



Sky Stadium Members Club - Membership Rules

1. Interpretation

1.1 In these Terms, unless the context otherwise requires:

“Business Day” means any day that registered trading banks are open for business in Wellington excluding Saturdays, Sundays, and Public Holidays.

“Bowl” means the exterior reserved seating area surrounding the playing arena at the Stadium.

“Clean” means free of any and all advertising, signage, promotion, branding material, logos, names and without constraint or limitation as to the exercise or implementation by the user/host of any Internationally Significant Event, and free of any rights or activities or occupiers or incumbents of lounge, club or facilities access including the Members Club.

“Commencement Date” means the date that Membership is purchased, unless otherwise agreed.

“Entry Conditions” means all the policies, statements, notifications, information, rules, and conditions of entry to the Stadium as published or notified by the Trust from time to time.

“Event Day” means each day on which an event is held at the Stadium.

“Guest” means any person who is given access to the Members’ Facilities at the invitation of a Member, or with the leave of the Trust, and who purchases a Guest Package from the Trust for an event.

“Guest Package” means a product which is available for purchase, and which may include any combination of an entry ticket, an access pass to the Members’ Facilities and/or a dining voucher, as offered for sale by the Trust for an event in the Trust’s sole discretion from time to time.

“Guest Pass” means a pass which allows a Guest temporary access to the Members’ Facilities for an event, but for the avoidance of doubt does not include persons who hold a Membership.

“Internationally Significant Event” means any special event or tournament of international significance held or hosted at the Stadium (including but not limited to Commonwealth and Olympic Games, World Cup events, and any other special international events or tournaments) as specified by the Trust.

“Member” means a person admitted to Membership of the Members Club, pursuant to these Rules.

“Member’s Card” means the card issued to each Member referred to in Clause 5.1.

“Member’s Card Replacement Fee” means the administration fee set by the Trust from time to time which is payable by a Member to the Trust for the replacement of a lost Member’s Card.

“Members Club” means the Sky Stadium Members Club and the Members’ Facilities constituted by these Rules.

“Members’ Facilities” means the lounges as allocated for Members at sporting events and Members’ Tiered Seats.

“Members’ Tiered Seats” means the seating area within the Level 4 lounges as allocated for Members at sporting events.

“Membership” means membership of the Members Club.

“Membership Fee” means the fee payable for a Membership as appropriate.

“Membership Term” means the time from a Membership Commencement Date until the agreed upon expiration date, usually 31 December of the year following the Commencement Date.

“Non-Sporting Event” means any event other than a Sporting Event and excluding any Internationally Significant Event.

“Private Function” means any event or function held at the Stadium which is not open to the public or to Members.

“Rules” means these Sky Stadium Members Club Membership Rules.

“Seating Rights” means the outdoor reserved seat in the Bowl assigned to each Membership.

“Sporting Event” means any event which the Trust, in its absolute discretion, determines is a sporting event and which is held at the Stadium, but excluding any Internationally Significant Events as specified by the Trust.

“Stadium” means the Wellington Regional Stadium, currently known as Sky Stadium at Waterloo Quay, Wellington and includes all areas inside the entry gates to the Stadium and including the Fran Wilde Walkway, entry gates and carparks, but excluding all areas subject to a tenancy or lease.

“Ticket” means a ticket issued by the Trust or an Event promoter for an event granting a person admission to the Stadium to attend that Event.

“Transfer Date” means the date referred to in Clause 4.6.

“Transfer Fee” means the administration fee set by the Trust from time to time, which is payable by a Transferring Member upon transferring their Membership pursuant to Clause 4.

“Transfer Notice” means a Transfer Notice referred to in Clause 4.3, in the form set out in Schedule 1, or in such other form as prescribed by the Trust from time to time.

“Transferee Member” means a person to whom a Transferring Member wishes to transfer their Membership.

“Transferring Member” means a Member wishing to transfer their Membership pursuant to Clause 4.3.

“Trust” means The Wellington Regional Stadium Trust Incorporated.

“Trust’s Payment Terms” means the payment terms upon which the Trust offers Memberships for sale, or requires payment of any other monies from Members as determined from time to time by the Trust. Such Trust Payment Terms are to be communicated by these Rules, or in such other manner as the Trust may deem appropriate.

