

## HOSPITALITY TERMS AND CONDITIONS

These Terms and Conditions apply to the purchase of, and access to, hospitality products at the Barfoot and Thompson Auckland Marathon 2022 (the **Event**) to be held at Victoria Park, Victoria St W, Auckland, New Zealand (the **Venue**) on 30 October 2022, owned and operated by IRONMAN New Zealand (**IMNZ**). Hospitality products for the Event shall include team marquees (the **Marquee(s)**) inside the Event Marquee Hospitality Area (the **Hospitality Area**). **Marquee Holders** who purchase and wish to operate a Marquee within the Hospitality Area agree to do so in accordance with these conditions.

These conditions work in conjunction with the Event Participant Waiver and any Venue entry conditions (if any).

1. **Hours of Operation:** The Hospitality Area will be operational between the hours of 6:30am and 1:00pm on Sunday 30 October 2022 unless otherwise notified by IMNZ.
2. **Marquee Hire:** In order to operate a marquee in the Hospitality Area for the Event, the Marquee Holder must hire a Marquee through IMNZ. Any unauthorised presence in the Venue or the Hospitality Area will be removed. The rental cost of the Marquees for the Event is:
  - a. \$1,200 for Small Site Package
  - b. \$1,900 for Medium Site Package
  - c. \$2,800 for Large Site Package

All prices are inclusive of GST and any booking fees. All rental payments for the Marquee package must be made through the online form, or via invoice at least 30 days prior to the Event. IMNZ does not guarantee availability of a Marquee if payment is not made by the due date. The Marquee Holder is not permitted to split the rental costs for, or share, a Marquee with any third party (including another participant in the Event) unless agreed to by IMNZ in advance. The Marquee must only be used for the purpose of providing hospitality to the Marquee Holder's staff and/or participants and key stakeholders. The Marquee Holder is responsible for the conduct of all of its guests at the Event, including ensuring that its guests comply with these Hospitality Terms and Conditions.

3. **Supply of Equipment and Facilities:** All Marquee package options come with the following items included to cater for the capacity of the Marquee Holder's preferred option:
  - Company Sign
  - Café Chairs – White
  - Café Tables – White
  - Trestle Tables
  - Timber Slatted Fencing

Any additional facilities provided will be subject to availability and at an additional cost to the Marquee Holder. For the avoidance of doubt, the items below will not be provided as a part of the Marquee packages set out in Point 2 above. If any additional resources are required (including food and beverage catering), these are available directly from third-party suppliers through the Marquee and Catering Booking Form. All resources must be booked by 5.00pm Friday 30 September 2022. Subject to these Terms and Conditions, all other goods and services relating to a Marquee must be supplied by and are the responsibility of the Marquee Holder. The Marquee Holder must comply with the directions of IMNZ in relation to storage of items, cleanliness and waste management before, during and after the Event.

