



WORLD OF WEARABLEART

2024 WOW TRAIN PACKAGE TERMS & CONDITIONS FOR WOW SHOW TICKETS

INTRODUCTION AND APPLICATION OF TERMS AND CONDITIONS

At the World of WearableArt ("WOW"), our aim is for ticket holders ("you") to enjoy every moment of your WOW experience.

These Terms and Conditions apply to both the sale of tickets and attendance at performances and incorporate our Privacy Policy. These Terms and Conditions apply to both the original purchaser and any subsequent ticket holders.

Please read these Terms and Conditions and our Privacy Policy carefully before purchasing your ticket/s. By purchasing a ticket, you agree to be bound by these Terms and Conditions and our Privacy Policy which are governed by New Zealand law.

VARIATION TO TERMS AND CONDITIONS

WOW reserves the right to cancel, terminate, modify or suspend these Terms and Conditions at any time and for any reason.

Any variations will only apply to ticket purchases made after these Terms and Conditions have been updated.

GENERAL

All persons attending a performance, including children of any age, must hold a valid ticket.

All children 13 and under must be accompanied by a responsible adult while at a WOW show.

Ticket holders should be seated 30 minutes prior to the scheduled performance start time.

Late arrival may result in non-admittance until an appropriate break in the performance.

Nothing in these Terms and Conditions is intended to limit or exclude any liability of WOW's which cannot be limited or excluded at law including under any applicable consumer law such as the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 ("NZ Consumer Law").

Any dispute arising out of or in connection with these Terms and Conditions will be subject to the exclusive jurisdiction of the New Zealand courts and governed by New Zealand law.

DELIVERY OF TICKETS

WOW show tickets are electronic ("e-ticket/s") and are not able to be delivered by standard post, courier or available for venue collection.

A PDF containing your ticket is sent to the email address provided during your booking. It is your responsibility to check your tickets immediately once they have been delivered. If you are unable to locate the email with your PDF ticket attached, please check your spam/junk folder.

You should contact us immediately at tickets@worldofwearableart.com, or call us on 0800 496 974, if there is a mistake or error with your WOW Show tickets, or if you do not receive your tickets as ordered and/or as described in your order confirmation. We may not be able to assist you if you do not inform us of any errors that are reasonably obvious from inspection of your tickets within 5 days of receipt (and/or in good time prior to the event date).

You are responsible for ensuring that you have downloaded your tickets in good time prior to the event. We shall not be liable for, and you will not be entitled to any refund where e-ticket delivery fails.

When arriving at the venue please have the QR code on your e-ticket/s ready for scanning.

If you have printed the tickets off, please ensure you use white paper and the QR code is clearly printed. Any damage or folding of the paper may impact our ability to scan your ticket.

If you are displaying your tickets on a smart device, please ensure that your screen is at maximum brightness and is not cracked or damaged.

REFUNDS AND TRANSFERS

Before purchasing tickets, carefully review your performance date, time and seat selection.

Tickets are non-refundable. A change in personal circumstances does not entitle a ticket holder to a refund. Subject to any statutory rights of refund (including, without limitation, any

rights you may have under the NZ Consumer Law, if a performance takes place then there is no right to a refund or exchange, including where a ticket holder cannot attend because of adverse weather conditions or if a ticket holder is unwell.

WOW Show tickets may be transferred for a \$25.00 administration fee (subject to availability). Transfer requests must be submitted at least three business days prior to the show date you are wishing to transfer from and will be granted at WOW's discretion. Please note: if you do not attend the show as stated on your ticket, then no transfer or refunds will be made.

If a ticket is transferred to a seat of lesser value, the \$25.00 administration fee will still apply, and no credit or refund of the price difference will be issued.

If a ticket is transferred to a seat of greater value, the additional value of the tickets must be paid on top of the \$25.00 administration fee. The value of the ticket you transfer to will be determined at the time the transfer is processed.

To request a ticket transfer please contact Great Journeys New Zealand.

AUTHENTICITY AND VALIDITY OF TICKETS

Entry to a performance may be refused if the authenticity or validity of a ticket is unable to be determined, including because the ticket has been altered, damaged or defaced in any way.

When collecting or presenting concession tickets or when entering events with an age restriction in place, appropriate identification must be shown. If suitable identification is not shown (as determined by WOW at its sole discretion), you may be refused entry to the event.

