1. <u>Introduction</u>

- 1.1 THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION AGREEMENT, WHICH REQUIRES THAT FOR US RESIDENTS ALL DISPUTES BE RESOLVED SOLELY BY BINDING ARBITRATION, AND US RESIDENT DELEGATES AGREE TO ONLY PURSUE CLAIMS AGAINST NZRCLP AND/OR SEEK RELIEF ON AN INDIVIDUAL BASIS, AND US RESIDENT DELEGATES WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT, OR AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.
- 1.2 These Terms and Conditions ("Terms") govern the sale, purchase, use, and administration of tickets purchased for the All Blacks Conference held at Northern Trust Office, 50 South La Salle Street, Chicago, USA on Friday 31 October 2025 in Chicago, United States of America ("Conference"). By purchasing or using a Conference ticket, you (also referred to as "delegate") agree to be legally bound by these Terms, as well as any applicable venue rules and other third-party conditions.
- 1.3 Should you decide to add a ticket to the All Blacks v Ireland rugby match held at Soldier Field, Chicago, United Sates of America, on 1 November 2025 ("Match") to your Conference ticket purchase, the Match ticket will also be bound by these Terms. Your Match ticket will be allocated a seat within Section 133 of the Match venue.
- 1.4 Conference tickets are issued, provided and sold by or on behalf of NEW ZEALAND RUGBY COMMERCIAL LP (partnership number 50098489, a limited partnership registered in New Zealand, acting through its General Partner, NEW ZEALAND RUGBY COMMERCIAL GP LIMITED, 100 Molesworth Street, Thorndon, Wellington, 6011, New Zealand ("NZRCLP")
- 1.5 As these Terms create a legally binding relationship with NZRCLP, any questions regarding these Terms should be submitted to NZRCLP before purchasing a ticket and prior to use of a ticket.

 Please direct your queries to enquiries@allblacksconferences.com

2. Purchase and payment

- 2.1 NZRCLP may place a limit on the number of tickets that may be purchased for the Conference and/or Match whether in a single transaction or a series of transactions and reserves the right to cancel without refund or compensation of any kind tickets purchased in excess of the stated limit.
- 2.2 All ticket prices are stated in U.S Dollars, however payment will be transacted in New Zealand Dollars (NZD) and collected on behalf of NZRCLP by Sports Travel and Hospitality New Zealand Limited (3880562), a company registered at Level 4, Tower 2, 205 Queen Street, Auckland, 1010, New Zealand ("STH").
- 2.3 For the avoidance of doubt, all prices and any other charges quoted by NZRCLP are inclusive of taxes but exclusive of any other duties and charges imposed or levied in connection with the supply of ticket(s) (including, but not limited to, any postage and/or packaging) which shall be additionally payable by you.
- 2.4 All sums payable to STH are to be paid in New Zealand Dollars (NZD) along with any applicable duties, charges or levies specified during the order process. Any costs or charges (including exchange rate costs and payment card charges) associated with payments via another currency shall be borne by and shall be your sole responsibilities.
- 2.5 If the ticket fee is not received by STH in full by the due date, NZRCLP is entitled to cancel the ticket with immediate effect and the individual shall no longer have any entitlement or right of any kind to the relevant ticket.

- 2.6 Without prejudice to any other rights under these Terms, NZRCLP shall be entitled in the case of overdue payments to charge you interest on such overdue payments at the daily rate of two per cent (2%) above the Reserve Bank of New Zealand base rate from time to time from the due date until the date of payment.
- 2.7 You acknowledge that not all payment cards will be accepted by NZRCLP and/or STH. Several different methods of payment will be accepted, including American Express, Visa, Master Card, direct deposit (should you require an invoice), or such other payment methods offered by NZRCLP and/or STH as notified in writing from time to time.
- 2.8 On receipt of payment, a confirmation will be sent to you directly to the email provided. Upon dispatch of confirmation to you, a contract will form between you and NZRCLP. Should you have selected to purchase a Match ticket(s), you will receive your Match ticket(s) in advance of the Match day. For the avoidance of any doubt, no order or purchase of a ticket shall be complete, successful and/or confirmed until you have received a formal confirmation email confirming the purchase of the relevant ticket. If, for any reason, the order is not completed, or a confirmation email is not received, you will have no entitlement or claim to that ticket.
- 2.9 Once you have completed a purchase for a ticket, no further changes can be made to the order.
- 2.10 If, due to human error or technical malfunction on the part of STH, NZRCLP, or the Conference website, an incorrect ticket fee and/or details are displayed and such tickets are purchased by you on the basis of such incorrect amount or details or if you have purchased a type of ticket which is not intended to be purchased by or available to you, STH and/or NZRCLP reserves the right to cancel the relevant tickets(s) and process a refund to you for the amount of the ticket fee charged only. You may, at NZRCLP's sole discretion, be provided with an opportunity to purchase ticket in accordance with the correct ticket fees and/or details.
- 2.11 If, due to human error or technical malfunction or failure on the part of an individual or yourself results in the purchase of tickets in error, such tickets shall be non-refundable and STH and/or NZRCLP shall have no obligation to refund, reimburse, cancel or replace the relevant purchase of the Conference and/or Match ticket.
- 2.12 You agree to pay and to hold STH and/or NZRCLP harmless from and against any:
 - (a) taxes, duties, levies, deductions or withholdings ("Withholdings"); and/or
 - (b) bank and other charges incurred by STH and/or NZRCLP as a result of any monetary transfer, currency conversion or otherwise ("Bank Charges"),
 - (c) any charges or fees imposed on the payment of the ticket fee by local government authorities. If necessary, you shall be required to pay NZRCLP an additional amount to ensure that, after any such Withholdings and/or Bank Charges have been imposed, STH and/or NZRCLP receives the same amount it would without these deductions.

