

## CRUSADERS LIMITED PARTNERSHIP - MEMBERSHIP TERMS AND CONDITIONS

### INTRODUCTION

In these Terms and Conditions, references to “we”, “us” and/or “our” are references to Crusaders Limited Partnership (“Crusaders”).

The word “you” refers to you individually.

The completed Membership Application (“Membership Application”), and these Terms and Conditions together form a legally binding contract (“Agreement”) between the person named on the Membership Application (“Member”) and the Crusaders.

All data collected by the Crusaders will be stored and managed in line with our Privacy Policy: <https://www.crusaders.co.nz/privacy-policy/>

The Member acknowledges and agrees that their Membership with the Crusaders is subject to the terms of the Agreement and entitles the Member to the rights and benefits described in these Terms and Conditions only.

If a Member does not agree to the terms of the Agreement, they must not submit a completed Membership Application to the Crusaders.

In addition to the terms of the Agreement, each Member must comply with any rules and regulations imposed by the venue on Members from time to time.

### 1. DEFINITION

In these Terms and Conditions:

“Annual Renewal Payment Plan” means the membership payment plan that rolls over automatically each season.

“Competition” means the Super Rugby Pacific Competition conducted by New Zealand Rugby (NZR) or SANZAR or the relevant administrative body.

“Membership Application” means the Member’s submission to purchase a Membership Offer.

“Membership Offer” means the Crusaders membership packages available to view on the membership tab at [membership.crusaders.co.nz](http://membership.crusaders.co.nz)

“Pre-season Match” means any match that precedes the Round Robin.

“Round Robin” means all matches in the regular season competition excluding Pre-season Matches, and Finals Matches.

“Home Match” means any of the matches designated as a Crusaders home match during the Round Robin competition and excludes any Finals Matches.

“Finals Match” means any match designated as a Crusaders home finals match played at the venue.

“Matches” means Home Matches and Finals Matches.

“Membership Fee” means the fee payable by a Member to the Crusaders on the terms set out in the Agreement.

“Non-seated Member” mean any membership category that does not include seats at Matches.

“Opt-out Date” is the final date which Members can determine whether they wish to opt out of the Annual Renewal Payment Plan.

“Opt-out Period” is the time period notified to Members in which they can opt out of the Annual Renewal Payment Plan.

“Renewal Date” is the date at which memberships are put of sale and can be renewed by existing members.

“Renewal Cut-off Date” means the date we notify Members of memberships to be purchased for the next season before their held seats will be released for public sale.

“Seated Member” means any membership category that includes seats at Matches.

“Venue” means Orangetheory Stadium, or any other stadium where a Crusaders Home Match is played.

## **2. MEMBERSHIP APPLICATION AND PURCHASE**

### **2.1 Membership Applications**

Membership Applications may be submitted through any of the following means:

- a. Online at the Memberlink URL provided by the Crusaders
- b. Calling the Crusaders on (03) 421 7192
- c. Stipulated Crusaders events with Membership staff present.

### **2.2 Confirmation and Acceptance**

Once you submit your Membership Application and pay your Membership Fee, the Crusaders will consider your Membership Application. If your Membership Application is accepted the Crusaders will send you an email confirming your Membership details. Members are required to provide a valid email address in their Membership Application in order to receive confirmation (or otherwise) of the acceptance of their Membership Application and other notices or communications we send you.

### **2.3 Membership Categories**

Where applicable, the Crusaders will determine the annual Membership categories.

### **2.4 Membership Card or Paper Tickets or EzyTickets (electronic tickets)**

A Crusaders annual Membership card shall be issued to the Members based on the membership category chosen at the time of application. Paper tickets or EzyTickets (electronic tickets) will only be provided on request.

The Crusaders will determine which Membership categories receive a Membership card. This card or paper tickets or EzyTickets provide access to venues for round robin Home Matches for seated members. The card will also provide additional benefits to seated and non-seated members as determined by the Crusaders.

The Crusaders will determine which Membership categories receive a Members pack or value-adds and this will be made clear to you at the time of purchasing the Membership category.

The Crusaders will determine which Membership categories will receive Finals Matches as part of the Membership.

The Crusaders may introduce a digital membership pass in the future to replace a printed Membership card.

### **2.5 Refund**

Once a completed Membership Application is submitted to the Crusaders the application is considered final and refunds and exchanges are only permitted as expressed in the “Refund Policy” of these Terms and Conditions (clause 15.2).

