

HOYTS Terms of Use

This website (the Site) is operated by The HOYTS Cinemas (N.Z.) Limited Pty NZBN 9429039062765 (HOYTS).

This Site is made available solely for access from places in New Zealand and to users located in, or ordinarily resident in New Zealand.

The following Terms govern your use of this Site and any order or purchase of any product, service, merchandise or ticket (**Product**) from this Site. Your access to and use of the Site is conditional on acceptance of these Terms. Use of the Site indicates your acceptance of these Terms and Conditions. You are not authorised to access or use the Site if you do not accept these Terms and Conditions.

Who May Use This Site

Children under the age of 16 may not purchase any Product on this Site. If you are under the age of 16 and would like to purchase a Product on this Site, please ask your parent or guardian for permission to assist you in this.

Access and Use

You must not use this Site, or any in any manner or for any purpose which is unlawful or contrary to and of these Terms.

HOYTS reserves the right to reject in its absolute discretion any order you place to purchase a Product, or to deny access to this Site, for any conduct that HOYTS, in its sole discretion, believes may breach the law, these Terms, violates the rights of HOYTS or third parties, or is otherwise inappropriate for continued access and use of the Site.

Intellectual Property

Content on this Site, such as graphics, logos and film clips, information, text, material, software or advertisements, (**Content**) is protected by New Zealand and international copyright and trademark law.

Content on the Site must not be modified, copied, reproduced, republished, framed, uploaded to a third party, posted, transmitted or distributed in any way except as expressly provided for on the Site, or as expressly authorised in writing by HOYTS or its affiliates, or as permitted by the Copyright Act. Strictly on the condition that you keep the content intact and in the same form as presented on the network, you may use the content for your personal and non-commercial use.

The HOYTS logo and name are trademarks of HOYTS, and may not be used as part of your business or in connection with any goods or services without the prior written consent of HOYTS.

Your Personal Information and Privacy

HOYTS' Privacy Policy (available [HERE](#)) forms part of these Terms, and includes important information about how we may retain and use personal information about you gathered in the course of your use of this Site or purchase of any Product from this Site. By using this Site, submitting content to this Site, or purchasing any Product from this Site, you consent to HOYTS retaining and using your personal information in accordance with the Privacy Policy.

Sale of Tickets

Tickets are also made available subject to the classification of the relevant film given by the Office of Film and Literature Classification. By purchasing a ticket, you represent that you (and any persons for whom you purchase a ticket) are of an age permitted to purchase a ticket pursuant to the relevant classification for the film. HOYTS reserves the right to request proof of age identification before permitting entry into films based on their classification, and refuse entry to you if you are not legally entitled entry to the film. Unless otherwise stated all transactions are denoted in New Zealand dollars.

In cinema

Movie tickets can be purchased on Site in cinema by cash, credit card, HOYTS gift card or HOYTS movie voucher.

Movie tickets purchased on Site in cinema are non-refundable and are not available for exchange, unless required by law. No refunds will be given if you have simply changed your mind.

Online channels

Movie tickets can only be purchased via HOYTS online channels such as HOYTS.co.nz, m.HOYTS.co.nz or the HOYTS mobile app by credit card, HOYTS gift card, HOYTS movie voucher, Visa Checkout, MasterPass or Paypal transactions.

Movie tickets purchased via the above HOYTS online channels can be collected at the relevant cinema.

Movie tickets purchased via the above HOYTS online channels are non-refundable and are not available for exchange, unless required by law. No refunds will be given if you have simply changed your mind.

Prices shown on the above HOYTS online channels include GST where applicable.

No Free List

Certain screenings may be subject to a “no free list” or “no free tickets” (NFT) restriction, which HOYTS may apply at its discretion. HOYTS will not accept complimentary tickets for screenings where a NFT restriction applies.

Seat Allocation

Where allocated seating is applicable, seat reservation for movie tickets purchased on Site in cinema or via the HOYTS online channels are on a "best available" basis. Seats are allocated via a prescribed computer program or can be selected by the customer.

By purchasing movie tickets on Site in cinema or via HOYTS online channels, you agree that:

- (a) you will accept the seat reserved for each ticket purchased; and
- (b) we make no warranties or representations to you that you will be seated in a particular seat, row or section of the relevant cinema. HOYTS Cinema Management team reserves the right to re-allocate seats at their discretion.
- (c) You agree that we may, at our discretion, refuse to sell movie tickets to you or withdraw any movie tickets from sale.

