

# Addington Raceway Event Terms & Conditions of Entry and Booking Terms

We want your event experience at Addington Raceway & Events Centre, to be safe and enjoyable. The information below tells you your booking terms, what you can bring into the venue, what you need to leave at home, what behaviour is and isn't acceptable and what the consequences are if you breach these Terms.

Please note that bookings for Trackside Dining close at 11:59pm on the day prior, and are subject to availability.

We want everyone to have a great time in a safe environment and we appreciate your help to make this happen.

If you have any special accessibility requirements or concerns, please contact us prior to the Event day for information.

## 1. Definitions

In these Terms:

- 1.1 "Addington" means Addington Raceway Limited and New Zealand Metropolitan Trotting Club Incorporated
- 1.2 "Event" means any racing event at the Venue, including Trackside Dining.
- 1.3 "Event Staff" includes Addington's employees, contractors, agents, volunteers, members, partners and any Venue staff.
- 1.4 "Force Majeure Event" means any:
  - 1.4.1 earthquake, fire or other physical natural disaster;
  - 1.4.2 act of war, act of terrorism, riots, civil or military disturbances, nationwide industrial disputes; or
  - 1.4.3 leakage or spillage of any dangerous gas or substance; or
  - 1.4.4 government order; or
  - 1.4.5 epidemic; or
  - 1.4.6 pandemic (e.g. COVID-19).
- 1.5 "Terms" means these Terms & Conditions of Entry and Booking Terms, which can be found at: <https://www.addington.co.nz/about-us/terms-conditions-of-entry/>
- 1.6 "Ticket" means a ticket to the Event.
- 1.7 "Venue" means Addington Raceway, located at 75 Jack Hinton Drive, Addington, Christchurch.

## 2. Acceptance of Terms and Conditions

- 2.1 By attending the Event, purchasing/receiving a Ticket or entering the Venue, you are deemed to accept these Terms.
- 2.2 Please note that events held by a third party at the Venue are subject to that third party's terms & conditions.
- 2.3 Breach of any of these Terms may mean that you are refused entry to or evicted from the Event without refund.
- 2.4 Addington may amend these Terms for reasons of safety and security and will use reasonable endeavours to provide you with 48 hours' notice of any such amendment

## 3. Purchase of Tickets

- 3.1 Addington may use a third-party ticketing provider as an intermediary to sell Tickets. Ticket sales may be subject to the terms and conditions of the third party provider, and you are solely responsible for paying any booking fees and charges in connection with the sale, including but not limited to transaction and processing fees (which for the avoidance of doubt are additional to the advertised Ticket price).
- 3.2 Addington may from time to time authorise a third-party provider to provide you with a refundable ticket add-on at the time of purchase of any Ticket ("Refundable Add-On"). If offered, you are responsible for paying any and all fees and charges in connection with the purchase of the Refundable Add-On (which is additional to the advertised Ticket price).
- 3.3 The Refundable Add-On is solely administered and controlled by the third-party provider and your purchase of the Refundable Add-On is subject to that third-party provider's terms and conditions.
- 3.4 The Refundable Add-On is currently provided by Yeltrah Limited trading as EventCover ("EventCover"). EventCover's terms and conditions (as amended from time to time) are accessible at: <https://www.eventcover.co.nz/files/EventCover%20Refund%20Protection%20T-Cs%20V19%202024.pdf>.

- 3.5 Addington has no control over or responsibility for:
  - 3.5.1 the Refundable Add-On; or
  - 3.5.2 any refunds administered by EventCover or any other third-party provider.
- 3.6 If you obtained your Ticket from a source other than Addington or its authorised third party provider, your Ticket may be counterfeit, or a Ticket which has been reported lost or stolen. If you are in possession of a Ticket which is counterfeit, or a Ticket which has been reported lost or stolen, or a Ticket which has been purchased from an unauthorised point of sale, you may be refused entry or be evicted from the Event. Addington is not responsible for any loss to you as a result of your purchase of a counterfeit Ticket. "Counterfeit" Tickets include duplicate copies of e-tickets and any other unauthorised copy of a Ticket.
- 3.7 Invoices and Payment
  - 3.7.1 From time to time, Addington may issue an invoice for Tickets through Xero or another invoicing system.
  - 3.7.2 All invoices for Tickets must be paid in full before any Tickets are released.
  - 3.7.3 If payment is not received by the due date specified on the invoice, Addington reserves the right to cancel the Ticket booking without further notice.
  - 3.7.4 Tickets will not be considered confirmed until payment has been received and processed by Addington.

