

## Eventfinda Ticket Protection Terms & Conditions

### Overview

These Ticket Protection Terms and Conditions (“Terms”) apply to your purchase and, if applicable, refund of a Protected Ticket. These Terms are in addition to, and form part of, Eventfinda Limited’s (“Eventfinda”, “we”, “us”, “our”) ticket purchase terms and conditions (available [here](#)) and our terms of service (available [here](#)) (together, “Standard Terms”).

Nothing in these Terms has the effect of limiting the application of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection laws. The Standard Terms apply to all refund claims pursuant to your rights under the New Zealand Consumer Guarantees Act 1993 or other consumer protection laws.

### Refund Entitlement

If, at the time you made a Booking, you paid the additional ticket protection fee for that Booking and you are unable to attend the Booked Event as a result of any of the circumstances set out in the When we will refund section of these Terms, and you meet the other requirements for a refund set out in these Terms, we will refund the Ticket Cost to you.

### Definitions

#### In these Terms:

- “Booked Event” means a pre-planned event transacted through Eventfinda by you.
- “Booking” means a booking for a Booked Event.
- “Doctor” means a qualified medical practitioner registered with a recognised professional body who is not you or your Immediate Family.
- “Group” means the people who have made a Booking in the same transaction as your Booking.
- “Illness” means a physical or mental condition confirmed by a Doctor that prevents you from attending the Booked Event.

- “Immediate Family” means your spouse (including de facto partners and civil union partners), parent, child, or sibling.
- “including” and similar words do not imply any limit. “Injury” means a bodily injury confirmed by a Doctor that prevents you from attending a Booked Event.
- “Protected Ticket” means a ticket that was purchased for a Booked Event and for which you paid the additional ticket protection fee.
- “Public Transport” means any mode of public transport (other than public hire taxis or rideshare operators) licensed for public use on which you had planned to travel to a Booked Event.
- “Ticket Cost” means the cost paid by you for a Protected Ticket, including booking fees but excluding the ticket protection fee.
- “you” means you or, if you are acting on behalf of another person (e.g. a company), the other person on whose behalf you are acting. “You” includes your successors and assigns. “Your” has a consistent meaning.

## **Your obligations**

### **You must:**

- make all necessary arrangements to arrive at the Booked Event on time;
- take all reasonable precautions to prevent or reduce any need to make a request for a refund; and
- make your request for a refund no later than 45 days after the Booked Event in accordance with the Requesting a refund section of these Terms.

## **When we will Refund**

We will refund the Ticket Cost if you are unable to attend a Booked Event due to:

- an Injury or Illness affecting you or a member of your Immediate Family;
- your death at any time before the Booked Event;
- the death of a member of your Immediate Family within a 4 week period prior to the Booked Event;

- you being required to attend jury service which you were unaware of at the time you made the Booking;
- if you are a member of the armed forces, you being posted overseas unexpectedly;
- adverse weather where the Police or other authorised Government agency has issued warnings not to travel. You must provide confirmation of relevant road closures from the Police or the relevant Government agency;
- burglary or fire at your residence in the 48 hours immediately before the Booked Event that required the attendance of the Police, fire and emergency services or emergency medical service;
- you being summoned to appear at court proceedings as a witness which you were unaware of at the time you made the Booking;
- unexpected disruption of Public Transport that you could not have reasonably known about before the date of the Booked Event;
- the mechanical breakdown, accident, fire or theft en route of a private vehicle taking you to the Booked Event;
- you being relocated permanently for work by your employer prior to the time of the Booked Event more than 160 kilometres from the Booked Event which you were unaware of at the time you made the Booking; or
- you being unexpectedly made compulsorily redundant by your employer between the time you made the Booking and the time of the Booked Event.

