

HOSPITALITY TERMS AND CONDITIONS

These Terms and Conditions apply to the purchase of, and access to, hospitality products at the 2025 Barfoot and Thompson Auckland Marathon presented by ASICS (the **Event**) to be held at Victoria Park, Victoria St W, Auckland, New Zealand (the **Venue**) on 2 November 2025, 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 2 November 2025 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. \$1,350 for Small Site Package
 - b. \$2,050 for Medium Site Package
 - c. \$2,950 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. 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:
 - Team Name on Marquee
 - Café Chairs – White
 - Café Table(s) – White
 - Trestle Table(s)
 - 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. All resources must be booked by 5.00pm Wednesday 1 October 2025. 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. **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).
5. **Food:** In the event that a Marquee Holder or its guests wish to bring their own food or beverages into the Venue, the Marquee Holder must receive prior written approval from IMNZ and must comply with any conditions of such approval (e.g. access times). 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 Venue. If Marquee Holders wish to have food and/or beverages delivered to the Hospitality Area, they must only do so during the times notified by IMNZ.
6. **Alcohol:** IMNZ may appoint an alcoholic beverage catering agent. If no alcoholic beverage catering agent is appointed, no alcoholic beverages may be brought into or consumed in the Hospitality Area. Where appointed, Marquee Holders must purchase alcoholic beverages through IMNZ's appointed alcoholic beverage catering agent and no other alcoholic beverages are to be brought into the Venue by the Marquee Holder or any of its guests. All alcoholic beverage orders must be placed in accordance with any timelines specified on the Event website or otherwise notified to the Marquee Holder by IMNZ. IMNZ and its alcoholic beverage catering agents practice responsible service of alcohol (**RSA**). Where it becomes apparent to IMNZ (or its alcoholic 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.
7. **Smoking:** Smoking is prohibited inside the Venue.
8. **Noise:** Noise, including audio devices, must be contained within the Marquee and must not negatively impact on other Marquee Holders or the public.
9. **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).
10. **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.

11. **Cancellation and Postponement:** Marquee Holder agrees that if an Event, or the Hospitality Area, is cancelled in its entirety for any reason, then:
 - i. IMNZ will notify Marquee Holder of such cancellation;
 - ii. both parties shall be relieved from any further obligations owing under these terms and conditions for the cancelled Event; and
 - iii. Marquee Holder may elect to:
 1. have the Marquee re-supplied at the same Event in the following year; or
 2. receive a refund for the unused portion of the Marquee benefits (calculated on the basis of rights and benefits delivered by IMNZ up to the point of cancellation).
 - b. If, for reasons beyond the control of IMNZ, the specific geographic location or venue of the Event is altered (that is, the Event remains in the same general region/area) or the Event is postponed to a later date in the same year, such relocation or rescheduling will not entitle Marquee Holder to terminate the Marquee package or otherwise affect any of its obligations. The Marquee, including all benefits, shall remain deliverable by IMNZ.
 - c. For the avoidance of doubt, an Event will not be deemed to be cancelled solely by reason of a reasonable modification of the Event's distance, course or start time and, if an Event has sub-events, such Event will not be deemed to be cancelled solely by reason of a cancellation or modification of any individual sub-event. For any Event or sub-event, IMNZ may, at any time in the interest of safety, modify any race distance or course.
 - d. Except to the extent expressly set out in these terms and conditions and to the extent permitted by law, IMNZ will not be financially or otherwise liable to Marquee Holder if the Event is cancelled, postponed, or relocated.
12. **Release and Indemnity:** To the extent permitted by law, Marquee Holder releases and indemnifies IMNZ and its employees, subsidiaries, officers, contractors, volunteers, servants and agents against any claim, loss, damage or expense (including legal fees) arising out of or in connection with:
 - (a) injuries or death to any persons or damage to any property caused by Marquee Holder or its guests;
 - (b) any negligence, misconduct or wilful, reckless, malicious or fraudulent acts or omissions by Marquee Holder or its guests;
 - (c) Marquee Holder or its guests breaching these terms and conditions; and
 - (d) Marquee Holder's breach of, or failure to comply with any relevant law including, without limitation, any health and safety law;

except where and to the extent the relevant claim, loss, damage or expense is caused or contributed to or by the negligent or wilful acts or omissions of IMNZ, its employees, subsidiaries, officers, volunteers, contractors, servants and agents.
13. **Acknowledgement:** The Marquee Holder acknowledges that all implied warranties, conditions and guarantees with respect to the Event are expressly excluded under these terms and conditions, including as to the quality of any services or fitness for any particular purpose, or the success or profitability for the Marquee Holder for participating in the Event. Notwithstanding the above, nothing in these terms and conditions excludes or limits any right, remedy, guarantee, warranty or any other term or condition implied or imposed by the New Zealand Consumer Guarantees Act (CGA) (including any consumer guarantee) which cannot be lawfully excluded or limited. For any liability which cannot lawfully be excluded but can be limited under the CGA, our liability is limited to the price of the Marquee, re-supplying the Marquee, or supplying a substitute package at another event that is satisfactory to Marquee Holder.
14. **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.
15. **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.
16. **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.
17. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of New Zealand.
18. **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.