## 4. Tickets

- 4.1 You must produce a valid Ticket in order to be provided entry into the Venue.
- 4.2 It is your responsibility to ensure you hold a valid Ticket and/or entry pass (i.e. wristbands) at all times. You must produce your Ticket and/or entry pass on request from Event Staff, and any person found without a valid Ticket or entry pass may be refused entry to or evicted from the Event. Tickets or entry passes which are lost, stolen, destroyed, tampered with, defaced or damaged will be rendered invalid, and Addington is not obligated to refund or replace these except in accordance with these Terms.
- 4.3 Addington's policy is not to issue any "pass outs". If you leave the Venue on the Event day, Addington's Event Staff may refuse your re-entry into the Event.

## 5. Age Restrictions

- 5.1 You may be asked to provide identification to prove your age to be provided Entry into the Event, and/or when purchasing alcohol or gambling. If you do not produce identification or evidence to the reasonable satisfaction of Event Staff, you may be refused entry to or evicted from the Event. Valid forms of identification Event Staff will accept are:
  - 5.1.1 a current New Zealand passport;
  - 5.1.2 a current New Zealand drivers' licence; or
  - 5.1.3 a current Kiwi Access 18+ card.
- 5.2 Persons under 18 must be accompanied by a parent or legal guardian. If you are the parent or legal guardian of a person under 18 at the Event, you are responsible at all times for their care, conduct and supervision.
- 5.3 Persons under 18 are prohibited from consuming alcohol and from gambling at the Event under any circumstances. If you are found supplying or purchasing alcohol or gambling products for any person under the age of 18 you will be evicted from the Event and your conduct may be reported to the police. Addington will remove from the Event anyone under the age of 18 found:
  - 5.3.1 purchasing, or attempting to purchase (directly or via an intermediary), consuming or in possession of an alcoholic beverage; or
  - 5.3.2 betting or gambling in any way, or attempting to do so (directly or via an intermediary) or in possession of a betting slip or other evidence of a gambling transaction.

You forfeit to Addington any right, interest and title that you have in any articles (including alcoholic beverages and betting slips) that come into your possession in contravention of this clause.

## 6. Consent to Searches

- 6.1 You and your possessions may be searched before entering the Venue, during the Event or when leaving the Venue. If you refuse to participate in searches, you may be denied entry or removed from the Venue.

## 7. Prohibited Items

- 7.1 You may bring any of the following items into the Venue, provided they are not Restricted Items under clause 7.2:



