

Timezone, Zone Bowling and Kingpin Wangan Midnight Maximum Tune Tournament

TERMS AND CONDITIONS – NEW ZEALAND

Definitions:

Bandai Namco Passport means a Bandai Namco card (which must be registered on or before the date in which a guest Registers for the Tournament) that is linked to, and allows a guest to play, the Wangan Midnight Maximum Tune arcade game at a Participating Venue.

Eligible Participant means a guest who meets the eligibility criteria outlined in clauses 2 and 3.

Event Organiser means Bandai Namco Amusement Inc.

International Tournament means the tournament to be held by the Event Organiser at Bellesalle Akihabara, Tokyo, Japan on 23 November 2024 on such terms and conditions as may be determined by the Event Organiser in its discretion.

Participating Venue means:

North Island: Timezone Bayfair, Timezone Botany AMP, Timezone Napier, Timezone Newmarket, Timezone Palmerston North, Timezone Victoria Street, Zone Bowling Botany, Zone Bowling Henderson, Zone Bowling Manukau, Zone Bowling Wairau.

South Island: Timezone Christchurch Central, Timezone Courtenay Place, Timezone Dunedin, Timezone Nelson, Timezone Riccarton, Kingpin Queenstown.

Promoter means TEEG NZ Limited of Level 4, 5-7 Kingdon Street, Newmarket, Auckland, 1024.

Regional Tournament Venue means a Participating Venue as set out below:

North Island: Zone Bowling Manukau

South Island: Timezone Riccarton

Register or **Registration** means the Eligible Participant registering for the Tournament during the Registration Period at a Participating Venue in accordance with clauses 3 and 4.

Registration Period means the period between 10:00am (NZDT) on 19 September 2024 to 9:00pm (NZDT) on 4 October 2024.

Tournament means the Timezone, Zone Bowling and Kingpin Wangan Midnight Maximum Tune Tournament governed by these terms and conditions.

Terms and Conditions:

1. Registration constitutes acceptance of these terms and conditions.
2. This Tournament is open to New Zealand residents aged 18 years and above.
3. The Eligible Participant may register to participate in the Tournament by:
 - a) attending a Participating Venue during the Registration Period and completing the registration form provided by the Promoter;
 - b) providing their full name, email address and phone number;
 - c) producing their Bandai Namco Passport upon Registration; and

- d) successfully being one of the first thirty-two (32) participants to Register at that Participating Venue.
4. Registration will be processed strictly on a first come, first served basis.
5. In the event that the maximum number of Registrations at a Participating Venue is met (i.e. all thirty-two (32) spaces have been allocated), a guest may express their interest in being included on the waitlist at that Participating Venue by providing their full name, email address and phone number.
6. The Promoter reserves the right, at any time, to verify any details regarding the identity of any guest purporting to enter the Tournament. The Promoter reserves the right, in its sole discretion, to disqualify any guest who is unable to produce satisfactory proof of identity, or who the Promoter has reason to believe has breached any of these terms and conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Tournament. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights. The Promoter's right to recover damages or other compensation from such guests is reserved at all times.
7. The Tournament will be held across two stages:

A. STAGE 1 (Preliminary Tournament)

Location: 6:00pm (NZDT) on 5 October 2024 at each Participating Venue

Details:

- (a) All Eligible Participants who have successfully Registered at a Participating Venue must be present at that Participating Venue to compete in Stage 1.
- (b) If an Eligible Participant is not present at the time that is 15 minutes before the race commences, then that Eligible Participant automatically and immediately forfeits their right to participate in the Tournament. If one or more people who are on the waitlist at a Registration Venue is present at that venue, then the person present who is highest on the waitlist will be eligible to replace the Eligible Participant who has forfeited their right to participate in the Tournament.
- (c) Eligible Participants will compete against each other in a series of rounds (as determined at the discretion of the Participating Venue) at the Participating Venue, so that the Eligible Participant who places first (1st) in the final round of Stage 1 at each Participating Venue will progress to Stage 2.

