

**TICKETMASTER**  
**SINGLE EVENT TICKETING AGREEMENT**

between

**Ticketmaster NZ Limited**  
**(“Ticketmaster”)**

and

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**(“Client”)**

**THIS AGREEMENT** is made the \_\_\_\_\_ 2012.

**BETWEEN** TICKETMASTER NZ LIMITED, Level 1, Citibank Building, 23 Customs Street East, Auckland City  
"Ticketmaster"

**AND**

\_\_\_\_\_  
\_\_\_\_\_  
"Client"

**ON THE BASIS THAT:**

- A. Client has sought a proposal from Ticketmaster regarding the provision of ticketing services at the \_\_\_\_\_ ("Venue") situated in Rotorua, New Zealand; and
- B. Ticketmaster has provided a proposal respect of the ticketing services sought by the Client and Client has agreed to engage Ticketmaster to provide the ticketing services on the terms and conditions set forth in this Agreement and the attached Schedule A.

**THE PARTIES AGREE THAT:**

**1. APPOINTMENT**

The Client appoints Ticketmaster as its exclusive agent for ticketing services for the Event in accordance with this Agreement and the terms of the Proposal. The client will not appoint any other person to provide ticketing services in respect of the Event.

**2. TERM**

The term of this Agreement is for the period set out in the attached Schedule A or until thirty (30) days after the end of the Event, whichever is longer.

**3. TAKINGS**

3.1 Ticketmaster will deal with the takings in accordance with its normal standard terms and conditions applicable to an event such as this Event but to the extent that the issue of takings is dealt with on Schedule A, then in accordance with those terms. Client acknowledges that Ticketmaster's normal practice is to pay the takings (after deduction of all of Ticketmaster's fees and charges and any other amounts owing to Ticketmaster or the Venue by the Client) after the Event or after any issues involving refunds are resolved, whichever is the later.

3.2 No monies are paid to the Client prior to the event taking place. All monies due after Ticketmaster's fees and charges and any other amounts owing to Ticketmaster or the Venue by the Client have been deducted will be paid to the Client the next business day following the event. With respect to any Event which continues for more than 5 days, Ticketmaster will pay Net Takings per its normal standard terms and conditions.

#### **4. INSTRUCTIONS**

4.1 The Client acknowledges that it is responsible for all instructions it gives to Ticketmaster. Written instructions must be provided by the Client to Ticketmaster at least 3 working days prior to the date on which tickets for an Event are to go on sale and shall contain the following information:

- (a) the representatives of the Client who are authorised by the Client to make the decision on its behalf concerning the staging of each performance and the ticketing requirements for each performance or the Event;
- (b) particulars of the Event, including the nature of the Event, the name of the Event, the participants, and the wording to be printed on the tickets (note, the space available on the tickets for any wording is currently limited to 6 lines of 26 characters each);
- (c) details of the particular venue or venues at which the Event is to be held;
- (d) the location of the Event within a venue if only part of the venue is to be use;
- (e) the date and times of the Event and all the performances;
- (f) ticket prices inclusive of a Booking Fee and Inside Charge set out in the Proposal;
- (g) the technical requirements of the participants, including the location of any lighting, sound mixers and other structures and the location of the seats in the venue which are not to be sold as a result;
- (h) the number of zero priced tickets for an Event that are required by the Client and their location in the venue;
- (i) whether the Event is subject to any contingency, such as the weather;
- (j) the refund policy for tickets for which are purchased but not used by the patrons; and
- (k) the seating capacity for the each Event, whether seating is general admission or reserved seating and if reserved, the location of each particular type of seat (for example, A Reserve, B Reserve);

4.2 The information provided by the Client to Ticketmaster pursuant to Clause 4.1(a) to (k) shall be accurate and shall not breach any applicable law or authorisation. It shall be a breach of this agreement if any of the information provided by the Client is inaccurate or contravenes in any way in any applicable law or authorisations.

#### **5. CHANGES TO THE EVENT**

The Client may from time to time advise Ticketmaster of changes it desires to be made to the information provided to Ticketmaster in respect of an Event.