4. **Waste Products and Packaging:** IMNZ is working towards being sustainable and "green". Compostable, disposable service ware including (but not limited to), cups, lids, straws, bowls, plates, containers, and cutlery must be used by the Marquee Holder wherever applicable and possible. Flyer distribution is discouraged. All sampling, flyers, or giveaways of any kind must be approved in writing by IMNZ (such approval to be granted in IMNZ's sole and absolute discretion).
5. **Branding and Signage:** Company signage, including tear drop banners, may not be placed by the Marquee Holder inside or outside the Marquee. No other third party advertising is permitted (including, without limitation, third party alcohol branding).
6. **Food:** Where Marquee Holders wish to consume food within their Marquee, Marquee Holders must purchase that food through IMNZ's appointed food catering agent in accordance with the ordering procedures set out in Point 3 above. No barbecues are to be brought into the Event by Marquee Holders or their guests. In the event that a Marquee Holder or its guests do bring their own food or beverages into the Event, the Marquee Holder accepts all risk and liability associated with such, and indemnifies IMNZ against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgements arising out of or in relation to the Marquee Holder's (or any of its guest's) decision to bring its own food and/or beverages into the Event.
7. **Food and Beverage Catering:** The Marquee Holder is responsible for satisfying the special dietary requirements or allergies of its guests. Dietary requirements must be notified to IMNZ and the food catering agent in writing by 5.00pm Friday 30 September 2022 and while IMNZ and the food catering agent will use their best endeavours to accommodate requests, completely allergy-free meals cannot be guaranteed.
8. **Alcohol:** Marquee Holders must purchase alcoholic beverages through IMNZ's appointed alcoholic beverage catering agent in accordance with the ordering procedures set out in Point 3 above. No alcoholic beverages are to be brought into the Venue by the Marquee Holder or any of its guests. IMNZ and its food and beverage catering agents practice responsible service of alcohol (**RSA**). Where it becomes apparent to IMNZ (or its food and beverage catering agents) that the behaviour of a Marquee Holder or their guests raises RSA issues, IMNZ or beverage catering agent staff may slow down or stop the service of alcohol to the relevant guest, monitor the behaviour of the relevant guest, encourage the Marquee Holder to speak with the relevant guest about their behaviour, and/or remove the guest in accordance with protocols for the removal of intoxicated persons.
9. **Smoking:** Smoking is prohibited inside the Venue.
10. **Noise:** Noise, including audio devices, must be contained within the Marquee and must not negatively impact on other Marquee Holders or the public.
11. **Vacation of Marquees:** Marquees and the surrounding area must be left clean and tidy by the Marquee Holder at the conclusion of the Event. All rubbish must be disposed of correctly in the bins provided. Marquees must be vacated by 1:00pm on the day of the Event (unless directed otherwise by IMNZ).
12. **Insurance:** The Marquee Holder must maintain the following insurance policies:

- Public and product liability insurance which shall at all times cover liability to the public (including IMNZ) for an amount not less than \$10 million per occurrence; and
- Workers' compensation insurance in respect of all employees and contractors of the Marquee Holder as required by law.

Without limitation, the public and product liability insurance must cover liability in respect of personal injury to or death of any person (including IMNZ staff, contractors and agents) and liability for any loss or damage to any real or personal property belonging to IMNZ or in which IMNZ is interested, where the injury, death, loss or damage arises out of or is caused by accident or the operation of the Marquee or the use or consumption of products supplied by the Marquee Holder, its employees, contractors or agents. On request, the Marquee Holder must supply IMNZ with a copy of the Certificates of Currency for the insurance policies stated above.