3. **Delivery of Tickets:**

- 3.1 Valid tickets and any other relevant documents will be distributed prior to the Conference and/or Match.
- 3.2 It is your responsibility to check and ensure the accuracy of details received and to notify NZRCLP as soon as practicable should any details need amending.
- 3.3 Any lost, stolen, or damaged tickets may not be replaced.

4. Cancellation, changes, and refunds

NZRCLP is entitled to make changes to the time, date, and venue of the Conference and/or
 Match, or to any other detail of relevance to any tickets. NZRCLP will use reasonable endeavours

- to notify you of such changes, however it is your responsibility to determine whether the Conference and/or Match has been delayed, postponed, rescheduled, or cancelled.
- 4.2 If the Conference and/or Match is cancelled, you will receive a full refund for the respective ticket. Any refund requests must be sent by email to enquiries@allblacksconferences.com.
- 4.3 If the Conference is postponed, rescheduled, or moved, NZRCLP will endeavour to provide you with a ticket for another leadership conference run by NZRCLP that is comparable to the Conference ("Replacement Conference"). NZRCLP will not be responsible for any travel, accommodation, or incidental costs related to the replacement ticket. If you are unable to attend the Replacement Conference, you may request a full refund for the Conference ticket by sending an email to enquiries@allblacksconferences.com.
- 4.4 If the Match is postponed, rescheduled, or moved, your ticket to the Match is still valid. You may request a full refund for the Match ticket by sending an email to enquiries@allblacksconferences.com. NZRCLP may approve Match ticket refunds at its sole discretion.
- 4.5 If a refund is issued, it will be processed to the original method of payment used at time of purchase by STH. STH cannot issue a refund to a different credit or a debit card. If there has been a change in your credit card or debit card has changed, but is for the same account, the refund will be processed to that account.
- 4.6 STH will endeavour to process refunds within 30 days.
- 4.7 Any refund you may be entitled to under these Terms shall not extend to any Conference or Match ticket processing fees, and any such refund shall exclude all and any applicable charges, fees, accommodation costs, transport costs, or any other costs expended or incurred by you in relation (either directly or indirectly) to the Conference or Match ticket, where applicable.

5. **Resale, Transfer, and Prohibited Use**

- It is an essential condition of issuance of tickets and the right of admission to the Conference and/or Match conferred on you that tickets must not be and have not been:
 - (a) offered, provided, resold or transferred for a value greater than the original sale price;
 - (b) advertised or offered for resale or transfer on the internet or elsewhere;
 - (c) used in relation to any promotional or commercial purposes (including any competitions, advertising, promotion or as a prize in any competition or sweepstake whether for a business or a charity or otherwise) or to enhance the demand for any other goods or services or as part of a hospitality or travel package;
 - (d) transferred or otherwise disposed of to any person who agrees to buy any good(s)or service(s) in return for the ticket; and/or
 - (e) bundled with any other goods or services (including as part of any hospitality or travel package),

without NZRCLP's prior written consent.

WARNING: Any Conference and/or Match ticket that is (or NZRCLP reasonably believes is intended to be) altered or otherwise fraudulently dealt with, offered for sale, sold, transferred or provided in breach of these Conditions may be cancelled by NZRCLP without notice and your or any ticket holder seeking to use the ticket may be refused entry without refund or compensation of any kind.

6. **Eligibility**

- 6.1 Ticket holders must be above 18 years of age or older on the date of the Conference.
- For the purpose of safety, security and checking compliance with these Conditions all person shall, if requested by any Authorised Persons, co operate by:
 - (a) producing a valid Ticket and proof of identity with valid photograph and signature;
 - (b) submitting to a search of possessions and/or body checks for the purposes of locating and removing Prohibited Items; and;
 - (c) complying with the instructions and guidelines of such personnel.