Movie tickets are made available subject to the classification of the relevant movie given by the Office of Film and Literature Classification. Where concession tickets are purchased, suitable identification must be presented upon collection of the tickets.

Product Terms & Conditions

Go to hoysts.co.nz for the complete Terms & Conditions for our complimentary passes, gift passes, gift cards (including e-gift cards), super savers and vouchers.

Competitions and Promotional Offers

HOYTS may use the Site to run competitions and other promotional offers. You acknowledge that by participating in such competitions and promotional offers, you have read and agree to be bound by any additional terms and conditions applicable to those competitions and promotional offers.

Returns Policy - Vouchers / Gift Cards

- Prepaid movie vouchers and gift cards cannot be replaced or refunded if lost, stolen or damaged.
- Prepaid movie vouchers and gift cards cannot be refunded and change will not be given irrespective of cinema pricing.
- Prepaid movie vouchers and gift cards cannot be exchanged for cash.

Other Merchandise

If a receipt is presented, HOYTS reserves the right to assess the condition and age of returned goods prior to offering a repair, exchange or refund. This may result in a repair, exchange or refund being refused. If a refund is provided it will be issued using your original payment method, unless payment was made with cash, in which case a gift card will be issued with the relevant amount.

If a receipt or proof of purchase is not presented, HOYTS reserves the right not to offer an exchange or refund.

HOYTS is not obliged to offer a refund if you change your mind.

If a receipt or proof of purchase is presented, HOYTS may exchange products of equal value (only if stock is available at that location) if:

- the goods are the wrong size or colour;
- sew in labels are still attached;
- the product is in its original packaging, including instructions manuals and all accessories, where applicable;
- the item is unworn, unused and in saleable condition.

Links and Advertisements

This Site includes links to other websites (Linked Websites). Unless otherwise stated at those websites, those websites are not controlled by HOYTS. By using those links, you acknowledge and agree:

- HOYTS is not responsible for the availability of, or in relation to, content located on or through a Linked Website.
- inclusion of a Linked Website on this Site does not imply any endorsement of the Linked Website by HOYTS or its affiliates or their respective directors, officers or employees; and
- you link to any Linked Website at your own risk.

To the extent that this Site contains or links an advertisement by anyone other than HOYTS, including referral buttons and embedded hyperlinks, (Third Party Advertisement) any such

advertisement is paid for by the relevant advertiser and does not represent a recommendation or endorsement by HOYTS or its affiliates or their respective directors, officers or employees.

Where a Third Party Advertisement contains offers of products by an advertiser, you may be permitted to accept that offer by linking to a Linked Website and executing the relevant transaction. Such product offers are not made by HOYTS, and the third party supplier is solely responsible to you for the delivery to you of any product or service you purchase at a Linked Website.

Important Limitations of HOYTS' Liability

The New Zealand Consumer Law may confer certain non-excludable rights and remedies on you in relation to access to or use of this Site and provision of a Product (Consumer Rights). HOYTS does not exclude any Consumer Rights, but does to the extent permitted by law exclude all other conditions and warranties implied by custom, law or statute. Subject to your Consumer Rights, and to the maximum extent permitted by law:

- you acknowledge and accept the risk that any communication to or from the Site may be intercepted, used or modified by third parties;
- you accept all risks and responsibility for all loss, damage, costs and other consequences resulting from your use of the Site or the material on or accessible through the Site;
- HOYTS may change any of the material on the Site at any time without notice and is not obliged to update any material on the Site;
- the Site and all Content is provided on an “as is” basis and without warranties of any kind, either express or implied;
- HOYTS and its suppliers do not warrant that this Site or any Content, or any user generated content, is fit for a particular purpose or of merchantable quality;
- HOYTS and its suppliers do not warrant that any Content or your access to this Site will be uninterrupted or error-free or that the Site or any material on or accessible through the Site is free from errors or viruses, worms, trojan horses, time bombs, cancelbots or other harmful components; or that any defects in this Site or Content will be corrected;
- HOYTS does not warrant that this Site or the server which stores and transmits Content to you are free of viruses or any other harmful components; or the results of your access to, this Site (including any related or Linked Website) or any Content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise; and
- HOYTS, its affiliates and their respective agents, employees, directors and officers exclude liability for any indirect, incidental, special or consequential damages, including (but not limited to) losses or damages for loss of business or profits, business interruption, loss of information, or damages arising out of the reliance on, use of or inability to use the material or information available on or accessible through the Site, which results from any use or access of, or any inability to use or access, this Site or any Content.