- 7.1.1 Personal items, such as a coat and a small bag.  
7.1.2 A mobile phone, personal camera or electric device.  
7.1.3 A disability assist dog.
- 7.2 You are not permitted to bring any of the following restricted items, or categories of items, into the Event ("Restricted Items"):
- 7.2.1 Alcoholic beverages, glass containers or open beverage containers.  
7.2.2 Illegal substances/items, or any items which may be used in connection with illegal substances/items.  
7.2.3 Commercially produced food and drink.  
7.2.4 Flasks/thermos.  
7.2.5 Sound devices that are considered by Event Staff, acting reasonably, to be a nuisance to others or to animals. This includes but is not limited to: air horns, drums, whistles, and vuvuzelas.  
7.2.6 Transportation devices such as vehicles, bicycles, skateboards, roller blades, skates, or scooters, but not including any wheelchair or similar apparatus which you require as a result of disability/impairment.  
7.2.7 Signage, products, clothing, or equipment considered by Event Staff, acting reasonably, to be offensive.  
7.2.8 Unauthorised promotional material including signage, products, and clothing.  
7.2.9 Any object that could be used to distract, hinder or interfere with any animal or person taking part in an Event, or disrupt, interrupt or behave in any manner that may disrupt or interrupt any Event, whether intentionally or otherwise, including but not limited to flares, fireworks, laser lights/pointers and drones.  
7.2.10 Gang patches/colours.  
7.2.11 Weapons of any kind or items that may be used as a weapon.  
7.2.12 Items that Event Staff, acting reasonably, deem dangerous or unnecessary, (e.g. bolts, marbles).  
7.2.13 Professional camera, video, or audio recording equipment, unless prior permission has been given.  
7.2.14 Any structure or item which may be used to erect a structure such as gazebos, portable shade structures and sun umbrellas.  
7.2.15 Any furniture or item which is capable of supporting the weight of a person including seats and sofas.  
7.2.16 Animals (except disability assist dogs).  
7.2.17 Items that Event Staff, acting reasonably, deem unnecessary and which may be used for defacing or damaging property (e.g. markers).  
7.2.18 Items that could cause harm or cause public nuisance as determined by Event Staff, acting reasonably.  
7.2.19 Chilly bins, picnic baskets or large bags.  
7.2.20 Any other item which Event Staff in its reasonable discretion deems to be unnecessary, inappropriate or harmful.
- 7.3 Event Staff are entitled to require that you surrender Restricted Items as a condition of your entry into the Event. Please note that Addington is unable to provide storage for any Restricted Items. On surrendering any Restricted Items, you acknowledge that these may not be returned to you. While Event Staff may suggest to you that they will take care of certain surrendered Restricted Items on your behalf, you agree that despite any assurances provided by Event Staff the risk of damage/loss to such items remains completely with you at all times.
8. **Dress Code**
- 8.1 The dress code for the Event is 'Race Wear'. To comply with this standard, you must be dressed to a reasonable standard of decency in the context of the Event. Whether you meet this standard will be determined by Event Staff, acting reasonably and such decision will be final. Although Event Staff may refuse entry for various reasons pertaining to dress code, entry will not be permitted with:
- 8.1.1 bare feet;  
8.1.2 clothing containing offensive messages or gang patches (determined by Event Staff, acting reasonably);  
8.1.3 inappropriate costume(s) (determined by Event Staff, acting reasonably);  
8.1.4 work boots or hi-vis reflective clothing; or  
8.1.5 clothing which may pose a safety threat or cause offense.
9. **Health and Safety**
- 9.1 Some activities at the Event present dangers to your health and safety. Please take care not to agitate the horses and ensure that you provide sufficient distance between you and the horses at all times.
- 9.2 By attending the Event, you acknowledge the health and safety risks and accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Event. Addington is not liable for any such damage or loss at the Event.
- 9.3 You agree to follow all directions from Event Staff, and not to enter any restricted zones. You must keep access ways, entry doors, stairs and emergency exits clear at all times.
10. **Postponement or Cancellation of the Event**
- 10.1 Except where provided by law or in clause 10.5, there will be no refund of any Tickets or any unused portion of a Ticket.
- 10.2 If it is impractical or impossible to conduct the Event (in whole or in part) due to adverse weather conditions, Addington may elect to postpone the Event to an "Alternate Wet Weather Date". In such circumstances, your Ticket will be redeemable for the Alternate Wet Weather Date, and you will not be entitled to a refund (unless otherwise required by law).
- 10.3 If the Event cannot take place (in whole or in part) due to an event, circumstance, or situation outside of Addington's reasonable control (including any Force Majeure Event) then Addington may, in its sole discretion, postpone or cancel the Event. Addington will use reasonable endeavours to promptly notify you of the circumstances of the postponement and/or the cancellation of the Event.
- 10.4 If Addington decides to postpone the Event to an alternative date that is within twelve (12) months of the original date advertised for the Event, Addington may continue to hold payment for the Ticket and you shall not be entitled to a refund. Instead, you shall have the right to use the Ticket to attend the postponed Event.
- 10.5 If the Event is cancelled due to a Force Majeure Event, Addington will promptly notify you of the circumstances and cancellation, and:
- 10.5.1 If the cancellation takes place at least 7 days prior to the Event, then Addington will give you a full refund of your Ticket;
- 10.5.2 If the cancellation takes place within 7 days prior to the Event, then Addington will give you a refund which reflects the cost of your Ticket but after deducting a reasonable amount to reflect the costs incurred by Addington in organising the Event. The amount deducted will be determined by Addington in its sole discretion, acting reasonably.
- 10.6 You acknowledge that programmes, menus and the duration and timing of entertainment and other activities at the Event may be subject to alteration without notice. Addington reserve the right to vary, add, withdraw, or substitute advertised/scheduled programmes, menus, seating arrangements and/or facilities at any time.
11. **Responsibility for personal property**
- 11.1 You are responsible at all times for the safety and security of all of your belongings brought into the Venue. Addington accepts no responsibility for any loss, damage or theft of or to your personal property at the Event. It is strongly recommended that you do not leave your belongings unattended at any time.
12. **Smokefree and Licenced Event**
- 12.1 The Venue is smoke free (including from electronic smoking devices or vaporisers), other than in areas which Addington, in its sole discretion, may designate for smoking. Any person found smoking in an area which is not designated for smoking may be evicted from the Event.
- 12.2 As the Venue is licenced, you must not bring in or take out any alcohol without Addington's prior permission.
- 12.3 If you are or become intoxicated, you will be required to leave the Venue and Event.
13. **Nature of Venue**
- 13.1 You acknowledge that some areas of the Venue are exposed to the weather, including direct sunlight and heat, hail, rain and wind. Addington does not guarantee that there will be sufficient room for you to obtain shelter from such weather. Please dress appropriately and bring weather-appropriate items with you.
- 13.2 You acknowledge that some areas of the Venue have obstructed views or no views of the racetrack. Addington does not guarantee you an unobstructed viewing area of the racetrack.