### **2.6 Incomplete forms**

The Crusaders shall not process a Membership Application that is incomplete and shall not provide a refund if a Membership Application is incomplete.

### **2.7 Right to refuse**

The Crusaders reserves the right to refuse Membership to any person at its absolute discretion.

## **3. MEMBERSHIP FEES**

### **3.1 Annual Renewal Of Membership**

Where applicable, the Crusaders will set the annual Membership fee each year and give members notice of the change before or at the start of the Next Season Renewal Period.

### **3.2 Season**

Membership shall only apply for the relevant season for which Membership fees have been paid.

### **3.3 Payment**

When you subscribe to become a Crusaders Member, unless otherwise agreed, all Memberships are to be paid in full or by instalments through Laybuy. Terms and Conditions apply to paying through Laybuy. Please refer to clause 14 of this agreement.

### **3.4 Full Payment Fees and charges**

**3.4.1** All Membership prices are GST inclusive.

**3.4.2** All fees are deducted by a third-party ticketing agency, Ticketek ("The Agency"). The agency sets all additional fees and charges and are visible at time of purchase. These fees and charges can be amended by the agency or Crusaders at any time without notice.

**3.4.3** For the avoidance of doubt, all monies outstanding for any activities conducted by the Crusaders from time to time, in respect of which the Member participates (or has agreed to participate, whether as part of their Membership or otherwise) may be automatically deducted from the account/credit card details supplied on their Membership Application by each Member to the Crusaders, if not paid and without further notice required to the Member.

### **3.5 Payment failure**

If any amount payable by a Member to the Crusaders (whether in respect of their Membership or otherwise) is not paid on the due date, access to all Crusaders functions, Home Matches and other events will be blocked at the discretion of the Crusaders.

## **4. FURTHER CONDITIONS**

### **4.1 Annual Membership - Conditions of holding a Crusaders Membership are as follows:**

**4.2** Crusaders reserve the right to change all or any of the Membership details enclosed in the Crusaders Membership offer from time to time, prior to payment of your Membership Fee. If any item included in a Membership cannot be provided at any time by the Crusaders, then the Crusaders reserves the right to substitute an item of equal value into the Membership without prior notice and/or liability to the Member.

**4.3.** The number of Matches played at the Crusaders home ground is governed by Super Rugby Pacific, New Zealand Rugby or SANZAR.

**4.4.** The Crusaders reserve the right to offer additional Membership categories, on such Terms and Conditions as it sees fit. The Crusaders have the ability to introduce new promotions and offers to Members. Any Member who has purchased prior to these offers will not be able to request a refund.

**4.5.** A Crusaders Membership expires if you have not renewed your membership by the Renewal Date, unless cancelled or surrendered earlier under these Terms and Conditions. The Crusaders reserve the right to cancel a Membership without refund if the Member breaches the Agreement or any rules and regulations imposed by the venues on Members.

**4.6.** Pursuant to clause 12 of these Terms and Conditions, a Membership is not inclusive of Finals Matches, unless it is stipulated as part of the benefits listed for that Membership.

**4.7.** Tickets to Crusaders Matches may not, without the prior written consent of the Crusaders, be resold at a premium nor used for advertising, promotion or other commercial purposes (including competitor 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, then the ticket may be cancelled and the bearer of the ticket may be denied admission.

**4.8.** The Crusaders reserve the right to offer discounted Memberships and/or single Match tickets at any given time.

**4.9.** The Crusaders reserve the right to alter Member seating at its home matches in line with any Government or venue capacity or social distancing guidelines.

## **5. MEMBERSHIP CATEGORIES**

### **5.1 Junior/Child**

Junior Seated Members must be 16 years or under (or still at Secondary School) at the time of purchase. Members must provide proof of age when requested. Crusaders does not provide, nor is it responsible for, supervision of Junior Members.

### **5.2 Removal of Membership Categories**

Each season Crusaders performs a Membership review and some categories may be removed for the upcoming season, or categories may be added which affect individual seats. Renewing members will be informed of any categories which are no longer available, or any effects to their membership seat and will be provided with an opportunity to purchase a new Membership category or to change their seats.

## **6. MEMBERSHIP CARDS**

### **6.1 Issue of Membership Cards**

Membership cards (either printed or digital) shall be provided to Members as stipulated in Section 2.4. A Membership card is issued for identification and seat allocation purposes.

