these details available to the Government or Ministry of Health for that purpose.
- c) All attendees in your group must commit to stopping the spread of COVID-19. Neither you, nor any other members of your group, will attend the event if currently subject to a 7-day isolation period or feeling unwell.

11. CANCELLATION, REFUNDS AND MISSING/DAMAGED MEMBERSHIP CARDS

- a) The WBOP Magic will not refund payments made by you for tickets under any circumstances, including:
 - i. The non-appearance of a particular person, group, or personality such as a player, team, performer or band (whether advertised or not);
 - ii. Any variation to the on-court Event program;
 - iii. Any variation to the off-court Event program, services, and attractions such as the postponement or cancellation of any entertainment, amusements, or interactive displays.
 - iv. Any adverse weather conditions;
 - v. If your personal circumstances change;
 - vi. Any other circumstances beyond the reasonable control of the WBOP Magic
- b) Members must complete their renewal within the timeframe specified. If renewal requests are received after this date; seat allocations, privileges and/or benefits cannot be guaranteed.

- c) Membership cards cannot be resold at a premium (scalped) nor used for advertising, promotional or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services without prior written consent of WBOP Magic. Subject to the above restrictions you can sell your membership card to another person for its face value (or less) any purchaser is also bound by these terms and conditions
- d) A Membership may also be cancelled due to misconduct of a member or their guest including but not limited to, verbal or physical abuse or intimidation of any representative of the WBOP Magic or venue staff.
- e) When advised that a membership card has been damaged, lost or stolen, WBOP Magic will cancel that card, so further use of card for entry will be possible. Membership cards that have been damaged, lost or stolen will not be able to be replaced during the season and instead e-tickets or paper or tickets will be issued, there will be a charge of \$1 for each reprinted game ticket.

12. CANCELLATION OF GAMES

a. If a match is cancelled and cannot be rescheduled nor replaced, then subject to clause 11, a refund or credit will be offered for the proportion of games that have been cancelled, less all reasonable costs and expenses including gifts, booking and credit card fees.

13. PRIVACY AND CONTACT DETAILS

- a) Personal information from members is gathered and stored in accordance with the Privacy Act 1993 to identify purchaser of memberships and keep the purchaser informed of upcoming events. Provision of such information is a condition of purchasing a membership. WBOP Magic Members have the right to access and correct their personal information at any time by logging into their Ticketek account.
- b) By providing your email and cell phone number you are consenting to receiving recurring news, promotions, marketing, e-newsletters, and electronic messages from WBOP Magic about WBOP Magic, ANZ Premiership, and Netball New Zealand including Silver Ferns and Sponsors.

14. AMENDMENT OF THESE TERMS AND CONDITIONS

WBOP Magic may amend these Terms and Conditions at any time by recording changes on its website and such changes then take effect immediately. If you have a problem concerning a membership card, please contact WBOP Magic at marketing@netballwbop.co.nz. Venue related enquires including behavioural issues at a stadium should be directed to the appropriate stadium