14. **Privacy**
- 14.1 You acknowledge that audio, photographic or visual recordings (“Recordings”) will be taken at the Venue including by remote piloted aircraft systems (e.g. drones), CCTV, and by Addington, Addington’s contractors and/or Addington’s employees. By entering into the Venue, you:
- 14.1.1 acknowledge that the Recordings are Addington’s exclusive property;
  - 14.1.2 irrevocably provide your consent to such Recordings being taken of you;
  - 14.1.3 consent to the broadcast of any Recordings; and
  - 14.1.4 consent to any Recordings being used for any future advertising, commercial, publicity or promotional purposes.
- Except where required by law, Addington has full rights to use the Recordings for all legitimate purposes. Addington is under no obligation to, on request from you, delete, remove or otherwise cease to use any Recordings.
- 14.2 Please note that any audio, photographic or visual recordings taken by you of the events either at, or surrounding the Venue may only be used for your private purposes. Addington reserves the right to, at any time during the Event, make reasonable inquiries into audio, photographic or visual recordings being conducted by you to ensure that you are not in breach of this clause 14.2. Addington may also request the deletion or removal of any audio, photographic or visual recordings which are taken in breach of this clause.
- 14.3 Addington collects and stores personal information when Tickets are purchased. You consent to this information being used by Addington for future promotions. Pursuant to the Privacy Act 2020, you have the right to view and correct your personal information held by Addington.
15. **Behaviour**
- 15.1 If you breach or are suspected to breach any of these Terms, you may be refused entry to or required to leave the Venue. In addition, Addington may, acting reasonably, refuse your entry or require you to leave the Venue for any of the following behaviour:
- 15.1.1 unauthorised gambling;
  - 15.1.2 damaging and defacing your Ticket in any way;
  - 15.1.3 purchasing your Ticket from an unauthorised point of sale;
  - 15.1.4 selling Tickets or merchandise or promote products or services;
  - 15.1.5 taking unauthorised commercial audio, photographic or visual recordings;
  - 15.1.6 entering, or attempting to enter, or interfere with a restricted area (e.g. racetrack or stables);
  - 15.1.7 bringing in or attempting to bring in items which are not permitted;
  - 15.1.8 damaging, defacing or misusing any part of the Venue or equipment at the Venue;
  - 15.1.9 behaving in a disruptive or offensive manner;
  - 15.1.10 behaving in a way that unreasonably affects others working at or attending the Event;
  - 15.1.11 supplying or attempting to supply alcohol to minors;
  - 15.1.12 fighting or assaulting someone at the Event;
  - 15.1.13 being currently trespassed from the Venue; or
  - 15.1.14 failing to comply with any reasonable direction of Event Staff, including those made in relation to Covid-19 requirements.
- 15.2 Any of the additional disciplinary measures may be taken against you if appropriate in the circumstances:
- 15.2.1 You may be issued with a trespass notice from the Venue for a period of up to 2 years.
  - 15.2.2 Your behaviour may be referred to the police, who may remove you from the Venue and may prosecute you for a criminal offence.
16. **Covid-19**
- 16.1 By entering the Event, you warrant that:
- 16.1.1 you do not have Covid-19;
  - 16.1.2 you are not awaiting test results for Covid-19;
  - 16.1.3 you do not have reason to suspect that you have contracted Covid-19; and
  - 16.1.4 you are not experiencing any cold or flu-like symptoms, including runny nose, sore throat, body aches, fever, cough, fatigue, headache and nausea.
- 16.2 If, as a result of public health risks arising from the Covid-19 pandemic, the New Zealand Government (or a Minister of the