1.2 In these rules, unless the context otherwise requires:

- a. Words, including defined terms, importing the singular, import the plural and vice versa.
- b. The expression “person” includes a statutory authority, incorporated or unincorporated body, and an individual.
- c. When any word or phrase is given a defined meaning, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning.

1.3 Clause headings are inserted for convenience only and shall be ignored in construing these Rules.

1.4 These Rules replace and supersede all previous publications and correspondence from, and representations made by the Trust and shall prevail in the event of conflict. Notwithstanding the foregoing however, in the event of any conflict between these Rules and the Entry Conditions, the Entry Conditions shall prevail.

1.5 These Rules and all benefits conferred by these Rules shall come into force and take effect from 1 January 2021.

2. Membership

2.1 Membership of the Members Club shall be open to any person, business or entity, subject to payment in full of the purchase price for Membership in accordance with the terms of sale offered by the Trust at the time of purchase. The Trust has sole discretion to accept or decline an application for Membership. Upon acceptance of the application and payment of the purchase price in accordance with the Trust’s Payment Terms, the applicant shall be deemed a Member of the Members Club and deemed to have accepted these Rules.

2.2 Members shall enjoy the privileges and benefits of Membership, as set out in Clause 3, for the Membership Term.

2.3 There shall be no limit on the number of Memberships held by a Member.

- 2.4 The maximum number of Memberships in any category shall be limited at the discretion of the Trust. However, the Trust shall be entitled at any time to increase the total number of Memberships available at its discretion provided that the Trust reasonably believes that additional Members will not unreasonably interfere with or limit the enjoyment by Members of their privileges and benefits. All new Memberships shall be issued on the terms of sale offered by the Trust at the time of purchase as determined by the Trust at its absolute discretion.
- 2.5 The Trust shall also be entitled, if it considers it appropriate to do so, to reduce the total number of Members by buying back or redeeming Memberships from Members wishing to dispose of them.
- 2.6 Any Member which is a company or other organisation shall nominate a person in the company or organisation who is to be responsible for the Membership from time to time and shall notify the Trust in writing of such nomination and any changes thereto throughout the Membership Term.

3. Membership Privileges and Benefits

- 3.1 Subject to these Rules, each Member shall be entitled to the privileges and benefits referred to in this Clause 3, provided that, in relation to a non-Sporting Event, the Member has separately purchased an entry ticket for such event and the Members Club Facilities are open.
- 3.2 Each Member is entitled to Seating Rights for all Sporting Events, excluding Internationally Significant Events, and will have first rights of Membership renewal for their reserved seats upon the expiration of their Membership Term for one month after their renewal date has lapsed. After this time seats will be unreserved and therefore available to new Members or for sale to the general public.
- 3.3 Seating Rights are for Sporting Events only and do not include non-Sporting Events.
- 3.4 Each Member acknowledges and agrees that there may be Internationally Significant Events held or hosted at the Stadium during the Membership Term which require the Stadium to provide a Clean venue. Notwithstanding anything within these Rules or elsewhere to the contrary, each Member acknowledges and agrees that they shall not be entitled to, nor be provided with, any Membership access, rights, privileges, benefits or facilities for the period advised by the Trust in relation to any Internationally Significant Event.
- 3.5 The Trust, in its sole discretion, shall be entitled to close, or limit access to, any of the Members Club Facilities as the Trust considers appropriate or necessary, or based on the Trust's assessment of the likely level of Member patronage for any particular event.
- 3.6 Subject to these Rules, in particular Clauses 3.1, 3.4, 3.5 and 3.13 a Member shall have access to the Members Club Facilities for all events.
- 3.7 Members' Tiered Seats shall be available for use by all Members and Guests on an unreserved basis, except in the case of full house events where in the absolute discretion of the Trust, the Members' Tiered Seats may be offered to Members in the first instance on a reserved basis, provided that in such a case, the Members first agree to relinquish their Bowl seat.
- 3.8 The Trust reserves the right in its absolute discretion to alter, vary, reduce or increase any of the Members' Facilities, whether permanently or temporarily, and will use all reasonable efforts to notify Members of such changes to the Members' Facilities.

