



## **Full Terms & Conditions**

### **Saturday Night Course Only**

The team at Zombie Survival Challenge want to make sure everyone who competes in the challenge stays safe, so like any competition there are rules.

#### **Who we are**

Zombie Survival Challenge Limited brings you New Zealand's first ever Zombie Survival Challenge. In these Terms and Conditions references to "we", and "us" mean Zombie Survival Challenge Limited.

#### **Your agreement with us**

These Terms & Conditions include important information about who we are, our obligations to you, and your obligations to us and other people. If you do not agree to comply with the agreement between you and us you must not participate in the Zombie Survival Challenge.

#### **Age limit**

To participate in our Zombie Survival Challenge you must must be 14 years old or over on the day of the event to participate. Staff reserve the right to ask for an ID to verify your age prior to the challenge starting.

#### **Alcohol policy**

Participants are forbidden from bringing their own alcohol onto the course for the safety of the staff and other participants. We reserve the right to search bags. Participants not complying will be required to leave and fees forfeited.



## **Fitness**

Our games often require participants to travel some distances across undulating farmland and forested areas. You must ensure that you are fit and well enough to compete by reviewing the Zombie Survival Challenge rules prior to registering.

If you have any health or mobility issues that may impair your participation in the Zombie Survival Challenge, you can contact us in advance through our Facebook page: Zombie Survival Challenge. While we cannot give you advice specific to your personal needs, we can give you more general information about the Zombie Survival Challenge to help you decide whether you would like to participate. We will not be liable to you if your ability to participate in a game is limited by your health or mobility issues unless we have advised you incorrectly that a health or mobility issue of which you have notified us will not prevent you from participating in a game.

## **Clothing**

It is strongly advised that participants wear appropriate outdoor clothing and comfortable footwear during the event. We advise wearing thermals during the winter months. A dry set of clothing, beanie and jacket is highly recommended following your event. We will not reimburse you for and will not otherwise be liable for any travel or other costs you incur when competing, or if your ability to participate is limited because you wear inappropriate clothing or footwear.

## **Limited numbers**

Each event has limited places available, so make sure you enter early to avoid disappointment as these events do sell out! We will advise either on the Facebook page [facebook.com/zombiesurvivalchallenge](https://facebook.com/zombiesurvivalchallenge) or on the promotional website [zsc.co.nz](http://zsc.co.nz) when a challenge sells out.



### **Registering online**

To compete you must register online, complete an online booking form and tick the relevant acceptance box to confirm you agree to these Terms & Conditions. You must select the Saturday Night Challenge. Walk up entries on the day will not be accepted unfortunately.

Your entry will be confirmed with a confirmation email acknowledging we have received and acceptance your entry.

### **Your right to cancel a booking**

If you make a booking online you may cancel your booking and receive a refund of any amount you have paid without charge within 7 working days of making your booking, provided the Zombie Survival Challenge has not been run.

### **Our Zombie Survival Challenge location**

Our Zombie Survival Challenge is designed to be played in undulating and forested private farmland. While we may stipulate where the Zombie Survival Challenge may start or finish throughout the game, we do not supervise you directly when moving between checkpoints or to the finish.

### **Changes to Zombie Survival Challenge Rules and Designs**

We reserve the right to make changes to course designs at anytime. Therefore, Zombie Survival Challenges may have different rules or designs to those advertised before their start. We will advise you of any such changes during the mission brief on the day of the event. Normally these changes will be for health and safety, risk management or related reasons.

### **Your behaviour during our Zombie Survival Challenge**

When playing our Zombie Survival Challenge you are responsible for ensuring that you do not put yourself or others at risk of injury or harm. You must not enter any privately owned property outside the designated competition area on the map



provided. You must not use without consent or damage property belonging to anyone else (including, but not limited to, buildings and vehicles). You must not in anyway threaten, intimidate, harass, demean or bullie any other participant, any official, or any member of the public, or in a way that is otherwise unlawful. If you breach any of the terms of your agreement with us, including particularly the obligations set out in this paragraph, we may prevent you from joining the Zombie Survival Challenge (if a Zombie Survival Challenge has not already started) or continuing in a Zombie Survival Challenge (if a game has started). In these circumstances we will not provide you with a refund or allow you to participate in an alternative Zombie Survival Challenge, and will have no further liability to you.

### **What to do if you experience a problem when playing our Zombie Survival Challenge**

If you see any person or property being put at risk when on the course that is contrary to these terms and conditions or any specific rules or instructions, you must tell one of the organisers as soon as possible (even if that means interrupting your participation in a game).

### **Our right to suspend or cancel our Zombie Survival Challenge**

We reserve the right to suspend or cancel a Zombie Survival Challenge at any time for any reason including, but not limited to, for bad weather or where we believe that any person or property may be harmed if a game continues.

### **Your rights if we suspend or cancel our Zombie Survival Challenge**

If we suspend or cancel a Zombie Survival Challenge and the reason for the suspension or cancellation is not your fault we will offer you a ticket to participate in another of our Zombie Survival Challenges or a refund of the ticket price. Providing a replacement ticket or refund will be our sole liability to you if we suspend or cancel a game.



## **Refunds**

In all cases where we make a refund we will process the refund as soon as possible and always within 30 days of notice of cancellation (where you are automatically entitled to a refund) and 30 days of agreement to issue a refund (where a refund is in our discretion). We will usually issue a refund using the same method you used to pay.

## **Safety of your personal belongings**

If you leave your personal belongings or valuables with us we do not accept any liability for loss or damage unless we have failed to provide security measures, which we told you we would provide or have otherwise acting negligently or dishonestly with regard to those personal belongings or valuables.

## **Consent to use of your image**

You hereby consent to the recording by still or moving image recording equipment of your image during your involvement in our Zombie Survival Challenge and you hereby consent to the use without payment of any such recorded still or moving image to publicise us, any of our events, and/or any of our partner organisations, and for any ancillary purpose, anywhere in the world, in any medium, for all time.

## **Use of your personal information and privacy**

We will use personal information you give to us when registering for Zombie Survival Challenge only for the purposes of administering your participation in the Zombie Survival Challenge. Occasionally Zombie Survival Challenge might promote a new offer or product to you for consideration. You must ensure that the information you provide to us is accurate and complete.



**Our liability to you** (a) While we take care in designing our courses to limit the risks involved in competing, any survival challenge which involves physical activity involves some risk. (b) You recognise that we cannot eliminate risk in our survival challenges entirely and that if you breach these Terms and Conditions or do not follow survival challenge-specific rules or instructions you are likely to expose yourself to additional risk. Accordingly, we will not be liable to you for any loss or damage you suffer to the extent it arises out of your breach of these Terms and Conditions or your failure to follow any game-specific rules or instructions. (c) If you suffer any loss or damage because we breach these Terms and Conditions or otherwise act negligently towards you we shall only be liable to you to the extent that we could, at the time you enter this agreement, reasonably foresee the loss or damage you suffer. (d) **Nothing in these terms and conditions, however, operates to limit or exclude our liability for death or personal injury caused by our negligence or any other liability that cannot lawfully be excluded.**

### **Any questions?**

If you have any questions concerning your agreement with us (especially if you do not understand any of these Terms & Conditions or any Zombie Survival Challenge-specific rules or instructions), please contact us beforehand through our Facebook page, Zombie Survival Challenge or ask one of our organisers before the start of the challenge.