



## **HIGHLANDERS CLUB MEMBERSHIP TERMS & CONDITIONS**

### **INTRODUCTION**

- A. In these Terms, references to “we”, “us” and/or “our” are references to the “Highlanders”. “Highlanders” has 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 account (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 the Venue where a Match is held.

### **1. DEFINITIONS**

1. **“Finals Match”** means any match designated as a Highlanders home finals match played at the Venue;
2. **“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;
3. **“Match”** means the relevant Home Match or game (as appropriate) and any other match/game as notified to you in your Membership pack;
4. **“Membership Fee”** means the fee payable by a Member to the Highlanders on the terms set of the Agreement;
5. **“Membership”** means the Highlanders Club Membership and any other category of membership of the Highlanders;
6. **“Super Rugby”** means the Super Rugby competition conducted by SANZAAR Pty Ltd ACN069 272 304;
7. **“Terms”** means these terms and conditions; and
8. **“Home Venue”** means Forsyth Barr Stadium, Dunedin.

### **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 buy now pay later service provider, Laybuy (subject to Laybuy [Terms and Conditions](#)).
- 2.2. It is a condition of sale of a Membership that the Membership (or associated tickets to Highlanders matches) 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 at the home venue for the 2022 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. Highlanders 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. Highlanders Club 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 Highlanders Club Memberships exclude access to any Highlanders Home or Away Finals matches however; Members are given preferential access to purchase Home 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](mailto:membership@highlanders.net.nz), via our website [www.thehighlanders.co.nz](http://www.thehighlanders.co.nz) or by writing to PO Box 6070 North Dunedin 9059.
- 2.11. Buy renewing or purchasing your Highlanders Club Membership over the phone, by the internet, or, over the counter you are accepting the Highlanders Club Membership terms and conditions.
- 2.12. Should a competition initiative require the Highlanders to move a home game away from Forsyth Barr Stadium after a Membership has been purchased, the Highlanders reserve the right to do so without consultation however a pro-rated refund (minus Membership hard costs) will be processed to the Membership account holder.
- 2.13. 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 include any Ticketek booking fees but exclude any credit card surcharge (3.5% credit card surcharge applies if paying by credit card) or postage and handling fees.
- 3.4. The Highlanders Buy Now Pay Later service provider is Laybuy. Laybuy offers a platform for payment over six weeks. There are no set up fees, however, a missed payment incurs a fee of \$10.00 and if that missed payment remains unpaid after seven (7) days another \$10.00 fee is incurred. *Please refer to Laybuy Terms & Conditions;*  
<https://www.laybuy.com/nz/consumer-terms>
- 3.5. For Elite members that opted for a credit in 2020, you may use your credit for 2022 Club Memberships. Any unused credits will be forfeited after the conclusion of the 2022 season.
- 3.6. Any balance credited from the cancelled games as part of a 2020 Highlanders Club Elite 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.
- 3.7. A replacement fee of \$15.00 per membership card will be charged for reprinting lost cards.

### 4. BUY NOW PAY LATER SERVICE PROVIDER

- 4.1. The Highlanders Buy Now Pay Later service provider is Laybuy. Laybuy offers a platform for payment over six (6) weeks. The Highlanders reserve the right to cancel or suspend any memberships where payments are not received on two consecutive occasions.
- 4.2. There are no set up fees, however, a missed payment incurs a fee of \$10.00 and if that missed payment remains unpaid after seven (7) days another \$10.00 fee is incurred.
- 4.3. Early payment is possible and no penalty is imposed for making early payment on any instalments.
- 4.4. Please refer to the full Laybuy [Terms and Conditions](https://www.laybuy.com/nz/consumer-terms). These are also available on their website:  
<https://www.laybuy.com/nz/consumer-terms>
- 4.5. It is the Member's responsibility to inform Laybuy of any updates or changes to the Members payment information prior to the next nominated instalment date.
- 4.6. Highlanders reserve the right to cancel a Member's Membership where there are ongoing payment issues, at any time without prior notice.



- 4.7. 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.
- 4.8. The decision to pay the Membership Fee in instalments does not affect the order in which seats are allocated to members.

