



HIGHLANDERS CLUB MEMBERSHIP TERMS & CONDITIONS

INTRODUCTION

- A. In these Terms, references to “we”, “us” and/or “our” are references to the “Highlanders”. “Highlanders” have the same meaning as the “Highlanders Rugby Club Limited Partnership”, abbreviated to “Highlanders”.
- B. The word “you” refers to you individually.
- C. These Terms form a legally binding contract (Agreement) between the person named on the Membership (Member) and the Highlanders.
- D. The Member acknowledges and agrees that their Membership with the Highlanders is subject to these terms. In addition to the terms of the Agreement, each Member must comply with any rules and regulations imposed by each Venue where a Match is held.

1. DEFINITIONS

- 1. **“Direct Debit Form”** means the Authority to Accept Direct Debits form;
- 2. **“Finals Match”** means any match designated as a Highlanders home finals match played at the Venue;
- 3. **“Home Match”** means any of the matches designated as a Highlanders home match during the relevant Super Rugby home and away season, and any other Highlanders fixture as notified to you in your Membership pack, and excludes any Finals Match;
- 4. **“Match”** means the relevant Home Match or Finals Match (as appropriate) and any other match as notified to you in your Membership pack;
- 5. **“Membership Fee”** means the fee payable by a Member to the Highlanders on the terms set of the Agreement;
- 6. **“Membership”** means the Highlanders Club Membership and any other category of membership of the Highlanders;
- 7. **“Super Rugby”** means the Super Rugby competition conducted by SANZAAR Pty Ltd ACN 069 272 304;
- 8. **“Terms”** means these terms and conditions; and
- 9. **“Venue”** means Forsyth Barr Stadium or any other stadium where a Highlanders Home Match is played.

2. GENERAL CONDITIONS

- 2.1. Payment of Membership must be made in full, at the time of renewal or purchase unless you have chosen to make payment by instalments via Debit Success.
- 2.2. It is a condition of sale of a Membership that the Membership (or associated tickets to Highlanders fixtures) may not, without the prior written consent of Highlanders, be resold at a premium nor used for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services. If a ticket is sold or used in breach of this condition, the bearer of the ticket will be denied admission.



- 2.3. It is the Member's sole responsibility to notify the Highlanders of any change in Member contact details at the soonest possible opportunity, including changes of address or contact details or any relevant information that could affect your Membership.
- 2.4. A Highlanders Club Membership provides access and entry as per membership category specifications to regular season home games for the 2021 season.
- 2.5. Highlanders Club Membership benefits are non-transferable. On-selling Highlanders Club Membership benefits are in breach of the Highlanders Club Membership terms and conditions, penalties for this breach may include cancellation of the Highlanders Club Membership in question.
- 2.6. Club Memberships purchased online via our membership portal are also subject to Ticketek terms and conditions and Members should make themselves aware of Ticketek's terms and conditions before purchasing.
- 2.7. Membership inclusions and benefits are subject to change if deemed necessary by the Highlanders. The Highlanders will do their best to provide as much notice as possible to Members should changes to membership inclusions change.
- 2.8. All Club Memberships exclude access to any Highlanders home Finals matches however, Members are given preferential access to purchase Finals tickets.
- 2.9. Before the commencement of each season, some members will have their seats moved up to a maximum of three seats either to the left or right of existing seats to fill individual seats between groups. You will not be moved rows or sections without being consulted.
- 2.10. The Highlanders membership team can be contacted via phone on 03) 479 9280, via email at membership@highlanders.net.nz, via our website www.thehighlanders.co.nz or by writing to PO Box 6070 North Dunedin 9059.
- 2.11. Buy renewing or purchasing your Club Membership over the phone, by the internet, or, over the counter you are accepting the Highlanders Club Membership terms and conditions.
- 2.12. The Highlanders may from time to time, where necessary, vary the terms and conditions of Memberships and these terms & conditions. The Highlanders will communicate any changes to its membership's terms and conditions via the Highlanders website. Members will have no claim against the Highlanders by reason of any change made to its membership terms and conditions.