Government) makes any changes to legislation about event requirements, Addington may change the Event format and requirements in order to comply. This may include changes to the Event programme, the compulsory wearing of masks, and capacity requirements in certain areas.

## 17. **Indemnity/Liability**

- 17.1 To the maximum extent permitted by law, Addington, the Event Staff, the owners/lessees of the Venue, and any members, directors, partners, employees, contractors, agents or related entities of the aforementioned entities (“Released Entities”), are not liable for any damage or loss to you, whether direct, indirect, special or consequential, arising from:
- 17.1.1 Addington’s performance or non-performance of any of these Terms (whether in contract or tort);
  - 17.1.2 your purchase of a Ticket;
  - 17.1.3 your purchase of Refundable Add-On; or
  - 17.1.4 your attendance of the Event.
- 17.2 Should any of the Released Parties be found liable for any loss or damage suffered by you (notwithstanding the provisions of these Terms), whether such loss or damage arises from Addington’s breach of any contractual or statutory provisions, arises from any negligence or act or omission on Addington’s part (or Addington’s servants or agents), the Released Party’s or Parties’ liability at contract, common law, or otherwise is limited to the retail value of the Ticket.
- 17.3 You indemnify Addington against any loss or damage it suffers arising from your breach of these Terms or in connection with your acts or omissions at the Event.

## 18. **Dispute Resolution**

- 18.1 If a question, dispute or difference arises concerning any matter relating to these Terms, the parties will first attempt to, productively and in good faith, resolve the matter between themselves by discussion and/or negotiation.

- 18.2 **Mediation:** Failing resolution within twenty (20) working days, such matter will be referred to the mediation of a single mediator. The referral will be commenced by either party serving written notice on the other requiring the matter to be referred to a mediator to be appointed by both you and Addington. Failing agreement on the appointment of the mediator within five (5) working days after the date of service of the notice, the mediator will be appointed at the request of either party by the President for the time being of the New Zealand Law Society (Canterbury Branch) or his or her nominee. The guidelines to govern the mediation will be set by the mediator.

## 19. **General**

- 19.1 If any provision of these Terms are held by any court to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining provisions.
- 19.2 Any failure by Addington to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
- 19.3 These Terms are governed by the laws of New Zealand.

**Enjoy your time at Addington Raceway. For all enquiries phone 03 338 9094 or visit [addington.co.nz](http://addington.co.nz)**