## 5. ANNUAL RENEWAL PAYMENT PLAN (AUTO-ROLLOVER)

- 5.1 By agreeing to pay your Membership via the Highlanders Annual Renewal Payment Plan, you authorise the Highlanders, or associated third parties, to debit from your nominated Credit Card or Debit Account as set out in your Membership Application. Additional fees (including credit card fees) may apply.
- 5.2 The Annual Renewal Payment Plan enables you to automatically renew your Membership from year to year. The Highlanders Annual Renewal Payment Plan is open to all Members who elect to pay for their season Membership online or by credit or debit card.
- 5.3 If you pay your Membership fees by credit or debit card online, unless you elect to opt out of the Annual Renewal Payment Plan in accordance with directions issued by the Highlanders from time to time, you authorise the Highlanders to automatically renew your Membership each season into the same seat and package and to deduct the applicable Membership fees from the credit or debit card used to purchase your previous Membership.
- 5.4 You acknowledge that Membership fees may increase from season to season. The Highlanders will provide reasonable prior notice of any changes to Membership fees.
- 5.5 Participation in the Annual Renewal Payment Plan is only available if the same category of Membership is available for the Member to renew for the following season. If a category of Membership is removed by the Highlanders, the Member will be required to purchase a new Membership category and will be notified via email that they have the option to purchase a new category of Membership.
- 5.6 If you participate in the Annual Renewal Payment Plan, the Highlanders will contact you before processing your renewal. That contact will be by either e-mail or phone in the **two weeks** following the **launch date** of the Highlanders Renewal programme. You will have **four weeks** following the **launch date** to advise the Highlanders of any changes or upgrades you wish to make to your Membership package, or to notify the Highlanders (by opting out under clause 5.9) if you do not wish to roll over your Membership into the next season.
- 5.7 By joining the Annual Renewal Payment Plan, you authorise the Highlanders to arrange a transfer of funds from your nominated credit or debit card in the amount applicable to your Membership type and at the intervals which applied in relation to the preceding season.
- 5.8 If you wish to change your nominated credit or debit card from which payments are deducted at any time, or e-mail address, you will need to log into your Member account and change these details online by visiting Online at the Memberlink URL provided by the Highlanders and clicking on the Members tab to log in, or contact the Membership Team by calling (03) 479 9280 or by emailing [membership@highlanders.net.nz](mailto:membership@highlanders.net.nz).

- 5.9 You can also opt-out of the Auto-renewal 'Annual Renewal Payment Plan' at any time before the end of the relevant Next Season Renewal Period by visiting the Members tab online at the Memberlink URL provided by the Highlanders and logging into your Membership account and changing your preference in the 'Manage Renewals Tab'.
- 5.10 The Highlanders or associated third parties will debit your account within ten business days following the end of the relevant Next Season Renewal Period nominated payment date. If that debit is dishonoured by your financial institution any associated dishonour fees incurred by the Highlanders, or associated third parties, will be passed on to the Member.
- 5.11 You must ensure that the account details you have provided are correct and you notify the Highlanders immediately should any of the details change prior to the expiration of the Next Season Renewal Period. You must ensure that you have sufficient clear funds on your nominated credit/debit card on the scheduled instalment date.
- 5.12 Before the Annual Renewal Payment Plan begins, Members must provide the Highlanders with their full address details, an email address and mobile or home number. You must ensure all contact details are up-to-date and notify the Highlanders of any changes.
- 5.13 If your debit is returned or dishonoured by your financial institution, the Highlanders will contact you to request immediate payment. Any fees levied to you by your financial institution will be payable by you.
- 5.14 If your Membership is suspended or cancelled due to non-payment of dues, your Membership barcode will be blocked and you will not be able to gain access to any Match, or receive any Membership benefits.
- 5.15 Members with outstanding debt will be unable to renew their Membership until all outstanding money owed is paid in full.
- 5.16 The Highlanders accepts no liability for any matter arising from your use of the Annual Renewal Payment Plan.
- 5.17 If you believe that a withdrawal has been initiated incorrectly, please contact the Membership Team on (03) 479 9280.
- 5.18 Members who participate in the Annual Renewal Payment Plan and pay their Membership via a Monthly Payment Plan will automatically renew into a Monthly Payment Plan for the following season. Should a Member wish to change their payment preference, they will need to opt-out of the Annual Renewal Payment Plan and manually purchase their Membership for the relevant season.

## **6 REFUNDS, TERMINATIONS, TRANSFERS AND RENEWALS**

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.

- 6.5 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](mailto: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.
- 6.6 If an industry or governmental regulations comes into effect and means you are unable to attend games and would like to apply for a refund, please submit your application in writing to [membership@highlanders.net.nz](mailto:membership@highlanders.net.nz). Your request will be considered on a case-by-case basis.
- 6.7 A pro-rata refund will be issued if we are unable to provide the number of home games that were advertised when purchasing the membership. The per game value is calculated as the paid value of the membership (excluding any credit card/payment fees) divided by the advertised number of games at the time the membership was purchased. In the case of elite (2 year memberships) the total number of games will be calculated by dividing the paid value (excluding any credit card / payment fees) of the membership in 2 before dividing the value by the number of games to give the per game rate for year 1. The per game rate will be refunded, less any portion of cost associated with gifts with purchase memberships (value calculated as per above). The refund process depends on the method of purchase:
- 6.7.1 *Purchasing online via Ticketek*: HRCLP will be responsible for these refunds directly, we will be in touch with each member via email to confirm the process to obtain a refund.
- 6.7.2 *Purchasing online using Laybuy*: your refund will be processed via laybuy into the same method in which you paid for the membership.

In all cases HRCLP will make contact via email with members if they are eligible for a refund.

- 6.8 Gift with purchase memberships: If a refund is approved the cost +10% of any such gift or expended costs associated with the membership will be deducted from any such refund (including but not limited to; merchandise gifts, card printing, lanyards).

## 7. **PRIVACY**

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, Laybuy account. The full Highlanders Privacy Policy is available on the [website](https://thehighlanders.co.nz/privacy-policy) (<https://thehighlanders.co.nz/privacy-policy>).