### **6.2 Use of Membership cards**

Membership cards (either printed or digital) contain Member details, seating allocation and entry barcode. Membership cards are to be used as tickets for the Crusaders Home Matches. On entry to the venue, Membership cards will be scanned and must be presented upon request.

### **6.3 Property of Crusaders**

The Membership cards remain the property of Crusaders. Membership cards may not be sold, exploited for commercial use, or used for promotional purposes or campaigns without the permission of Crusaders.

### **6.4 Lost or stolen Membership cards (if supplied with a printed Member card)**

**6.4.1** A Member must immediately report a lost or stolen card to the Crusaders.

**6.4.2** Lost or stolen Membership cards will be cancelled upon notifying the Crusaders.

**6.4.3** A new Membership card will be issued to the Member upon payment of the replacement fee of \$15.00 and payable to the Crusaders at the time of the request.

**6.4.4** A new Membership card will be issued prior to the next home match where possible, alternatively digital tickets or printed tickets will be issued and are to be collected from the ticket office at the venue.

### **6.5 Misuse of Membership cards**

The misuse of a Membership card(s), shall result in the Members' rights being suspended and/or the Membership may be cancelled at the discretion of the Crusaders.

### **6.6 Faulty Membership cards**

Should a Member advise the Crusaders of a faulty Membership Card; Crusaders shall issue a replacement Membership card free of charge.

### **6.7 Invitee use/temporary transfer of Membership**

**6.7.1** Where a Member is unable to attend a home match, the Member may transfer their Membership card to another person ("Invitee") provided that the Membership being transferred is at an equivalent level to the Invitee. To avoid doubt, junior holders who transfer their Membership(s) to an adult will be refused entry and their ticket confiscated at the gate.

**6.7.2** The Member acknowledges that their Membership may be cancelled or terminated due to a breach of this Agreement or misconduct by the Invitee.

## **7. VENUE**

### **7.1 Match Venue**

All dates, times, participating teams and venues of matches will be specified on the official Crusaders website, [www.crusaders.co.nz](http://www.crusaders.co.nz) and may change from time to time. If any changes occur, the Crusaders will notify all Members as soon as is practical.

### **7.2 Right to impose additional rules**

The organisation in control of a venue used for a Crusaders Match, or national or local Government, has the right to impose on Members additional rules and regulations and other operational decisions as may be directed by those organisations from time to time at its discretion (and such rules and regulations may differ between Membership categories of the Crusaders.)

### **7.3 Compliance**

Members must comply with the rules and regulations imposed by the organisation in control of the venues, where home matches are played. If any of these Terms and Conditions or rules and regulations are breached, the Crusaders and the venue reserves the right to refuse entry or to remove Members from the venues. Please refer to the website of the host venue to view

their entry Terms and Conditions. The Orangetheory Stadium entry conditions can be viewed here: <https://www.venuesotautahi.co.nz/hire/orangetheory-stadium>

#### **7.4 No liability**

The Crusaders shall not be liable to Members for any matters arising as a result of the implementation of any such rules and regulations and Members must not do anything to cause the Crusaders to breach any obligations of the Crusaders to any venue or the competition.

### **8. USE OF MEMBER INFORMATION AND CHANGES TO MEMBER INFORMATION**

#### **8.1 Member Communications**

Members who are entitled to receive communication from Crusaders throughout the duration of their Membership(s) is/are required to provide a valid email address in their Membership Application. All communication made by the Crusaders to a Member will be carried out in accordance with the Crusaders Privacy Policy: <https://www.crusaders.co.nz/privacy-policy/>

#### **8.2 Change of information**

Members must notify the Crusaders, in writing (by email) as soon as possible, of any change in circumstance including but not limited to; Member contact details; or other details that could affect the Membership held with the Crusaders. Members can update their contact information online by clicking on the Members tab online at the Memberlink URL provided by the Crusaders and logging in to their account on their Member portal, or by calling (03) 421 7192, or emailing [memberships@crusaders.co.nz](mailto:memberships@crusaders.co.nz)

### **9. NO ADDITIONAL RIGHTS**

#### **9.1 Entitlements**

A Crusaders Membership does not entitle the Member to any other rights except as expressly set out in the Agreement and the Crusaders Membership offer.

#### **9.3 Surrender**

A Member may surrender Membership at any time by notice in writing to Crusaders (although any surrender of Membership does not entitle a Member to a refund of either some, or all, of their Membership fee).