3.9 Subject to Clause 3.10, the Trust shall endeavour to provide Members with a preferential booking privilege for each Non-Sporting Event, enabling that Member to book a Ticket ahead of the public in any part of the Stadium available to the public. The Ticket price payable by Members will be the price payable for Tickets to equivalent seats (as determined by the Trust or Event promoter) on sale to the general public, provided the Trust or promoter may at its discretion offer Tickets at a lower price to Members.

3.10 The preferential booking privilege is always subject to there being sufficient lead time to provide a Members' preferential booking period prior to a Non-Sporting Event. If that is not practicable for any particular Non-Sporting Event, the Trust may in its discretion decline to offer the preferential booking privilege to Members for that Non-Sporting Event. Notwithstanding this, the Trust shall exercise reasonable endeavours to ensure that the preferential booking privilege is available for as many Non-Sporting Events as possible.

3.11 The terms and conditions for preferential booking for each Non-Sporting Event or series of Non-Sporting Events shall be determined by the Trust from time to time at its discretion. The Trust shall be entitled to determine whether for any Non-Sporting Event or series of Non-Sporting Events, the privilege shall be extended to entitle a Member to book more than one seat for each Membership held.

3.12 Members shall also receive privileges at other venues as the Trust may arrange from time to time, subject to change and the terms and conditions of entry of such venues. As at the date of these Rules these privileges includes admission to:

- the Basin Reserve for cricket events, that are not Internationally Significant Events, without charge including access to the R.A. Vance Stand and the Long Room (subject to seating capacity and availability);
- certain member facilities at Eden Park, Forsyth Barr Stadium, ANZ Stadium and the Gabba for certain events where an entry ticket is bought separately and access to such member facilities has been arranged prior.

3.13 The Trust shall be entitled to make alterations, and/or undertake repairs and maintenance to the Members' Facilities at any time in the Trust's sole discretion, and the Trust shall be entitled to close any of the Members' Facilities to enable the Trust (and/or the Trust's contractors) to carry out such alterations, repairs, or maintenance in the Trust's sole discretion.

3.14 The Trust may invite or may permit selected corporate organisations and/or other individuals to have access to and use of the Members' Facilities as Guests during Events in the Trust's sole discretion. Any such invitees or Guests permitted to use the Members' Facilities shall be required to adhere to these Rules as applicable.

4. Transfer of Membership

4.1 A Member may transfer or assign that Member's Membership in accordance with this Clause 4.

4.2 All transfers of Membership shall be subject to the prior written approval of the Trust, which shall not be unreasonably withheld. A Member shall not transfer, assign, dispose of or change that Member's Membership, or any interest in such Membership, except in accordance with the Rules.

- 4.3 A Member wishing to transfer or assign that Member's Membership ("the Transferring Member") shall give notice to the Trust by way of a Transfer Notice or in such other form as the Trust may prescribe. The Transfer Notice shall be accompanied by the Member's Card(s) and payment of the Transfer Fee.
- 4.4 The Trust shall within 10 Business Days of receiving the Transfer Notice, Transfer Fee and Member's Card(s) advise the Transferring Member whether or not it approves the proposed transfer. No proposed transfer will be accepted by the Trust in relation to a Membership that is not fully paid-up for the entirety of the Membership Term.
- 4.5 The Trust may decline to deal with any Transfer Notice that is not signed by the Transferring Member and the Transferee Member, nor accompanied by the Member's Card(s), Transfer Fee or otherwise completed incorrectly or incompletely.
- 4.6 Unless the Trust agrees otherwise with the parties, a Membership shall be deemed to have transferred to a Transferee Member on the later of the following ("the Transfer Date"):
- a) the date of the written notice of approval by the Trust of the Transfer Notice; or
 - b) payment of the Transfer Fee and any other monies outstanding or payable to the Trust by the Transferring Member; or
 - c) the transfer date contained in the Transfer Notice.
- 4.7 Upon a transfer of Membership, the Trust shall, after the Transfer Date, issue to the Transferee Member a new Member's Card(s).