HOYTS' liability for breach of any implied terms, warranties or conditions is limited to the maximum extent permitted by law, and in the case of Consumer Rights, to any of the following (at HOYTS' option):

(a) in the case of services supplied or offered by HOYTS, at HOYTS' option, the supply of the services again or the payment of the cost of having services supplied again; and

(b) in the case of goods supplied or offered by HOYTS, at HOYTS' option, the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired (in that order).

Your Indemnity

HOYTS relies on your continued observance of these Terms. If HOYTS suffers any loss or damage or incurs any costs in connection with any breach by you of these Terms or any applicable law, then you agree to indemnify HOYTS, and its officers, directors, shareholders, employees, consultants, agents and related bodies corporate for those losses, damages and costs.

Generally

These Terms will be governed by and construed in accordance with the laws of New Zealand. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New Zealand. If any provision of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the agreement which will continue in full force and effect.

We may from time to time change the terms that govern your use of this Site. Your use of this Site following any such change constitutes your agreement to follow and be bound by the terms as changed. We may change, move or delete portions of, or may add to, this Site from time to time.

Conditions Of Entry

Bring Your Id

Photo ID may be required as proof of age for films that have a Restricted classification. Discounted tickets also require the presentation of the applicable discount card, including Seniors, Student and Concession.

Keep Your Ticket With You

All guests aged three and over must have a valid ticket and may be required to produce it for inspection by the cinema team. Children aged two years and under must be accommodated on a ticket-holding guest's lap.

Respect Other Guests In The Cinema

Please refrain from talking, disturbing others or putting your feet on seats or railings. Also, switch off your mobile phone or keep it on silent while in the cinema.

Keep Prams Or Strollers Out Of The Way

While they can be taken into the cinema, please don't leave them in the aisles or exits. They may be positioned in designated wheelchair areas, however please note wheelchair users have priority, so staff may direct prams or strollers to be positioned elsewhere.

Filming

This premise may be photographed, filmed and recorded for promotional purposes and the resulting materials will be owned by The HOYTS Corporation Pty Ltd.

By entering this area, you consent to your voice and likeness being used by The HOYTS Corporation Pty Ltd, its successors, assigns and licensees without compensation, for exploitation in all media now known or hereinafter devised, worldwide, in perpetuity and you hereby waive any moral, performer's or similar rights you may have in these materials to the maximum extent permissible under applicable law.

If you do not wish to be subject to the foregoing, please speak to a member of HOYTS staff.

Leave Electronic Equipment At Home

The recording, or attempted recording, of films is a serious criminal offence and HOYTS Cinema will report all suspected offenders to police for prosecution.

No filming or recording is permitted on HOYTS premises including foyer areas unless otherwise advised. For any questions regarding this or to seek filming permission contact HOYTS at media@hoyts.co.nz

Hold Onto Your Personal Belongings

HOYTS Cinema does not accept responsibility for any losses or damage incurred.

Dress Appropriately

Neat, casual dress, including footwear, is the minimum standard required at all times.

Butt Out

HOYTS Cinema premises are strictly smoke-free and smoking is not permitted under any circumstances.

Safety First

For the safety and security of guests and staff, please note recorded video surveillance and silent alarms may be in use.

No Outside Food And Drinks

Please note, no food and beverages sourced from outside HOYTS Cinema are allowed in the cinema.

Our Rights - HOYTS Cinema Management Reserve The Right To...

- Refuse guests' entry to the premises.
- Request guests leave the premises without a refund, should they breach any of these conditions of entry.

Inspect any bag at any time on the premises. No alcohol, bottles, cans, aerosols, glass, outside food or beverages, laser pointers, large bags, personal stereos, electronic equipment, rollerblades, bicycles, scooters or skateboards are permitted, unless otherwise advised.