### **When we will not Refund**

Unless required by law, or pursuant to our Standard Terms or any applicable event specific terms (in which case you should contact us directly), a refund will not be provided where:

- you did not, at the time you made the relevant Booking, pay the additional ticket protection fee for the Booking;
- you decide not to attend a Booked Event other than for a reason included within the When we will refund section of these Terms;

- you cannot provide evidence of an Injury or Illness from a Doctor;
- your sole reason for not attending is due to another person no longer being able to attend for any reason (other than a member of your Immediate Family in the circumstances described in the When we will refund section of these Terms);
- you cannot return all unused tickets or vouchers forming part of the Booking where you are asked to do so;
- you submit your refund request more than 45 days after the Booked Event;
- you are prevented from travelling to a Booked Event due to disruption to Public Transport which is public knowledge prior to the Booked Event;
- in our reasonable opinion, you did not allow sufficient time to travel to a Booked Event;
- you are unable to attend a Booked Event because you are unable to obtain a visa to travel;
- you are being relocated temporarily for work by your employer at the time you made the Booking;
- you have applied for relocation more than 160 kilometres from the Booked Event;
- the Booked Event is cancelled, abandoned, postponed, curtailed or relocated (but noting that in some limited circumstances you may be separately entitled to a refund under our Standard Terms, any applicable event specific terms or applicable law, in which case you should contact us directly);
- you are prevented from travelling to a Booked Event due to an outbreak of a contagious disease and the Government or any agency acting on behalf of the Government has imposed a ban on travel;
- you are prevented from attending a Booked Event due to war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power, riot, civil commotion, strikes, lockout, terrorism, malicious intent or vandalism, confiscation or nationalisation of or requisition or destruction of or damage to property by or under the order of the Government or a public or local authority.
- you make a false or fraudulent refund application or support a refund application with a false or fraudulent document, device or statement;

- you carry out a criminal act which prevents you attending a Booked Event; or
- you were unable to attend the Booked Event for a reason described in these Terms that:
  - was known to you, or
  - might reasonably have been expected to arise from any facts, matters or circumstances known to you at the time you made the Booking.

### **We will not pay**

- any travelling or associated expenses (unless travel costs are included as part of the Ticket Cost);
- the ticket protection fee;
- any loss you suffer other than Ticket Cost of the Protected Ticket; or
- any costs you incur in submitting or providing evidence to support your refund application.

### **Requesting a refund**

To request a refund under these Terms you must email Eventfinda support at [support@eventfinda.co.nz](mailto:support@eventfinda.co.nz) as soon as possible after becoming aware of circumstances that may lead you to requesting a refund but no more than 45 days after the Booked Event.

You must provide the following evidence to support your refund application within 45 days of requesting a refund:

- if your request is due to an Injury or Illness, a Doctor's report;
- if your request is due to a death, a death certificate;
- if you are summoned for jury duty at the time of the Booked Event, the original jury invitation inviting you to be a juror;
- if an official weather warning is issued for the time of the Booked Event, confirmation of relevant road closures from the Police or the relevant Government agency;
- in the event of a burglary at your residence, the Police report with a crime reference number;

- in the event of a fire at your residence, the fire and emergency services incident report or such other evidence that we may reasonably require;
- if you are summoned to appear in court as a witness at the time of the Booked Event, the original witness summons requesting you to appear in court;
- in the event of a delay, cancellation, mechanical breakdown or accident of Public Transport prior to the Booked Event, an official notice from the transport service provider;
- in the event of a breakdown of, or accident or fire involving, the private vehicle taking you to the Booked Event, a vehicle recovery service report (NZ Automobile Association or equivalent) and/or a copy of the garage and/or panel beater repair bill or parts receipt;
- in the event of theft of the private vehicle taking you to the Booked Event, the Police report with a crime reference number;
- if you are unable to attend the Booked Event because your employer has permanently relocated you more than 160km from the Booked Event, or unexpectedly made you compulsorily redundant, a letter from your employer confirming the relocation or redundancy;
- a copy of a valid visa permitting your travel to the Booked Event, if applicable;
- the original unused tickets and vouchers for all parts of the Booking; and
- any additional evidence that we reasonably ask for.

## Liability

To the maximum extent permitted by law, you expressly understand and agree that we shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we had been advised of the possibility of such damages).

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms, together with the Standard Terms, constitutes the entire agreement between you and us and govern your use of the Service, superseding any prior agreements between you and us (including any prior versions of these Terms).



## General

These Terms, and any dispute relating to these Terms, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms.

Privacy & Terms of Service Policies

Our Privacy Policy can be viewed [here](#).

Our Ticket Purchase Terms and Conditions can be viewed [here](#).

Our Terms of Service can be viewed [here](#).