5. Members' Card

- 5.1 The Trust shall issue to each Member a Member's Card identifying that Member. The Member shall keep the Member's Card safe at all times and shall immediately notify the Trust if it is misplaced or lost. Each Member shall pay the Member's Card Replacement Fee for any replacement Member's Card that the Trust reissues.
- 5.2 A Member may allow another person to enjoy the privileges and benefits of that Member's Membership in place of the Member for a particular Event, provided that the other person carries the Member's Card and complies with these Rules as if that person were a Member.
- 5.3 It shall be the responsibility of each Member to ensure that any person using the Member's Card as a Member's Guest understands and complies with these Rules.
- 5.4 The Trust shall be entitled to require that the Member's Card or Guest Pass be displayed on the person at all times, and the Member agrees to only wear the lanyard provided by the Trust along with the Member's Card or Guest Pass when a Member or Guest is using the Members' Facilities.
- 5.5 The Trust shall be entitled to withhold any privileges or benefits (including admission to the Stadium and/or any of the Members' Facilities) to a Member or Guest not carrying and displaying on request the Member's Card or Guest Pass.

5.6 Where a Member transfers Membership in accordance with these Rules, the Member's Card issued to the Transferring Member shall be surrendered and cancelled and a new Member's Card shall be issued in the name of the Transferee Member in accordance with Clause 4.7.

5.7 The Member's Card shall at times remain the property of the Trust, or its nominated sponsor, and shall be used in accordance with these Rules and the Entry Conditions.

6. General Obligations of Members

6.1 Each Member and Guest shall, when using the Members' Facilities, maintain an appropriate standard of dress specified by the Trust from time to time at its discretion.

6.2 No Member or Guest shall at any time when using the Members' Facilities behave in a manner that is contrary to the law, contrary to these Rules, or contrary to the Stadium's Entry Conditions, does not comply with the Ticket terms and conditions in relation to any Event, is noisy, offensive, harmful or causes nuisance, offence or disturbance to others present or to an Event.

6.3 If the Trust, in its absolute and sole discretion, considers any Member or Guest is acting in breach of Clause 6.2 it may, without limitation, require the Member or Guest forthwith to leave the Stadium or the Members' Facilities and/or to forfeit their Ticket or Tickets.

6.4 No Member or Guest shall, except with the prior written permission of the Trust, permit the Members' Facilities to be used for the purposes of journalism, sports reporting, photography, radio broadcasting, television or film recording or video taping of any kind, either live or delayed, but this shall not prevent the bona fide taking of photographs, filming or video recording for private and amateur purposes when permitted by the Trust or the promoter of an Event.

6.5 Each Member and Guest shall comply with and follow the reasonable requirements, directions and policies of the Trust (including any of the Trust's staff or contractors, and/or the caterers, Event promoters, or security personnel engaged at the Stadium, or any other person acting with the lawful authority of the Trust) in relation to the use of the Members' Facilities and any other matter associated with Membership and use of or entry to the Stadium.

6.6 Each Member and Guest shall indemnify the Trust from and against any claim in respect of any loss, injury or damage to the Member's or a Guest's property or person occurring whilst the Member or the Guest is at the Stadium.

6.7 The Trust will employ caterers to carry out the catering in the Members' Facilities. Unless otherwise determined by the Trust, those caterers shall be responsible for the catering for the whole of the Stadium. The Trust shall take reasonable steps to ensure that the standard of the catering service provided by the caterers is of an appropriate quality. However the Trust shall be under no obligation or liability to any Member or Guest for any failure by the caterer or caterers to meet those standards or to comply with any arrangements made with that Member or Guest or to provide a catering service at any time.

6.8 The cost of all catering for a Member or a Guest at the Stadium (including the supply of beverages) shall be borne by that Member or Guest and paid for at the time of supply, unless otherwise agreed with the Trust or the caterers in advance.

- 6.9 Each Member and Guest shall use the Members' Facilities and all fixtures and fittings in the Stadium for the purposes for which they are intended and shall indemnify the Stadium from and against damage to them caused by the wilful or negligent acts or omissions of that Member or Guest.
- 6.10 Each Member and Guest shall promptly pay all accounts for goods or services rendered to that person in accordance with the Trust's Payment Terms.
- 6.11 Each Member and Guest shall comply with the reasonable directions or requirements of the Trust (including any of the Trust's staff or contractors, and/or the caterers, Event promoters, or security personnel engaged at the Stadium, or any other person acting with the lawful authority of the Trust) in relation to the carrying or possession of glass, cans or other dangerous items in the Stadium.
- 6.12 The Trust may, in its sole and absolute discretion, regulate the hours during which Members and Guests shall be entitled to use the Members' Facilities on Event Days, and shall endeavour to notify Members and Guests prior to the Event of any areas which will not be available. The Trust shall also be entitled to decline access to the Members' Facilities (or any of them) on any occasion in the interests of safety or to maintain order or for any other reason in the Trust's sole and absolute discretion.
- 6.13 Smoking or vaping is not permitted anywhere in the Stadium at any time except in areas designated as smoking areas by the Trust (if any).

