

Entertainment Venues Association of New Zealand Consumer Code

(“Consumer Code”)

Objectives

This Consumer Code is one of two documents comprising the EVANZ Code of Practice (the other being the Industry Code). The Consumer Code is intended to give you confidence in the Tickets you purchase for shows or events presented by EVANZ Members. The Industry Code sets out the voluntary guidelines and mandatory rules for EVANZ Members.

Shows or events may include arena events, concerts, festivals, theatre, opera, dance, spectaculars, and any other public performances or gatherings.

The Objectives of the Code are:

- to promote and observe a high standard of consumer protection in relation to Tickets, including the application of Terms and Conditions, rights of entry, replacement Tickets, and refunds; maintain the integrity of the ticketing process;
- to ensure that all Members comply with the standards of consumer protection established by the Code;
- to provide guidelines on the fair resolution of Ticket-related consumer complaints;
- create a model of industry best practice for both the primary ticket market and the secondary ticket market;
- inform consumers of the standards of consumer protection established by the Code;
- provide consistency with relevant consumer protection laws and therefore assist all Members with compliance;
- provide industry and consumer guidance regarding resellers; and
- provide guidelines regarding the fair resolution of Ticket related complaints and disputes.

The Code is a voluntary industry code of practice. The Code is not and does not seek to be a binding legal document. The Code does not create rights in Consumers, Consumer protection is provided by the Fair Trading Act 1986 and the Consumer Guarantees Act 1993.

However, compliance with this Code (both the Industry and Consumer Codes) is a condition of membership for all Members. If a Member fails to comply with the Code, its membership may be revoked. Other consequences of non-compliance with the Code are set out in the Industry Code. Nothing in this Code restricts in any way any non-excludable legal rights which you may have at law (for example, your rights relating to consumer guarantees).

Any capitalised terms in this Consumer Code are defined in the Industry Code.

How is the Code enforced?

The Code encourages self-regulation by Members.

To lodge a complaint, you should first contact the relevant Member. The Member is required to have a complaints handling procedure to engage with you to resolve your complaint constructively and in accordance with the Code.

If your complaint is not resolved at that stage, then either you or the Member may contact the EVANZ Complaints Officer at gm@evanz.co.nz. The primary role of the EVANZ Complaints Officer is to ensure that the Venue has correctly applied the terms of the Code.

If you wish to understand how the Code is monitored and reviewed, please refer to the EVANZ [Industry Code of Practice](#)

How is the Code interpreted?

Where there is any doubt about the intent or scope of this Code, it should be interpreted in the light of the Objectives set out above.

When interpreting the Code, Members will have the Objectives in mind, and the decision of the EVANZ on matters of interpretation will, to the extent permitted by law, be final.

Who's who?

Members are all Venues, Promoters (which includes promoters), Resale Platforms and/or any other organisations that are registered members of EVANZ, including associate members.

Venues enter into contracts and agreements with people who wish to use those Venues to present a show or an event (Promoters).

To attend the Presenter's show or event, you will need to purchase a Ticket from the Promoter and Venue.

Tickets are usually sold to you by a ticket seller as the agent for the Venue or the Promoter. You may for some events be able to purchase Tickets through a authorised or unauthorised Resale Platform.

The Ticket gives you the right, subject to the Ticket Terms and Conditions of Sale and Entry ("Terms and Conditions"), to attend the show or event.

YOUR RIGHTS WHEN YOU BUY A TICKET

When you buy a Ticket, the Terms and Conditions set out the conditions applicable to that show or event.

Agreement with the Terms and Conditions will be a condition of your Ticket purchase. Your agreement will be sought whether you buy the Ticket online, over the phone, in person at the Venue, or at a box office.

Online

Before you enter the required details to pay for the Ticket, the Terms and Conditions should be readily available for you to read, with any important terms highlighted/accented, and you should be required to indicate your acknowledgement and acceptance of them (usually by ticking a box).

Over the phone

Before you give the required details to pay for the Ticket, you should be told about any important terms and conditions of sale, with the more detailed Terms and Conditions made available to you upon request (for example, via a website).

In person

The Terms and Conditions should be prominently displayed at the sale counter and you should be required to indicate agreement to any important terms and conditions of sale before you agree to buy the ticket.

If you agree to the Terms and Conditions and buy a Ticket, you will be bound by them.

