

## **Rhythm & Vines Conditions of Purchase and Privacy Policy**

### **Conditions of Purchase**

The purpose of these conditions in this document is to ensure your satisfaction and understanding of your purchase of a ticket from R&V. This includes stating our policies and guidelines of your attendance at the event that ensure the safety, wellbeing, and rights of not just yourself, but that of R&V, all other customers and staff. All conditions listed are to be read together with all other statements or directives either listed on our website or displayed at the venue. If you have any questions about the information below, please Contact us at [info@rhythmandvines.co.nz](mailto:info@rhythmandvines.co.nz). This Purchase Policy is subject to, and incorporates by this reference, the Terms of Use.

### **Our Registered Address**

Rhythm & Vines Ltd  
PO Box 846  
Gisborne 4040

### **Intellectual Property**

"Rhythm & Vines" is a Registered Trademark and cannot be used without the prior written consent of the R&V.

### **Service Fee**

All tickets purchased are subject to charge of \$4.50 per ticket

### **Currency**

All ticket prices are stated in New Zealand Dollars.

### **Order Confirmation**

If you do not receive a confirmation eTicket (in the form of a confirmation email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. R&V will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

### **Billing Information Verification**

Orders are processed only after a billing address, and other billing information, has been verified. Occasionally, we receive incorrect billing or credit card account information for a ticket order that can delay processing. In these cases, our customer service team will attempt to contact you, using the information provided at the time of purchase. If we are unable to reach you, or your contact information is incorrect, we must cancel your order.

### **Re-Sale of Tickets or Seeking Commercial Gain**

No ticket shall be resold or offered for resale at a premium over the face value of the ticket, including through the use of online auction sites. Unlawful resale of tickets (or attempt) is grounds for seizure and cancellation without compensation. A ticket shall not be used for advertising, promotions, contests, sweepstakes, or enhance the demand for other goods or services, unless formal written authorization is given by R&V.

### **Pricing and Other Errors**

If the amount you pay for a ticket is incorrect regardless of whether it was an error in a price posted or otherwise communicated to you, R&V maintains the right to cancel that ticket and refund to you the amount that you paid. This will apply regardless of whether it was a human error or any system malfunction.

### **Refunds and Exchanges**

Unless the event is cancelled, R&V does not offer exchanges or refunds after a ticket has been purchased.

### **Lost or stolen tickets**

Once purchased, you are responsible for the security of your eTicket. R&V will take measures, including matching name ID, to attempt to verify the correct owner of the ticket, however can not be held responsible for the theft, duplication or misuse of your eTicket.

### **Reschedule or change of venue**

In the unlikely event that R&V decides it must reschedule and/or change the venue for all or any of the days, you will be notified by the email used to book your tickets. All tickets will be valid for the new dates and/or venue with no entitlement to a refund. R&V will not be responsible for losses (monetary or otherwise) due to the changes or because you failed to receive the notification of the change.

### **Cancellation**

If the event, or an individual day, can not be rescheduled and is cancelled due to the forces of nature or any other reason, you will be notified on exact instructions on how to receive a refund for the day(s) that are cancelled. Once the gates are opened, the event is deemed to have gone ahead and not been cancelled, whether or not it is shut down early due to emergency situation or any other reason. R&V will not be responsible for losses (monetary or otherwise) due to any cancellation. Refund liability is limited to refunding the ticket price only. All other fees and charges are non-refundable. In the case of package tickets, the refund will be for 25% of the package price for either the 29<sup>th</sup> or 30<sup>th</sup> and 50% if the night of the 31<sup>st</sup> is cancelled.

### **Performing Acts**

The ticket is for the R&V Festival, not for any specific act or acts. R&V reserves the right to withdraw, replace or substitute artists, or amend the programme at any time without notice. No refund will be owed if an act is changed or canceled. This includes, but not limited to, the length of their performance, attendance by specific artists in the band, or performance schedule.