Ticketmaster and the Client shall agree to any costs (if any) incurred in changing the information or altering the ticket system to enable the new information to be programmed and the time needed for Ticketmaster to effect such a change. The Client shall forthwith pay to Ticketmaster such costs if the Client requests Ticketmaster to make the changes. Ticketmaster shall make all such changes as are capable of being made, having regard to Ticketmaster's technology.

## **6. TICKETS**

- 6.1 The Client shall honour or cause to be honoured all Tickets sold or issued by Ticketmaster on behalf of the Client in connection with an Event.
- 6.2 The Client acknowledges that Ticketmaster does not guarantee that any minimum or fixed number of tickets will be sold for any Event.
- 6.3 If the Client desires that special conditions will apply for the sale of tickets for the Event or the entry or admission of persons to an Event, the Client will advise Ticketmaster as soon as possible and will agree upon those special conditions with Ticketmaster not less than **[3]** business days prior to the date on which tickets are to be first offered for sale by Ticketmaster. Any additional expenses incurred by Ticketmaster as a result of any special conditions will be paid for by the Client.
- 6.4 The Client shall ensure that all advertisements for the Event shall display the name of Ticketmaster, the current logo of Ticketmaster and the central telephone numbers of Ticketmaster, and, where possible, the address of all relevant Ticketmaster retail outlets where tickets for the Event may be purchased. Ticketmaster must provide up-to-date information and material necessary to allow the Client to carry out its obligations under this clause.
- 6.5 Ticketmaster may advertise or sell advertising to be placed on the reverse side of tickets or ticket wallets where that ticket or ticket wallet is being supplied by Ticketmaster. Any such advertising shall be solely at the discretion of Ticketmaster, but Ticketmaster agrees that it will use its reasonable endeavours to ensure that the advertiser and advertising, shall not directly or indirectly, be in competition with the Client or the Event.

## **7. INTERRUPTED CANCELLED OR POSTPONED EVENTS OR PERFORMANCES**

- 7.1 The Client shall be liable for all refunds and changes payable in respect of all tickets in respect of interrupted, cancelled or postponed Events.
- 7.2 If an Event or performance is interrupted, cancelled or postponed the Client shall notify Ticketmaster immediately when the interruption occurs or the decision to postpone or cancel is made and the Client shall indemnify (on a solicitor and own client basis and whether incurred by or awarded against Ticketmaster) Ticketmaster against all claims, demands, costs and expenses arising from or in connection with the interruption, cancellation or postponements. This indemnity shall continue to operate notwithstanding the termination or expiration of this agreement for any reason. Ticketmaster shall either refund or exchange all tickets in respect of such interruption, cancellation or postponement as required by law or in accordance with the refund policy reached or agreed by Ticketmaster and the Client and the conditions attaching to such tickets.
- 7.3 If an Event is interrupted, cancelled or postponed and all or any of the tickets are refundable, the Client shall pay to Ticketmaster the administrative charge due to Ticketmaster under the Proposal within 7 days of Ticketmaster supplying the Client

with a statement setting out the administrative charge due to be paid to Ticketmaster by the Client. Ticketmaster agrees to provide such statement as soon as practicable after the interrupted, cancelled or postponed Event.

- 7.4 If an Event is interrupted, cancelled or postponed or cancelled, Ticketmaster shall refund as much of Ticketmaster's fees and charges as is necessary to enable Ticketmaster to refund ticket holders entitled to a refund by law or in accordance with the refund policy mutually agreed by Ticketmaster and the Client and the conditions attaching to such tickets.
- 7.5 If applicable, if an Event is cancelled or not performed, the Client shall promptly refund to Ticketmaster any ticket royalties which have been paid by Ticketmaster to the Client in respect of the cancelled or non-performed Event. Ticketmaster shall not be required to pay ticket royalties in respect of Events which are cancelled or not performed and for which ticket royalties have not yet been paid by Ticketmaster at the time of cancellation or non-performance. Ticketmaster may set-off against monies owing to the Client by Ticketmaster any sums due to Ticketmaster pursuant to this clause.