7. **Venue rules and regulations**

- 7.1 Entry to the venue will only be authorised upon presentation of a valid ticket (one ticket will be required for each person, regardless of age) and, upon request, proof of identity with valid photograph and signature. You must comply with the security protocols in place at the venue as well as any applicable safety and security regulations. If you leave the venue, you will not be readmitted and no pass-outs will be permitted.
- 7.2 Entrance to the venue will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving, or considered likely to behave, violently, harmfully or contrary to public order.
- 7.3 You agree that it is an essential condition of issuance of tickets and the right of admission to the venue conferred on you that any person at, or entering, the venue is, without limitation, expressly prohibited from:
 - (a) holding or bringing any prohibited or restricted items (to be assessed at the discretion of stewards, security, safety personnel and/or any other persons legally authorised to take such steps at the venue ("Authorised Persons")) including, without limitation, bottles, glass, cans, weapons, fireworks, hard cool boxes, compressed gas containers, flares, air horns, smoke bombs and flag sticks; alcohol and/or illegal substances; political, religious, offensive or race-related banners, signs, slogans or materials; and items that are dangerous, may be used as a weapon or may interfere with the enjoyment, comfort or safety of other persons or security at the venue ("Prohibited Items");
 - (b) using, possessing or holding promotional or commercial objects and materials, engaging in any ambush marketing, gambling (or assisting any gambling activity), conducting any commercial activity, offering (either for free or for sale), selling or possessing goods with intent to sell such as drinks, food, souvenirs, clothes, promotional and/or commercial items, without prior written approval of NZRCLP. All such items, or other Prohibited Items, may be removed or confiscated (temporarily or for destruction) by the Authorised Persons;
 - (c) engaging in disruptive or dangerous behaviour including, without limitation propelling, throwing, casting, thrusting or firing any objects, engaging in or instigating violence, racism or xenophobia, behaving in a way that others may interpret as provocative, threatening, discriminatory, abusive or offensive, creating any threat to the life or safety of themselves or others, or harming another person in any way whatsoever, climbing lighting masts, fences, roofs and other apparatus or constructions, or standing on seats;
 - (d) entering or circulating in restricted access areas or other areas where that person is not permitted, including the playing enclosure; and
 - (e) entering or attending where that person is banned by competent authorities or sports governing bodies, from receiving tickets, entering the venue or remaining at the venue.

8. <u>Image rights, recording, and media</u>

- 8.1 You agree that you will not photograph, film, or otherwise record any portion of team training sessions, including Captain's Run. Compliance with this provision will be strictly monitored.
- 8.2 Photographs or any other recording of sound or images taken within the Conference and/or Match venue may be used only for personal, private non-commercial purposes. It is forbidden to disseminate over the internet, radio, television or any other current and/or future media, any sound, image, description, or result and/or statistics of the Match in whole or in part, or assist any other person(s) conducting such activities. Making, or distribution of, broadcasts, commentary, news reports or statistics (by any means in any format or media including any such content made, recorded or captured in still or moving form by mobile phone or other wireless device) is also forbidden.
- 8.3 By attending and participating in the Conference and/or Match, you acknowledge and agree that NZRCLP and its affiliates, agents, contractors, partners, licensees, successors, and assigns may photograph, record, livestream, and otherwise capture your image, likeness, voice, and name in any media (collectively, "Content"), during or in connection with the Conference and/or Match, including any sessions, activities, or events.
- 8.4 You hereby grant to the NZRCLP a perpetual, worldwide, royalty-free, irrevocable, sublicensable, and transferable license to use, reproduce, modify, distribute, publicly display, publicly perform, broadcast, publish, and otherwise exploit the Content in any format or medium, whether now known or hereafter developed, for promotional purposes, including but not limited to marketing, advertising, and promotional activities, without further notice to or consent from you and without any compensation to you.
- 8.5 You further waive any and all rights of publicity, or moral rights (to the extent permissible under applicable law) and any other rights that may preclude NZRCLP's use of the Content as authorized herein. You acknowledge and agree that NZRCLP is the exclusive owner of all rights in the Content, including any copyright therein, and that you have no right to inspect or approve any materials incorporating such Content.
- 8.6 By attending the Conference and/or Match, you consent to the collection and use of the Content as described in these Terms.