13. **Cancellation Policy:** By purchasing the Marquee for the Event, the Marquee Holder agrees that all Marquee fees are non-refundable unless IMNZ cancels the Event for reasons other than Force Majeure. There will be no refunds for any other items purchased at the time of registration, such as charitable donations or catering. Should the Event be rescheduled (which IMNZ will make all commercially reasonable efforts to do), the Marquee Holder's entitlements shall be transferred to the rescheduled Event dates. The Marquee Holder acknowledges and agrees that due to the nature of the Event and the element of "luck" in the prevailing conditions, that use and enjoyment of the Marquee may be affected by matters outside of the control of IMNZ, including but not limited to the weather, safety and associated conditions. The Marquee Holder accepts that in such circumstances IMNZ has the right to alter the format of, shorten, or cancel the Event in the interest of competitor safety. IMNZ will use all reasonable efforts to conduct the Event in the planned format if safe to do so. Unless otherwise set out in this clause, should any reason outside the control of IMNZ, including without limitation weather or other dangerous conditions, war, strike or any other act of god force any change, the Marquee Holder accepts that IMNZ is not obliged to provide the Marquee Holder with any refund, compensation, credit, transfer to another IMNZ event or to restage the Event.
14. **Waiver and Indemnity:** In consideration of acceptance of IMNZ permitting the Marquee Holder to operate a Marquee at the Event, the Marquee Holder, and on behalf of the Marquee Holder's heirs, executors and administrators agrees with each of the Indemnified Parties (as defined herein) and declares that: the Marquee Holder hereby waives, releases and discharges all and every claim, right or cause of action (including for negligence, for breach of contract or breach of Statute) for which the Marquee Holder or its guests might have or which arises out of the Marquee Holder or its guests' death, injury, damage or loss of any description which the Marquee Holder or its guests may suffer or sustain as the result of the Marquee Holder's participation in the Event, operation of the Marquee, the sale or free distribution of any product at the Marquee, any negligent act or omission of the Marquee Holder or any of the Marquee Holder's representatives or any breach of these Terms and Conditions by the Marquee Holder. This waiver release and discharge shall operate jointly and severally in favour of the following (the **Indemnified Parties**), namely: IMNZ and their related companies, and their respective directors, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the Event, the owners, licensees and occupiers of land upon which the Event or any part of it is conducted, any statutory body or local authority having control over any land upon which the Event or any part of it is conducted, sponsors, catering or beverage agents, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling the Event. The Marquee Holder agrees to indemnify and keep indemnified the Indemnified Parties against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgements (including for negligence, breach of contract or breach of statute) arising out of or in relation to the Marquee Holder's participation in the Event (including the acts or omissions of the Marquee Holder's guests). This indemnity may be pleaded as a bar to any action, claim, demand, suit or legal proceedings. The releases, waivers and indemnities in this document continue forever and bind the Marquee Holder's heirs, executors, personal representatives and assigns.
15. **Acknowledgement:** The Marquee Holder acknowledges that IMNZ does not make any representation or give any warranty with respect to the Event, including success or profitability for the Marquee Holder for participating in the Event. Further, the Marquee Holder acknowledges that the location and placement of the Marquee Holder's Marquee during the Event is at the sole discretion of IMNZ or its nominated representatives assisting with the coordination of the Event.
16. **Occupational Health and Safety:** The Marquee Holder acknowledges that it is responsible for the safety of its employees, contractors and other individuals attending the Marquee during the Event and agrees to comply with all statutory obligations in respect of the *Health and Safety at Work Act 2015* and any other policies or directions issued by IMNZ or its representatives. The Marquee Holder must notify IMNZ or its nominated representatives immediately of safety concerns it has both before and during the Event.
17. **Compliance with Laws:** The Marquee Holder warrants that it will comply with all applicable laws and regulations in relation to its participation in the Event. In particular, this includes, without limitation, all laws and regulations relating to the preparation and sale of food and beverage items.
18. **Intellectual Property:** The Marquee Holder acknowledges that it does not acquire any intellectual property rights or goodwill in the name "Barfoot & Thompson Auckland Marathon". Any use of IMNZ's logos, trademarks or other intellectual property is subject to IMNZ's prior approval.
19. **Force Majeure:** For the purpose of this clause, "Force Majeure" means an event or circumstance beyond the reasonable control of a party, including acts of God, war, rain, hail, flood, inclement weather, fire, explosion, pandemic (including COVID-19, and any restrictions relating to COVID-19, such as border restrictions or mass gathering limits), civil disobedience, legislation not in force as at the date of publication of these Terms and Conditions, or labour disputes. Neither party will breach this agreement and each party will not be liable to the other party for delay or failure to perform an obligation under these Terms and Conditions due to Force Majeure. Further, the Marquee Holder acknowledges it is not entitled to any reimbursement in respect of any matter disrupting the Event.
20. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of New Zealand.
21. **Privacy:** By purchasing a Marquee for the Event, the Marquee Holder consents to the collection and use of their personal information by IMNZ and its related companies for the purposes of Event management, Event safety, marketing (including the promotion of the Event and other events conducted by IMNZ, and the promotion of offers from third parties who have a relationship with IMNZ). The Marquee Holder agrees that IMNZ may use their personal information in accordance with its IRONMAN New Zealand Event Privacy Policy (located at <https://aucklandmarathon.co.nz/contact/>), which includes information about how to access and seek correction of any personal information of the Marquee Holder.