### **10. SEATING**

#### **10.1 Renewing Member Seating Allocation (Current Season)**

Members must renew their Membership with the corresponding Membership type before (or on the last day of the date notified to Members via the Renewal Date) to retain the same seating. Members who do not renew on or before this date will be allocated a Member's seat on a "best available seat basis" at the time of purchase. Changes to Membership seating and categories may apply each season. Should a Member's seat be impacted by changes upon renewal, the Member will be renewed into the next best seat(s) available.

#### **10.2 Membership seating**

The Crusaders shall allocate a Member's seat on a "best available seat" basis available at the time of the Member's request.

#### **10.3 Reserved seating requests**

If a Member would like to request a particular location for their reserved seat(s), or a Member would like to request a change to their existing seat(s), they are required to note their request in the Seating Preference section of their application/renewal or as directed by the Crusaders. The Crusaders will allocate new seating and change requests in date order of receipt after expiry of the closing date notified to Members as part of the Renewal Date, if not possible before that.

#### **10.4 Seating request unavailability**

Membership Applications are not subject to confirmation of seating requests. The Crusaders shall make all efforts to accommodate seating requests made at the time of receipt of the Membership Application, however in the event a seating request is unable to be allocated to the Member then the Crusaders shall not provide a refund.

#### **10.5 Group seating requests**

##### **10.5.1**

For group seating, Membership Applications should be purchased in one transaction at the time of booking, to ensure the group seating allocation is together.

When booking seats, Members may request that a group of fellow Members be seated together. Names of fellow, or new Members, must be identified at the time of booking.

If Membership Applications are not submitted together, the Crusaders cannot guarantee Members will be seated together in accordance with any requests.

#### **10.6 Restricted Viewing**

Whilst the Crusaders have taken due care to notify Members of areas of restricted viewing, some seats may be slightly restricted by match day signage or other operational requirements as directed by the venue or the Competition.

#### **10.7 Seating at alternative venues**

In the event that a Home Match is played at an alternative venue, due to the different seating configuration available, the same seat allocations will not be available.

### **11. FINALS MATCHES**

#### **11.1 Ticketing**

**11.1.1** In the event the Crusaders qualify for the competition Home Finals Series, Crusaders Members will be granted priority access to purchase ticket(s) to Home Finals Matches prior to tickets going on sale to the general public. Members shall be advised when tickets will be available for purchase.

**11.1.2** Crusaders are responsible for the management of Home Finals ticketing and guarantee that a Member will be offered to purchase their same reserved Home Match seat(s).

**11.1.3** Final ticket access must be purchased during the designated booking period and process as determined by the Crusaders.

### **12. MEMBER MERCHANDISE**

Any Member Merchandise items available, as stipulated for inclusion in certain Membership packages are subject to change, and the Crusaders will advise Members on confirmed pack inclusions prior to the upcoming season.

The Crusaders will advise Members of how to redeem the merchandise portion of their Membership prior to the season commencing. Such items will be made available to collect from the Crusaders home matches or posted to Members at no additional cost.

The Membership card (if relevant) will be posted to Members, with additional items available for collection or posted at no additional cost to the Member.

If any item of merchandise included in a Membership package cannot be provided at any time by the Crusaders, (eg: due to the item being sold out or out of stock), then the Crusaders reserves the right to substitute an item of equal value without prior notice.

### **13. MEMBERSHIP PAYMENT**

#### **13.1 Annual Renewal Payment Plan (Auto-Rollover)**

By agreeing to pay your Membership via the Crusaders Annual Renewal Payment Plan, you authorise the Crusaders, 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.

**13.1.1** The Annual Renewal Payment Plan enables you to automatically renew your Membership from year to year. The Crusaders Annual Renewal Payment Plan is open to all Members who elect to pay for their season Membership online or by credit or debit card.

**13.1.2** 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 Crusaders from time to time, you authorise the Crusaders 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.

**13.1.3** You acknowledge that Membership fees may increase from season to season. The Crusaders will provide reasonable prior notice of any changes to Membership fees.

**13.1.4** 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 Crusaders, 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.

**13.1.4** If you participate in the Annual Renewal Payment Plan, the Crusaders will contact you before processing your renewal. That contact will be by either e-mail or phone **two weeks** before the Renewal Date (the date which membership go sale to renewing members). You will have until the end of the Renewal Date to advise the Crusaders of any changes or upgrades you wish to make to your Membership package, or to notify the Crusaders (by opting out under clause 13.1.7) if you do not wish to roll over your Membership into the next season. The Crusaders will only renew your Membership if they receive confirmation that you wish your membership to be renewed.

