

# Royal New Zealand Ballet Ticketing and Purchase Terms and Conditions

#### Incorporated under the Charitable Trusts Act 1957, charity number 210457

#### Overview:

These terms and conditions refer to the purchase of any ticket, event, or item (merchandise) sold online via the Royal New Zealand Ballet's website <a href="www.rnzb.org.nz">www.rnzb.org.nz</a>, with transactions processed through <a href="www.mynzballet.org.nz">www.mynzballet.org.nz</a>.

These terms and conditions apply to both the original purchaser and any subsequent ticket holders.

#### **Your Ticket:**

Your ticket is a tax invoice and the total price of the ticket includes GST together with any other local levies imposed by the venues in which the RNZB performs.

A ticket is valid only when purchased through the RNZB or an authorised ticket seller, which will be linked via the applicable 'show page' on our website. The RNZB will never sell tickets through Viagogo or other third-party sites, and the validity of tickets purchased via these sites cannot be guaranteed.

Tickets may not, without the prior written consent of the RNZB, be resold or offered for resale at a premium (including via online auction or other unauthorised resale site) or used for advertising, promotion or other purposes, including competitions or trade promotions.

When purchasing a ticket it is taken as understood that in some price categories it may not be possible to have a clear view of all artists and performance elements onstage. The RNZB will take all reasonable steps to clearly mark restricted view seats as such on venue seating maps and on tickets.

#### Postponements, Cancellations and Refunds:

The right is reserved to vary, substitute or withdraw advertised programmes, artists, prices, venue and seating arrangements as necessary.

Tickets will not be refunded once they have been purchased, except as required by law and/or specified within this policy. Tickets will be refunded if a performance is cancelled and you cannot attend a re-scheduled or alternative performance. When made via an authorised ticket seller, the purchase will be subject to the ticket seller's terms and conditions.

RNZB subscribers and in some special circumstances other ticket holders may exchange tickets for another RNZB performance in the same calendar year with permission from the RNZB. Ticket exchanges must be undertaken before the performance for which the original tickets are held has taken place. If a ticket is being transferred to a higher priced performance or seating category the ticket purchaser will be required to pay the difference. It is not possible to transfer tickets to following years.

If the event a ticket holder cannot attend due to illness or injury, the ticket holder must contact their point of purchase to discuss arrangements for an exchange or credit. For purchases made via the RNZB, please email <a href="mailto:subscribe@rnzb.org.nz">subscribe@rnzb.org.nz</a>. For purchases made via a ticketing agency, please contact the agency directly.

The RNZB is not liable to you for any claims, damages, compensation, losses or expenses as a result of an RNZB performance being cancelled, postponed or changed.

#### Payments:

Any payments for tickets will be held by the RNZB or an authorised ticket seller as stakeholder (and not beneficially) in a separate bank account until the performance for which tickets were purchased has taken place.

### Attending an event:

The RNZB reserves the right to film or broadcast any performance, including in venue foyers and entrances prior to and after performances and during intervals. If you are photographed or filmed whilst attending an RNZB performance, you consent to the RNZB or third parties appointed by the RNZB, filming or photographing you. The RNZB or third parties appointed by the RNZB can broadcast, publish, license and use any photographs, film, recordings and images of you without compensation. The RNZB, the third parties and anyone acquiring from them a right to use the material are not liable to you in any way for its use. The RNZB will take due care in photographing or filming any children attending performances and will wherever practical obtain consent from parents or accompanying adults before photographing or filming children.

Late arrival to the theatre may result in a seating delay until a suitable break in the event occurs, if any.

Each person, including children must have a ticket. Child price tickets are available to those up to and including Year 13 at secondary school. Please see our policy regarding children and 'babes in arms' at the ballet for additional information. For any tickets purchased online or in person at a discounted price, it will be necessary to provide the relevant ID if requested.

Filming or photography of any kind during performances are strictly prohibited. This is for copyright reasons as well as, in the case of flash photography, to protect the safety of our performers.

Mobile phones and similar equipment must be turned off or switched to silent before entry into the theatre.

Patrons who disrupt a performance, who are using or in possession of a prohibited object, or fail to produce concession ID as appropriate may be asked to leave the venue without refund of ticket purchase.

You acknowledge that you are responsible for your own property while attending a performance. Any items left in the auditorium during an interval, or in a venue cloakroom where one is available, are left at your own risk.

#### **Information and Privacy:**

Your personal information relating to your purchase of this ticket will be held securely by the RNZB as per the terms of our Privacy Policy, available to view at rnzb.org.nz. Your personal data will not be sold or passed on to any other party.

The right of admission is reserved and is subject to the RNZB's and performance venue's terms of admission. This includes where tickets are lost or damaged or have not been purchased through the RNZB or an authorised agency.

#### **Delivery Policy:**

Where you have opted for your tickets to be posted or couriered, tickets will be issued and sent after receiving your Order Acknowledgement (please note this is different to Order Confirmations received by those who book online). Tickets will be sent at regular intervals in the lead up to your first performance's opening night. Unless otherwise specified, tickets are sent via standard post and tracking is not provided.

If you have opted to pay via a payment plan, your tickets will be sent out after the balance has been paid.

Merchandise purchased online will be posted with 5 working days.

It is your responsibility to ensure the correct address has been given.

Education events do not require physical tickets. Please keep your Order Confirmation as proof of purchase. This may need to be shown at the event.

## **Fees and Charges:**

- Subscription bookings
  - \$8.00 service fee to cover processing and post by regular mail
  - o +\$6.00 courier fee is added for those who opt for courier service
  - No credit card fees are charged
- Events tickets required (e.g. Dress Rehearsals)
  - \$8.00 post by regular mail
  - No service or credit card fees
- Events no tickets required (e.g. education events)
  - No service, post or credit card fees
- Merchandise
  - \$10.00 fee to cover processing and post by regular mail
  - \$25.00 fee to cover processing and post by tracked courier

This policy was last reviewed in October 2023.