## **8. TICKETMASTER CHARGES**

- 8.1 Ticketmaster may change the Client the following amounts, all as set out on the attached Schedule A:
- (a) a Booking Fee for each ticket sold, excluding tickets which are sold but subsequently refunded as a result of interrupted, cancelled or postponed performances;
  - (b) an Inside Charge;
  - (c) a credit card fee in respect of each ticket sold to a patron who has paid for the ticket using a credit card; and
  - (d) an administrative charge for refunding tickets as a result of interrupted, cancelled or postponed performances being no more than the sum of the total Booking Fee and Inside Charge and credit card fees actually charged in respect of the issue of all tickets refunded for those performances. Ticketmaster shall, on request, advise the Client of such charge as soon as reasonable practicable after Ticketmaster is advised of an interruption, cancelled or postponement of a performance and any increases shall be of such an amount as Ticketmaster and the Client agree from time to time.
- 8.2 Subject to Ticketmaster's obligations under clause 7.4, Ticketmaster may deduct its charges from the takings from Ticket sales at any time after the time of sale.

## **9. OPERATION OF THE BOX OFFICE**

- 9.1 The Client and Ticketmaster agreed that Event Venues Rotorua, on behalf of the Client, may operate a box office at the Convention Centre ("Venue") situated at 1170 Fenton Street, Rotorua using Ticketmaster's equipment in accordance with this agreement.
- 9.2 Event Venues Rotorua must operate the Box Office in a proper and business like manner and will ensure that all staff that operate the Box Office are well presented, courteous and comply in a professional manner with all policies and procedures in

relation to the sale of tickets implemented by Ticketmaster from time to time and/or agreed with the Client.

- 9.3 Ticketmaster will bank all monies received at the Box Office in respect of ticket sales for the Event in accordance with clause 3.

## **10. TERMINATION AND DEFAULT**

- 10.1 Subject to clause 10.2, if the Client breaches this agreement and such breach is not remedied within five business days after having received notice in writing thereof from Ticketmaster, Ticketmaster may terminate this agreement.
- 10.2 If the Client breaches this agreement and such breach is incapable of being remedied, Ticketmaster may terminate this agreement immediately by giving the Client notice in writing.
- 10.3 If the Client suffers an insolvency event, enters into an arrangement with its creditors, ceases trading or does anything with equivalent economic effect to the foregoing then Ticketmaster shall be entitled to terminate this agreement immediately by giving the Client notice in writing.

## **11. REPRESENTATIONS & WARRANTIES**

The client represents and warrants to Ticketmaster that it is capable of granting the rights to Ticketmaster necessary for Ticketmaster to lawfully provide the ticketing services to the Client and in particular that:

- (a) the Client has fully documented and signed arrangements in place for the use of the venue and all other arrangements in connection with the Event;
- (b) the Client has all necessary permits and permissions to conduct the Event;
- (c) Ticketmaster is appointed as sole and exclusive ticketing agent.

## **12. INDEMNITY**

- 12.1 The Client indemnifies and shall keep indemnified Ticketmaster against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Ticketmaster) which Ticketmaster may sustain or incur as a result, whether directly or indirectly of:
- (a) any breach, non-observance, or non-performance of the Agreement by the Client;
  - (b) any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Client or any of the officers or employees of the Client;
  - (c) the performance, non-performance, cancellation, postponement or interruption of an Event; or
  - (d) a breach of the representations and warranties in clause 5.

12.2 The indemnities in this clause shall be continuing indemnities.

### **13. PRIVACY AND CONFIDENTIALITY**

Each party acknowledges:

- (a) its obligations under the Privacy Act and that it will abide by these;
- (b) that it will keep confidential all information of a confidential nature including the volume and pace of sales provided by the other party and use it only for the purpose for which it has been provided; and
- (c) that all databases of Ticketmaster regarding the Event or otherwise (existing or to be established) and their contents are the property of Ticketmaster unless and to the extent otherwise agreed between the parties in writing.

### **14. RELATIONSHIP WITH THE PARTIES**

- 14.1 This agreement, including the Proposal, constitutes the entire agreement of the parties as to its subject matter.
- 14.2 The parties acknowledge that there is no other understanding, agreement, warranties, representation or indemnity, whether expressed or implied or whether given or reached prior to or at the same time as this agreement, in any way relating to these provisions or any of the matters to which this agreement relates, other than any warranty implied by statute the operation of which cannot be excluded.
- 14.3 The parties agree that they are not intending to form any partnership or other relationship other than the appointment of Ticketmaster as independent contractor and service provider to the Client. Neither party may bind the other.