7. Payments to the Trust

- 7.1 All payments shall be made in accordance with the Trust's Payment Terms.
- 7.2 No Membership shall commence until payment is received by the Trust in accordance with the Trust's Payment Terms.
- 7.3 In the event of any default in payment of any monies due to the Trust, including any monthly instalment of the Membership Fees, the Trust reserves all those rights set out in these Rules including Clauses 8.1(a), 8.7 and 15, and any other rights at law.
- 7.4 All payments made by credit card may incur a credit card payment fee.

8. Cessation of Membership

- 8.1 A Member shall, subject to clause 8.7, cease to be a Member by termination of their Membership:
- a) if the Member has failed to pay to the Trust any monies payable to the Trust when due or has otherwise failed to comply with the Trust's Payment Terms and such failure continues for a period of not less than 10 Business Days after notice has been given by the Trust to the Member demanding payment and specifying the consequences if the Member fails to pay;
 - b) subject to Clause 8.2, if the Member resigns by giving notice to the Trust;
 - c) upon a transfer of their Membership, pursuant to Clause 4;

- d) if the Stadium is damaged or destroyed and notice of termination is given by the Trust to the Member in accordance with Clause 10.1;
- e) if the Member or any Guest of the Member is guilty of misconduct in accordance with Clause 8.3 and notice of termination is given by the Trust to the Member in accordance with Clause 8.4; or
- f) at the expiry of the term of Membership.

8.2 If a Member gives notice in accordance with Clause 8.1(b), such notice shall only be valid if the Member has paid in full all monies payable or due to become payable, such as instalment payments, in accordance with that Member's Membership Term.

8.3 A Member shall be guilty of misconduct entitling the Trust to terminate Membership by notice to the Member if the Member or any Guest of the Member:

- a) is guilty of conduct in the Stadium which in the sole discretion of the Trust (which shall be final) is unacceptable conduct and continues or persists with such conduct for a period of at least one month after notice has been given by the Trust to the Member specifying the misconduct complained of and requiring the Member or the Guest to desist from such conduct; or
- b) is guilty of misconduct sufficiently serious as to warrant immediate termination, as determined by the Trust in its sole and absolute discretion.

8.4 In the event of either of the instances referred to in Clause 8.3 occurring, the Trust may immediately terminate the Membership of the Member by notice of termination to the Member.

8.5 The Trust may in its sole and absolute discretion terminate any or all of the other Memberships held by any Member found guilty of misconduct pursuant to Clause 8.3, if that Member holds more than one Membership.

8.6 Without limiting the generality of Clause 8.3(a), conduct giving rise to termination of Membership may include persistent failure to pay any account when due to the Trust or to the caterer at the Stadium or to any other organisation connected with the Stadium.

8.7 Pending the Trust's resolution of any issues relating to a Member's or a Member's Guest's alleged misconduct or as an alternative to the termination of Membership pursuant to Clause 8.1(a) or 8.4, the Trust may suspend the Member's Membership, and the privileges and benefits thereof for such period and on such terms as the Trust may determine in its sole and absolute discretion, and Clauses 8.5, 8.6 and 8.8 shall apply for such period of suspension as if it were a termination.

8.8 The Trust shall not be liable to any Member or Guest for any loss caused to that Member or Guest by any termination of Membership(s), pursuant to Clauses 8.1, 8.4 or 8.5 or any suspension of Membership pursuant to Clause 8.7.

9. No Liability on Termination of Membership

9.1 Upon termination of any Membership, the Trust shall have no liability to refund to the Member the purchase price paid by the Member for that Membership or to compensate the Member in any way.