Where possible a summary of Terms and Conditions (including any particularly important or unusual terms) should be printed clearly on the Ticket or accompanying literature. Nothing in the Terms and Conditions should attempt to limit any statutory rights that you have. Unqualified statements such as “No refunds or exchanges” must not be used, as this may mislead you about your statutory rights, including those under the Fair Trading Act and Consumer Guarantees Act.

Terms and Conditions remain in effect even when the person in possession of the Ticket changes. Tickets will continue to be subject to the Terms and Conditions even when the Ticket is transferred or validly assigned. Any subsequent bearer of the Ticket is bound by the same Terms and Conditions. In some cases, the Terms and Conditions may include a restriction on the ticket purchaser’s right to transfer or resell the ticket. Selling in breach of a resale restriction, or otherwise acting in breach of the Terms and Conditions, may allow the issuer of the Ticket to cancel the Ticket and/or refuse entry to the bearer of the Ticket.

If you do not comply with a Ticket’s Terms and Conditions, then the Ticket can be cancelled. Depending on the Ticket’s Terms and Conditions, you may not be entitled to a refund.

What if I lose my Ticket?

If you have validly used a ticketing agent’s “print at home” option, you can print off another copy of the Ticket. A Venue may refuse to honour the Ticket/s if you appear have tampered with, altered, or defaced the Ticket in any way.

If you have a hard copy Ticket issued to you, you should take good care of it. A good “rule of thumb” is to treat a Ticket as if it were cash – especially if it is a General Admission ticket with no allocated seat on it (see below). If you do lose your Ticket you should contact the ticket agent you purchased it from as soon as possible.

Depending on the Terms and Conditions, your Ticket should be able to be reissued where you can provide proof of purchase, and you had an allocated seat at the show or event. The ticket agent may charge you a reasonable fee to reissue your Ticket, as compensation for the time and materials involved in doing so.

General Admission tickets generally cannot be replaced unless they bear a unique barcode or identifier that means the specific Ticket can be cancelled and reissued. Otherwise, the Promoter and Venue cannot be sure that the original ticket will not be used by someone else (for example, by someone who finds it, or has stolen it).

For this reason, Members will encourage all Promoters to use and issue Tickets that carry unique barcodes or identifiers so that Tickets can be cancelled and reissued.

If you received a free or complimentary ticket from someone, you will need to contact the person who gave it to you instead, as the ticket agent will have no record of dealing with you.

Can I get refund if the show or event is cancelled, rescheduled, or relocated?

If the show or event is cancelled by the Promoter, you should receive a full refund of the Ticket price. If you are not contacted by the organisation who sold you the Ticket in a timely manner after cancellation occurs, you should apply directly to them for a refund with proof of your Ticket purchase.

Please note that refunds only apply to Tickets that have been purchased. You will not be entitled to a refund if your Ticket was free or complimentary.

The Terms and Conditions usually allow a Promoter to reasonably vary the date or location of the show or event. If a show or event is rescheduled or relocated, the organisation who sold you the Ticket should advise you as soon as practicable. Your contact details are generally obtained at the point of sale for this purpose. You will generally be provided the opportunity to attend the rescheduled event. Reasonable efforts should also be made to ensure that you are entitled to seating in a similar location at the rescheduled or relocated show or event.

Occasionally a show or event is cancelled part-way through for unforeseen circumstances that arise during its performance. Sometimes the show or event is rescheduled, but often it can't be.

If this occurs your right to a refund, and the extent of the refund, will depend on the nature of the event and the proportion of it that had already been performed when it was stopped. If a show or event is stopped during its running time the Promoter may determine that a partial refund will apply, and may provide a refund of an amount or credit that is reasonable in the circumstances. When considering what is fair and reasonable in the circumstances, the Promoter should consider how much of the show or event has been performed, and the nature of the show or event. For example, a shortened concert may provide a fuller experience than an interrupted play, where you are prevented from seeing the end of the play. Similarly, a show or event that was nearly finished may provide a fuller experience than one that is half finished.

If I am entitled to a refund, what costs are refundable?

Full refunds cover the entire cost of the Ticket. Depending on the Ticket Terms and Conditions and the cause of the refund, the refund amount may just be the price of the Ticket exclusive of fees and associated purchases (including but not limited to donations, refund protection, and merchandise)

Partial refunds may be offered in some circumstances as set out above.