3. PAYMENT AND FEES

- 3.1. Highlanders will set Membership prices in advance of each season which will be notified to Members in writing and available on the Highlanders website.
- 3.2. All prices quoted for Highlanders memberships are in \$NZD and are inclusive of GST.
- 3.3. Prices quoted exclude any third party booking fees or credit card surcharges. A booking fee will added onto your purchase by Ticketek at time of purchase, a 3.5% credit card surcharge applies if paying by credit card. If choosing to pay by installments, Debit Success will charge a \$10 administration fee and 3% instalment fee on each payment.
- 3.4. Any balance credited from the cancelled games as part of a 2020 Club Membership will be transferred to your 2021 Club Membership and must be used in full against 2021 Club Memberships. For Elite members that opted for a credit, you may use your credit for your 2022 Club Memberships. Any unused credits will be forfeited after the conclusion of the season in which your credit is available for use.
- 3.5. Any balance credited from the cancelled games as part of a 2020 Club Membership must be used by the member that was assigned the 2020 membership. These credits cannot be transferred in part or in full to pay for another membership however additional memberships can be added to use any remaining credit.
- 3.6. A replacement fee of \$15.00 per membership card will be charged for reprinting lost cards.

4. INSTALMENT PAYMENTS

- 4.1. Members may choose to pay for their Memberships by instalments. Payment plans for the 2021 season will be managed by third-party provider Debit Success. Highlanders reserve the right to cancel or suspend any memberships where payments are not received on two consecutive occasions.
- 4.2. Debit Success terms & conditions and a contract will be emailed once the memberships have been confirmed. The contract is eligible for a 14 day 'cooling off' period.
- 4.3. All Debit Success payments must be paid in full by 31 August 2021 (or such other dates as advised by the Highlanders to the Member). When renewing online and selecting the instalment option the 1st payment along with any applicable fees will be deducted from your nominated credit card or bank account.
- 4.4. Please refer to the full Debit Success terms and conditions on their website.
- 4.5. Highlanders are not responsible for any over-limit or other fees/charges imposed by your bank.



- 4.6. It is the Member's responsibility to inform Debit Success of any updates or changes to the nominated bank account or financial institution prior to the next nominated instalment date.
- 4.7. Highlanders reserve the right to suspend a Member's Membership should they have outstanding debts, missed instalments or dishonour fees. The Membership shall remain suspended until all outstanding monies have been paid.
- 4.8. Highlanders reserve the right to cancel a Member's Membership where there are ongoing payment issues, at any time without prior notice.
- 4.9. Members will be unable to renew their Membership for the following season if there is any outstanding debt from the previous season. Members may only renew their Membership once any balance owing is paid in full. In addition, Members who have had their Membership suspended at any point may be denied the option to pay in instalments for the following seasons and be required to pay their Membership fees upfront.
- 4.10. The decision to pay the Membership Fee in instalments does not affect the order in which seats are allocated to members.

5. REFUNDS, TERMINATIONS, TRANSFERS AND RENEWALS

- 5.1. Highlanders do not take responsibility for the selection of membership packages or tickets purchased by individuals. If an error is made by the purchaser when purchasing tickets or membership packages Highlanders are not held responsible.
- 5.2. A Membership may be terminated for failure to pay annual Membership Fee payments and/or instalment payments, or for failure to comply with the conditions set by Highlanders contained in these Terms.
- 5.3. A Membership may also be cancelled due to the misconduct of a Member or their guest, including but not limited to, verbal or physical abuse or intimidation of any representative of the Highlanders or venue staff.
- 5.4. 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.
- 5.5. Refunds are not generally provided for change of mind purchases. If you wish to request a refund please submit your application in writing to membership@highlanders.net.nz. Your request will be considered on a case by case basis. Please note that if the member has attended one or more games in the relevant season, no refund will be granted.



5.6. Gift with purchase memberships: If a refund is approved the cost +10% of any such gift supplied with purchase will be deducted from any such refund. For example, gifts included with Elite 2 year memberships or, little landers membership



6. Privacy

- 6.1. Personal information is gathered and stored in accordance with the Privacy Act 1993 to identify the purchaser of memberships and keep the purchaser informed of upcoming events. Provision of such information is a condition of purchasing a membership. Highlanders Club Members have the right to access and correct their personal information at any time by logging into their Ticketek account and if applicable, their Debit Success account.