**13.1.5** By joining the Annual Renewal Payment Plan, you authorise the Crusaders 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.

**13.1.6** 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 Crusaders and clicking on the Members tab to log in, or contact the Membership Team by calling (03) 421 7192 or emailing [memberships@crusaders.co.nz](mailto:memberships@crusaders.co.nz)

**13.1.7** 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 Crusaders and logging into your Membership account and changing your preference in the 'Manage Renewals Tab'.

**13.1.8** The Crusaders or associated third parties will debit your account on the nominated payment date. If that debit is dishonoured by your financial institution any associated dishonour fees incurred by the Crusaders, or associated third parties, will be passed on to the Member.

**13.1.9** You must ensure that the account details you have provided are correct and you notify the Crusaders 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.

**13.1.11** Before the Annual Renewal Payment Plan begins, Members must provide the Crusaders 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 Crusaders of any changes.

**13.1.13** If your debit is returned or dishonoured by your financial institution, the Crusaders will contact you to request immediate payment. Any fees levied to you by your financial institution will be payable by you.

**13.1.14** 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.

**13.1.15** Members with outstanding debt will be unable to renew their Membership until all outstanding money owed is paid in full.

**13.1.16** The Crusaders accepts no liability for any matter arising from your use of the Annual Renewal Payment Plan.

**13.1.17** If you believe that a withdrawal has been initiated incorrectly, please contact the Membership Team on (03) 421 7192.

**13.1.18** 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.

#### **14.1 BUY NOW PAY LATER SERVICE PROVIDER**

**14.1.1** The Crusaders Buy Now Pay Later service provider is Laybuy. Laybuy offers a platform for equal payments over six (6) weeks. The Crusaders reserve the right to cancel or suspend any memberships where payments are not received on two consecutive occasions.

**14.1.2** 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.

**14.1.3** Your first payment falls due at the time of purchase. The remaining 5 instalments fall due each week following the date of purchase.

**14.1.4** Early payment is possible and no penalty is imposed for making early payment on any instalments.

**14.1.5** Please refer to the full Laybuy Terms and Conditions. These are also available on their website:

<https://www.laybuy.com/nz/consumer-terms>

**14.1.6** 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.

**14.1.7** Crusaders 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.

**14.1.8** Crusaders reserve the right to cancel a Member's Membership where there are ongoing payment issues, at any time without prior notice

**14.1.9** 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.

**14.1.10** The decision to pay the Membership Fee in instalments does not affect the order in which seats are allocated to members

**15.1 Cancellations** The Crusaders is not liable to Members for any loss or damage Members suffer as a result of the Competition or any match being cancelled, postponed or changed and the Member acknowledges that any such change or postponement will be at the sole direction of the competition organisers or the venue.

**15.2 Credits and Partial Refunds** Should the Crusaders not be able to deliver its commitment of home matches, Members will be provided with the option of a credit, or refund. This credit or refund applied would exclude an administration and pack fee for the value of any benefits delivered to you already (such as servicing your Membership pack items and card).

## **16. BEHAVIOURAL STANDARDS – CODE OF CONDUCT POLICY**

All Members must at all times comply with the venue conditions of entry and any additional Venue Terms and Conditions. The Crusaders reserves the right to refuse entry to any person (including Members) for any breach of the applicable Conditions of Entry. Members who breach these conditions may face Membership penalties, including cancellation without refund. The Crusaders reserves all its rights to remove any person, including Members or Member guests, from the venue on Match Day for any breach of the Venue Conditions of Entry.

## **17. TERMINATION**

**17.1 Breach** Membership may be terminated by Crusaders for failure to comply with the terms of this Agreement. A Membership may also be cancelled due to the misconduct of a Member or their invitee in accordance with clause 18 below.

## **18. LIABILITY AND INDEMNITY**

**18.1 Responsibility for damage** A Member is responsible for any damage which the Member, their guests or any Invitee may cause at any match, function or event of the Crusaders if such damage is caused by the Member's (or their guest or invitee's) wilful act or negligence.

### **18.2 Limitation of liability**

The maximum aggregate liability of the Crusaders for all proven losses, damages and claims arising out of this Agreement including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to an aggregate of all claims of the total amount payable under a Member's annual Membership where the Crusaders liability cannot be excluded under any law, the Crusaders liability will be limited to (at its discretion), either re-supplying the Membership to you or paying you the cost of re-supplying the Membership to you.