9.2 No Member whose Membership has been terminated shall be entitled to transfer the Membership pursuant to Clause 4.

10. Damage or Destruction of the Stadium

10.1 If the Stadium or any part thereof is damaged or destroyed by fire, earthquake, storm or other cause, and is so damaged as to render it impracticable in the opinion of the Trust (which it shall be entitled to form at its discretion without having to give reasons therefor) to reinstate it, then each Membership shall cease as from the date notice of such damage or destruction and termination of such Membership is given by the Trust to the Member, and the Trust shall have no further liability to the Member.

10.2 If the Stadium is damaged but not in such a way as to render it impracticable in the opinion of the Trust to reinstate it, then the Trust shall, subject to obtaining all necessary statutory and regulatory approvals and subject to the rights of mortgagees (if any), forthwith with all reasonable speed, arrange for such damage to be repaired. The Members' privileges and benefits shall be suspended for such period and on such terms as are considered appropriate by the Trust, while the repairs are carried out. In carrying out the repairs, the Trust shall not be bound to expend any more than the amount of insurance monies received by it.

11. Alteration of Rules

11.1 The Trust may at any time in its sole and absolute discretion alter these Rules. The Trust will use its reasonable endeavours to notify Members of such alterations to these Rules.

11.2 The Trust shall be entitled to alter the name of the Members Club and names of the Members' Facilities from time to time.

12. Notices

12.1 Any notice given by the Trust to Members shall (unless otherwise stated in these Rules) be in writing and shall be deemed to be sufficiently given if sent by pre-paid post or delivered or sent by email to the address last given by the Member to the Trust, or in relation to a corporate, to its Registered Address or Address for Service.

13. Register of Members

13.1 A register of Members will be kept by the Trust containing each Member's contact details and other relevant data in order to manage the Membership of each Member (personnel information).

13.2 Each Member, by virtue of that Member's application for Membership and acceptance of these Rules, consents to the Trust sending it communications relating to events at the Stadium and the Members Club. Members also consent to the Trust holding, using and/or disclosing the personal information for research, promotional, marketing, publicity and/or statistical purposes without compensation.

13.3 Members have the right to access and request correction of any personal information pursuant to the Privacy Act 2020.

14. General

14.1 All matters affecting the rights and obligations of the Members which are not dealt with by these Rules may be determined by the Trust.

14.2 Any act which may be done by the Trust may also be done by an employee or agent of the Trust authorised for that purpose by the Trust.

14.3 A copy of these Rules (as amended from time to time) shall be available on the Trust's website (<http://www.skystadium.co.nz/>).

15. Penalty Interest

15.1 If a Member defaults in payment of any monies payable to the Trust pursuant to these Rules, then the Member shall on demand pay default interest to the Trust on the monies so unpaid at the rate of 12 percent per annum from the due date for payment until the date of actual payment. Acceptance of interest shall be without prejudice to any other remedies of the Trust pursuant to these Rules or otherwise at law or in equity.

16. Liability of Trustees

16.1 The liability of the trustees of the Trust in any matter connected with the Stadium or these Rules and the Members Club shall at all times be limited to the assets of the Trust from time to time in their hands as trustees.

Schedule 1: Sky Stadium Membership Transfer Notice

1. Transferring Member

Company (if applicable): _____

First Name: _____

Surname: _____

Address: _____

Suburb: _____

City: _____ Postcode: _____

Phone (Home): _____ Phone (Work): _____

Phone (Mobile): _____

Email address: _____

STA Number: _____

Membership card(s) to be returned with this Transfer Notice

2. Transferee Member

Company (if applicable): _____

First Name: _____

Surname: _____

Address: _____

Suburb: _____

City: _____ Postcode: _____

Phone (Home): _____ Phone (Work): _____

Phone (Mobile): _____

Email address: _____

3. Transfer Date (effective date for membership transfer)

Date: _____

4. Address to which new Member's Card should be sent (if different from [2] above)

Address: _____

5. Signature of Transferring Member

Signature: _____

Date: _____

6. Acceptance

I, _____ (Insert full name of Transferee Member)

Hereby

- (a) agree to accept a transfer of the Transferring Member's membership of the Sky Stadium Members Club, and
- (b) attach the payment confirmation of the Transfer Fee, and
- (c) agree to be bound by the Membership Rules, as varied from time to time by the Trust.

7. Signature of Transferee Member

Signature: _____

Date: _____

* Please note that transfer of Membership(s) is subject to approval of the Trust in accordance with the Rules.