9. Liability and disclaimer

- 9.1 You agree to indemnify and hold harmless NZRCLP, New Zealand Rugby Union Incorporated, all of their respective directors, officers, shareholders, parents, subsidiaries, partners, agents, employees, successors, and assigns (collectively "Indemnitees") from and against any and all claims, suits, causes of action, damages, losses, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and court costs) of any kind whatsoever (collectively "Claims") arising out of or in connection with your, and your agents', employees', guests' (i) use of the Conference and/or Match tickets and/or seats, (ii) breach of these Terms, or (iii) your act or omission, neglect or wrongdoing. You shall, at your sole cost and expense, defend (with counsel acceptable to the Indemnitees) the Indemnitees against any and all such Claims.
- 9.2 All Conference and/or Match ticket holders assume all risk and danger of personal injury, death and all other hazards and losses, both personal and property, arising from or related by any way to the ticket, Conference and/or Match for which a ticket is issued, whether occurring prior to, during or after the Conference and/or Match, and the holder and user of a ticket hereby releases Indemnitees from any such claims, complaints, proceedings, or injuries.

9.3 You agree to assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness – including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the event, and regardless of how caused or contracted – and you hereby waive any and all claims and potential claims against NZRCLP relating to such risks, hazards, and dangers.

10. MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER

10.1 By attending the Conference and/or Match, each delegate agrees: (i) that any and all disputes the delegate may have with, or claims the delegate may have whether in contract, tort, statute or otherwise (including the interpretation and scope of this arbitration provision, and the arbitrability of the claim or dispute), between the delegate and the NZRCLP, or between the delegate and any third parties if the delegate asserts a claim against such third parties in connection with a claim the delegate asserts against NZRCLP relating to, arising out of or connected in any way with (a) the Conference and/or Match, (b) any event or matter associated with the Conference and/or Match (c) the determination of the scope or applicability of this agreement to arbitrate and/or (d) any aspect of the delegate's relationship with NZRCLP (including but not limited to, claims relating to advertising), will be resolved exclusively by final and individual binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS, including, if applicable, the JAMS Mass Arbitration Procedures and Guidelines; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Miami, Florida; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these rules and any of the other agreements referenced herein that the applicable delegate may have entered into in connection with the Conference and/or Match; (v) the arbitrator shall apply Florida law, consistent with the FAA and applicable statutes of limitations, and the arbitrator shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the delegate's and/or NZRCLP's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the delegate or NZRCLP; (viii) if the delegate is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, NZRCLP will pay as much of delegate's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither the delegate nor NZRCLP shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com. By participating in this Conference and/or Match each delegate expressly agrees, and NZRCLP hereby expressly agrees, to the application of the JAMS Mass Arbitration Procedures and Guidelines in the event of any "Mass Arbitration" as defined therein.

10.2 THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE DELEGATE'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DELEGATES WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT, OR AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. DO NOT PARTICPATE IN THE CONFERENCE IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS. BY PARTICIPATING IN THE CONFERENCE, EACH DELEGATE AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL OF DELEGATE'S CLAIMS, JUDGMENTS AND AWARDS TO DELEGATE WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), NOT TO EXCEED ONE HUNDRED DOLLARS (\$100), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE DELEGATE WILL NOT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND THE DELEGATE HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) DELEGATE'S REMEDIES ARE LIMITED TO A CLAIM FOR MONETARY DAMAGES (IF ANY) AND THE DELEGATE IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

11. Privacy and Data Protection

Delegate personal information will be collected by NZRCLP and used and disclosed for the purposes of (a) administering, managing, and delivering the Conference and/or Match, (b) to comply with legal and contractual requirements, and (c) for any purpose directly related to the Conference and/or Match. Delegate personal information may be disclosed to companies and agencies connected with the Conference and/or Match (including Sports and Travel Hospitality New Zealand Limited and Centium Software Pty Limited) and relevant authorities if necessary. Delegate personal information will be collected, used, disclosed, and otherwise managed in accordance with all applicable privacy laws and the NZRCLP Privacy Policy. Personal information collected in the form of content (photos / videos) will be used for promotional purposes. Where you consent to receiving marketing communications from NZRCLP, your personal information will be used for that purpose. You can contact us at any time regarding your personal information through our Privacy Officer who can be contacted via post (Privacy Officer, New Zealand Rugby Commercial LP, 100 Molesworth Street, Thorndon, Wellington 6011) or email (nzrcommercialprivacy@nzrugby.co.nz).

12. Termination and Breach

- 12.1 NZRCLP may terminate or cancel your ticket if you breach these Terms.
- 12.2 No refund will be provided for terminated or cancelled tickets due to a breach of these Terms.
- 12.3 Repeated or severe breaches may result in bans from purchasing or attending future events and/or matches.

13. General

- 13.1 These Terms are governed by US law.
- 13.2 In the event that any provision(s) of these Terms be declared void, ineffective or unenforceable by any competent court, the remainder of these Terms will remain in effect as if such void, ineffective or unenforceable provision(s) had not been included.
- 13.3 NZRCLP reserves the right to make amendments to these Terms from time to time, which updated version will be available at the Conference website and, upon request, from NZRCLP at enquiries@allblacksconferences.com.