### **15. GOVERNING LAW**

This agreement shall be governed by the laws of New Zealand and the parties hereby submit to the non-exclusive jurisdiction of the New Zealand Courts.

### **16. PERSONAL PROPERTY SECURITIES ACT**

- 16.1 Without limiting anything else in this agreement the Client acknowledges that this agreement creates, in favour of Ticketmaster, a security interest in all of the Ticketmaster property, including without prejudice to the generality of the foregoing any equipment, ticket systems, ticket stock, ticket wallets and all other equipment and materials of Ticketmaster and all proceeds in relation to the same.
- 16.2 The Client undertakes to:
  - (a) promptly do all things, sign any further documents and/or provide any information which Ticketmaster may reasonably require to enable Ticketmaster to perfect and maintain the perfection of its security interests (including by registration of a financing statement);

- (b) give Ticketmaster (addressed to the financial controller or equivalent) not less than 14 days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including, but not limited to, changes in the Client's address, facsimile number, trading name or business practice).
- 16.3 the Client waives its right to receive a verification statement relating to any security interest created by this Agreement.
- 16.4 Ticketmaster and the Client agree that, to the extent permitted to law:
- (a) Ticketmaster and Client each contract out of sections 114(i)(a), 133 and 134 of the Personal Property Securities Act 1999 (PPSA);
  - (b) Ticketmaster and the Client contract out of the Client's rights under section 120(2), 121, 125, 129, 131 and 132 of the PPSA; and
  - (c) where Ticketmaster has rights in addition to Part 9 PPSA, those rights shall continue to apply.

## **17. ADVERTISING AND PROMOTION**

- (a) A Ticketmaster call to action must be included in all advertising for events. Ticketmaster's Call Centre number for General Events 09 970 9700, and URL as [www.ticketmaster.co.nz](http://www.ticketmaster.co.nz)
- (b) Ticketmaster logos must be approved prior to use. Samples can be obtained at <https://client.ticketmaster.com.au/extranet/style.aspx>.



## SCHEDULE A

**Event Name:**

**Event Date:**

**Event venue:**

**Venue Capacity to be allocated:**

**First Public on sale date:**

**Ticket Prices and Categories (inclusive of GST):**

<b>Price Category (incl. GST)</b>	<b>Inside Charge (inc GST)</b>
Tickets up to \$9.99	\$1.25
Tickets \$10.00 to \$24.99	\$2.05
Tickets \$25.00 to \$34.99	\$2.50
Tickets \$35.00 to \$49.99	\$2.85
Tickets \$50.00 +	\$3.20
Zero Value Tickets	\$0.50 print fee

OUTLET FEE	"Outside Charge" = Service Charge - the amount charged to the ticket-buyer, <b>\$2.00 per ticket</b>	
TELEPHONE, MAIL, FAX AND INTERNET BOOKINGS TRANSACTION FEE:	<b>\$8.00 per transaction</b> regardless of the number of tickets purchased.	
CREDIT CARD FEES	Visa/Bankcard/Mastercard	2.00% plus GST
	American Express/Diners	2.60% plus GST
TICKET PRINT FEE FOR ZERO PRICED TICKETS:	\$0.50 cents per ticket. Limited to 10% of total event capacity. A booking fee will apply thereafter.	

Inside ChargeS are included in Ticket's Face Value and charged to the promoter per Ticket.

Additional Charges may apply for events where special conditions of sale are required.

- Ticketmaster strongly encourages the advertisement of event pricing to include both the Booking Fee and Inside Charge. Both fees must be included in all advertisements; if the Inside Charge is not included advertising must include a 'FEES APPLY' acknowledgement.
- The promoter is responsible for all courier charges for the delivery of tickets to a venue/event. Courier charges will be deducted from settlement.

**EXECUTED as an Agreement**

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Signed for and on behalf of Ticketmaster NZ Ltd

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Signed for and on behalf of Client