### **Weather**

The event will be held rain or shine

### **Limitation of Liability**

The R&V Festival is an open air event in a rural venue. Entry is at own risk. You must stay alert at all times and assume all risks incidental to the event for which the ticket is issued. R&V and the owner of the Venue shall not be held liable for any loss, injury or damages sustained entering or within the Venue whether caused by the negligence of R&V or that owner or otherwise.

### **Personal Security**

If you feel at any time your or anyone else's health or safety is threatened, you should contact the nearest security guard. There are St John's Ambulance Officers on site at all times who can be contacted by security.

### **Personal Property and Private Vehicles**

At all times you are responsible for your personal property. Items of value, including private vehicles, should be covered under your own personal insurance. R&V assumes no responsibility for theft, damage, loss of any personal items or private vehicles, even in the case they are placed in the care of R&V staff or representatives.

### **Emergency Procedures**

In the case of an emergency evacuation or situation, you must follow all official directives.

### **R18**

R&V is strictly for those of 18 years or older. Photo ID will be required to gain entry to the event. If your ID can not be authenticated, you may be denied entry. You will not be entitled to a refund.

### **Ejection or denial of entry**

R&V reserves the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, this includes, but not limited to, the following;

- failing to produce appropriate identification as proof of age,
- holds a ticket that breaches conditions of resale,
- refuses to make their clothes, bags, containers or other possessions available for search,

- bring into the venue or attempting to bring in any banned items, including, but not limited to, illicit drugs, controlled substances, weapons, lasers, fireworks,
- antisocial behavior,
- being grossly intoxicated,
- use of illicit drugs,
- who uses vulgar or abusive language,
- participates in dangerous activities including aggressive dancing, moshing, stage diving, crowd surfing & climbing,
- threatens the safety of other customers or staff,
- or who fails to comply with any other of the R&V rules.

### **Misrepresentation**

High-Visibility jackets or clothing that may be mistaken for security personnel is forbidden. A false claim to be a member of staff, representative of R&V, or any attempt to gain access to secure and/or out-of-bound areas will be taken seriously and you will be ejected from the event.

### **Recording, Transmission and Exhibition**

You agree not to record or transmit, or aid in recording or transmitting, any description, account, picture, or reproduction of the event. All professional recording devices audio or video must be pre-approved by R&V. You grant permission to utilize 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 event (regardless of whether before, during or after play or performance) in any medium or context without further authorization or compensation.

### **You Are Subject to Search**

You and your belongings may be searched on entry to ensure the safety of patrons. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. Certain items may not be brought into the premises, including without limitation, alcohol, anything in glass containers, illicit drugs, or controlled substances, weapons, lasers, fireworks. Prohibited items that are confiscated will not be returned.

### **Bus Service**

The purchase of bus tickets will entitle you to use the service for days that you purchase. Purchase of a package will entitle you to all three days. The service and frequency will be subject to availability of buses and drivers, in addition to abiding by all related transportation law. R&V can not be held accountable for losses (monetary or otherwise) due to the bus service.

### **Pass-outs**

Entry to the venue will be restricted to one time per day. Once you depart you may be denied re-entry. No pass outs will be issued unless otherwise advised.

### **Walking from Venue**

The R&V festival site is about 10km from the campgrounds on the beach. A zero tolerance foot traffic policy operates at R&V to ensure everybody's safety. Any person caught walking from the event on the 29<sup>th</sup> or 30<sup>th</sup> will lose their festival wristband for the remaining days.

### **Privacy Policy**

R&V collects and uses contact and financial information ("Personal Information") to: ensure that the tickets are delivered to you; to advise you of any possible changes/cancellations that may occur in relation to the event; and/or to confirm the identity of customers. R&V will not share your Personal Information with unrelated third parties without your prior consent. However, when you make a purchase, your consent is required for R&V to provide your Personal Information to those third parties necessary to process your transaction with us. With purchase you consent to receiving emails from R&V informing you to additions to the line-up, promotional offers and/or news and information about the upcoming event. With each email you will be granted the option to unsubscribe if you no longer wish to receive these informative emails.

### **Change to Conditions**

Rhythm & Vines reserves the right to revise or amend these Conditions of Sale without notice.