Notwithstanding any other clause, Crusaders is not liable to you or to any other person for any losses or damages of any kind caused by, or resulting from, any wrongful, wilful or negligent act or omission by any person or any direct or indirect lost profit or revenue, exemplary damages, deletion or corruption of electronically or digitally stored information, or without limiting the foregoing, any indirect or consequential loss or damage howsoever described or claimed.



Each Member unconditionally releases the Crusaders (and its employees, officers and agents) from any loss or claim which a Member might otherwise have against Crusaders or its employees, officers or agents for any:

- a. injury or loss suffered by any person, regardless of the cause;
- b. damage or theft to or loss of the Member's property, regardless of the cause; or
- c. damage or theft to, or loss of, any property, regardless of the cause for any reason relating to use of a Membership or attendance at any match, event or function run by Crusaders.

### **18.3 Indemnity**

You agree to indemnify Crusaders and its employees, officers and agents in respect of all losses, claims and damages that may be brought against the Crusaders or its employees, officers or agents as a direct or indirect result of use of the Member's Membership or attendance at any match event or function.

## **19 WARRANTIES**

**19.1** The Crusaders makes no representations or warranties of any kind, express or implied as to the operation of their Memberships. Each Member expressly agrees that their use of the Crusaders Membership is entirely at their own risk. However, nothing in this Agreement excludes, restricts or modifies any condition, warranty, right or remedy conferred on a party by the New Zealand Consumer Law or any other applicable law that cannot be excluded, restricted or modified by this Agreement.

**19.2** To the fullest extent permitted by law, the Crusaders disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose or warranties concerning accuracy, currency or completeness. The Crusaders will not be liable for any damages of any kind arising from the use of a Member's Membership or attendance at any match, event or functions run by the Crusaders.

## **20. PRIVACY NOTIFICATION**

The Crusaders respects the privacy of the individuals on whom Crusaders collects, uses, discloses and holds personal information.

The Crusaders comply with their Privacy Policy in accordance with the New Zealand Privacy principles set out in the *Privacy Act 2020*. This Crusaders Privacy Policy is available to view at <https://www.crusaders.co.nz/privacy-policy/>

The Crusaders uses the personal information it collects on the Membership Application for the limited purpose of processing and administering your Membership and providing you with information, materials and promotions relating to the Crusaders.

If you have any concerns regarding the collection or use of your personal information, please contact the Crusaders Privacy Officer by emailing: [privacyofficer@crusaders.co.nz](mailto:privacyofficer@crusaders.co.nz)

## **21. GENERAL**

**21.1** Unless otherwise specified in these Terms and Conditions, Crusaders Membership does not provide access to additional events or activities for Crusaders unless stipulated in the membership benefits summary.

**21.2** If there is any inconsistency between information in the Crusaders Membership offer or the Membership Application and these Terms and Conditions, then these Terms and Conditions will prevail to the extent of that inconsistency.

**21.3** Failure by the Crusaders to enforce any of its rights under this Agreement at any time for any period will not be construed as a waiver of those rights.

**21.4** Where a provision in the Agreement is deemed to be invalid or unenforceable by a Court of Law in New Zealand, the provision will be deleted from the Agreement but such deletion will not affect the validity and enforceability of the remaining provisions in the Agreement.

**21.5** The Crusaders may send notices and correspondence to your last e-mail address or postal address known to us unless you have notified us of a change of the relevant address before we send the notice or correspondence.

**21.6** We may change any provision of this Agreement if we give you at least 28 days' notice of the change and opportunity to terminate your membership before the change takes effect. Other than as provided elsewhere in this Agreement, we won't make a change to this Agreement that takes effect during the current season unless it relates to a matter over which we have little or no control.

## **22. COVID-19 SPECIFIC TERMS AND CONDITIONS**

**22.1** If you are attending the event as part of a group, as the primary account holder, you are responsible for knowing the contact details of all attendees in your group. In the event you are contacted directly by the Government, including the Department of Health for the purposes of contact tracing, you must: (a) make the contact details of your group available to the Government (if you have the consent of each group member to do so); or (b) contact each member of your group, and request that they provide their contact details to the Government directly.

**22.2** All attendees in your group, including yourself, must commit to stopping the spread of COVID-19. If at the time of the event, either you, or any other members of your group are feeling unwell or are subject to a self-quarantine or self-isolation period, you agree not to attend the event.

### **23. GOVERNING LAW**

The Agreement is governed by the law in force in New Zealand.