You will not be reimbursed for any "out-of-pocket" expenses such as the cost of travel, parking, childcare, annual leave/lost work time, and/or accommodation. When you decide to attend a show or event you are encouraged to obtain sufficient ticket or travel insurance cover for these sorts of expenses.

When am I likely to have my refund request refused?

Subject to any rights that you may have under consumer legislation, or the Terms and Conditions of the Ticket, a Presenter or Venue is not required to provide a Ticket exchange or refund where:

- you do not attend the show or event for reasons including illness, transport failure or delay, work or family commitments, or you otherwise choose not to attend the show or event that you purchased the Ticket for; or
- you arrive late to a show or event with a specified “curtain” time, and are refused entry on the grounds that latecomers will not be admitted. If latecomers are not to be admitted this will be made clear in the Terms and Conditions of sale for the particular Ticket; or
- you are refused entry or evicted from the Venue on valid grounds (see rights of entry below); or
- an understudy has performed in the place of a main performer, provided you were made aware of the potential use of an understudy; or
- a support act is replaced, provided you have been made aware of the change before the show or event; or
- you already hold a Ticket, and the Promoter lowers the pricing or conditions of the remaining Tickets in response to consumer demand or releases additional seats; or
- your Ticket has not been purchased from an authorised ticketing service provider.

What if I bought my Ticket from an unauthorised seller?

You should only purchase Tickets from the official ticketing service for the show or event, as authorised by the Presenter or Venue.

Ticket “scalping” involves the resale or offer for resale of Tickets at a premium price (i.e. higher than the price shown on the Ticket) by a ticket seller who has not been authorised by the show or event presenter. This includes tickets bought on Trade Me and other similar sale websites at above face value.

Ticket scalping often constitutes a breach of the Ticket’s Terms and Conditions.

Purchasing a Ticket from a reseller

A Ticket purchased from a Reseller may not guarantee you entry into an Event. If the Ticket was stolen by a Reseller or purchased with a stolen credit card and subsequently cancelled, you may be refused entry to the Event.

In the case of an Event cancellation, the original seller will provide a refund to the original Ticket purchaser. When you buy a Ticket directly from a private Reseller, you enter into an agreement to buy a “secondary ticket”. If you wish to receive a refund, then your recourse is with that Reseller. This means that there is no guarantee that the refund provided to the original purchaser (and private Reseller) will be passed on to you.

If you bought tickets from an authorised Resale Platform or resale trader, you will have rights to a refund under the Consumer Guarantees Act. Some Resale Platform operators will offer Resale Platform Guarantees, which also provide for refunds in certain instances. If you have

bought a secondary ticket via a Resale Platform, check the terms of the Resale Platform Guarantees for the circumstances in which you may receive a refund.

What are my rights of entry under the Ticket?

A Promoter or Venue may refuse you entry to the Venue, show or event, or evict you after you enter, where:

- you cannot produce a valid Ticket (including where you present a “scalped” Ticket or present a ticket that has already been scanned in); or
- you cannot produce proof of your concession entitlement where a concession Ticket has been purchased; or
- you produce a Ticket that has been altered, tampered with, defaced or otherwise handled or dealt with contrary to its Terms and Conditions; or
- you have in your possession and/or refuse to surrender to the Venue any prohibited object or article including but not limited to photographic, video, and/or sound recording equipment, food or alcohol; or
- you refuse to undergo a reasonable “pat down” check or a search of your possessions and this is a clearly posted entry requirement for the Venue and/or show or event; or
- you arrive late to a show or event with a clearly advertised “curtain time”; or
- your behaviour may cause damage to property or threaten the safety of any other person/s; or
- your behaviour unreasonably interferes with other people’s enjoyment of the show or event, including through the use of cameras, mobile phones, personal computers, paging devices, or other electronic devices; or
- you breach the Venue’s conditions of entry or fail to follow the reasonable directions of Venue staff; or
- you refuse to remain in the area or seat designated on your Ticket.

Compliance: monitoring and reporting

EVANZ will prepare a biannual report on the level of Members’ compliance with the Code (Industry and Consumer Code) and a triannual report on the operation of the Code. Consumers are welcome to make written submissions to the EVANZ Code Reviewer for up to one month before the triannual review is conducted.

Your feedback

EVANZ welcomes your feedback on the Code, which may be sent to gm@evanz.co.nz