UNLAWFUL RE-SALE OF TICKETS; COMMERCIAL PURPOSES

Tickets may not be packaged or used to enhance the demand for any goods and services or for any other commercial purposes including advertising, promotions or as a prize in any competition without the written permission of WOW.

Tickets cannot be offered, provided, resold or transferred for an amount greater than its face value (this includes using third party websites such as TradeMe, Facebook, Viagogo etc. to resell your ticket/s for an amount great than its face value). WOW reserves the right to cancel any tickets that have been resold in breach of this condition. WOW will not be liable for any damage suffered by the ticket holder in the event of such cancellation.

CANCELLED AND RESCHEDULED PERFORMANCES

If a performance is cancelled or rescheduled, WOW will:

- notify Great Journeys New Zealand of the decision and any other relevant information. Please note that if cancellation occurs on the date of the performance, then we may not be able to notify you of such cancellation prior to the scheduled time of the performance.
- in the case of cancellation, WOW will provide a refund to Great Journeys New Zealand of the face value of your ticket; or
- in the case of rescheduling, WOW will advise Great Journeys New Zealand of any refund entitlement you may have. If a performance is rescheduled, there may be refund limitations which you will be notified of.

Refunds will only be issued to the original purchaser and to the original credit or debit card unless these have expired.

Please note that any refund we provide for cancellation or rescheduling of a show will not include any amounts paid by you in respect of booking, card processing, insurance, or administrative fees. WOW will not be liable in any circumstances for any other expenditure or costs (such as travel or accommodation costs) that are associated with your show attendance.

LICENCE; EJECTION AND CANCELLATION; NO REDEMPTION VALUE

You may be denied entry into, or removed from, a performance where WOW or the performance venue management has reasonable grounds to do so, including if you breach these Terms and Conditions or you are intoxicated or adversely affecting the enjoyment of the performance by others or if you fail to comply with the venue's terms and conditions of entry (a copy of which can be found here).

A ticket is a revocable licence and a breach of these Terms and Conditions will automatically terminate your licence to attend the performance without refund.

A ticket is not redeemable for cash.

YOU ARE SUBJECT TO SEARCH

You and your belongings may be searched on entry to the performance venue. You consent to such searches and waive any related claims that may arise. If you do not consent to being searched, you may be denied entry to the performance without refund or other compensation. Certain items may not be brought into the performance, including without limitation, alcohol, drugs and controlled substances.

RECORDING, TRANSMISSION OR EXHIBITION

Photography, filming and recording during the performance is strictly prohibited and may result in your removal from any performance where you are found to be in breach of this obligation.

You grant WOW permission to utilise your image, likeness, actions and statements in any live or recorded audio, video or photographic display or other transmission, exhibition, publication or reproduction made of, or at the performance (regardless of whether made before, during or after the performance and whether within the venue or outside the venue) in any medium or context without further authorisation or compensation.

LIMITATION OF LIABILITY

Attendance at any performance is at your own risk and, except in relation to any obligations that cannot be excluded at law (including under any applicable NZ Consumer Laws), WOW will not be liable for any damage or loss you may suffer arising from the performance or your attendance at the venue. It is your responsibility to ensure you attend the venue at the time stated on your ticket or as otherwise advertised.

Where liability cannot be excluded by law (including, without limitation, the NZ Consumer Law), the maximum liability that WOW will have to you is the face value of the ticket purchased plus any relevant per ticket and/or transaction fee.

GOVERNMENT HEALTH DIRECTIONS AND SAFETY PROTOCOLS

You and your guests are required to abide by all government guidance and directives aimed at preventing the transmission of COVID-19 and other infectious diseases.

You must also follow all lawful and reasonable directions from WOW and Venues Wellington which are designed to create a safe environment for spectators, and you must stay alert at all times before, during and after the event. If struck or otherwise injured or distressed, immediately ask an usher for assistance or directions to a medical station or contact an emergency service. By purchasing or using a ticket to a WOW show performance, you acknowledge and accept these terms and conditions in your personal capacity and on behalf of any accompanying minor. You assume all risks incidental to the relevant performance, whether before, during or after the performance.

The primary ticket purchaser (account holder) is responsible for knowing the contact details of all attendees in their group (including their full name, contact email and contact phone number). In the event the primary ticket purchaser is contacted directly by the Ministry of Health for the purposes of contact tracing, they must make these details available to the Ministry of Health for that purpose.

You will not be entitled to any refund or other compensation, nor will WOW be liable for any damage you might suffer, arising from any refused admittance or removal arising from a failure to comply with the requirements of this clause 17.