B. STAGE 2 (Regional Tournament)

Location: 6:00pm (NZDT) on 19 October 2024 at a Regional Tournament Venue which corresponds to the island (i.e. either North Island or South Island) in which that Eligible Participant successfully Registered (“**Stage 2 Venue**”)

Details:

- (a) All Eligible Participants who have progressed to Stage 2 (“**Stage 2 Racers**”) must be present at the Stage 2 Venue to compete in Stage 2.

- (b) If a Stage 2 Racer is not present at the Stage 2 Venue at the time that is 15 minutes before the race commences, then that Stage 2 Racer automatically and immediately forfeits the right to participate in Stage 2 and the balance of the Tournament.
 - (c) **Round 1:** Stage 2 Racers will be divided into groups at the discretion of the Promoter. Each group will compete at the Stage 2 Venue and the Stage 2 Racer who places first (1st) in each group will qualify to race in Round 2.
Round 2: Stage 2 Racers who place first (1st) in Round 1 will compete against each other at the Stage 2 Venue. The Stage 2 Racers who place first (1st) in each Stage 2 Venue ("**Stage 2 Winners**") will progress to the International Tournament. For clarity, there will be one (1) Stage 2 Winner from the North Island and one (1) Stage 2 Winner from the South Island.
8. Each of the Stage 2 Winners will receive the following:
- (a) a return economy airfare (including, where applicable, transfer flights) for one person departing from any of Auckland or Central North region to and from Tokyo, Japan (either Haneda or Narita Airport);
 - (b) three (3) nights' accommodation for one person at a four or five-star hotel;
 - (c) hotel transfers for one person to and from Haneda or Narita airport (as applicable) and to and from Bellesalle Akihabara on the date of the International Tournament; and
 - (d) all meals as set and provided by the Event Organizer, (together known as "**Package**").
9. The Package is subject to the following additional conditions:
- (a) the International Tournament is a structured event, with the itinerary commencing on 21 November 2024 and concluding on 24 November 2024. The components of the Package apply during those dates only. If a Stage 2 Winner wishes to travel on a date which is outside the itinerary dates, then that Stage 2 Winner must pay for any additional costs incurred;
 - (b) the Promoter will not be liable for any costs, expenses, activities or items incurred or purchased by any Stage 2 Winner which are not expressly included in the Package;
 - (c) if any component of the Package is unavailable, the Promoter or Event Organiser, in its discretion, reserves the right to substitute that component with an alternative of an equal or greater value and/or specification;
 - (d) each component of the Package is to be provided by a third party and may therefore be subject to terms and conditions imposed by that third party;
 - (e) the Promoter and Event Organiser's sole obligation is to arrange and pay for the components of the Package on behalf of each Stage 2 Winner. The Promoter is not liable for, and to the extent permitted by law each Stage 2 Winner releases the Promoter from, any claim, cost, liability, loss or expense arising from or in connection with the Package which is not expressly included in the Package; and
 - (f) any component of the Package which a Stage 2 Winner elects not to utilise will be forfeited and cannot be transferred, exchanged or redeemed for cash and that Stage 2 Winner cannot make a claim against the Promoter as a result of such forfeiture.
10. Each Eligible Participant must adhere to the directions of staff during the duration of the Tournament.

11. Eligible Participants must hold a valid passport and any necessary documents to travel to and from Japan prior to participating in the International Tournament.
12. The Promoter reserves the right to modify the format and/or rules of the Tournament at its sole discretion. Eligible Participants will be notified of any such changes.
13. Each Eligible Participant consents to the Promoter using their name, likeness, image and/or voice for an unlimited period without remuneration for the purpose of promoting this Tournament (including any outcome), and promoting any goods or services provided by the Promoter.
14. If this Tournament is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to forced government closures, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any person; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel any part of the Tournament, as appropriate.
15. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act 1993 (NZ) as well as any other implied warranties under consumer protection laws in New Zealand (**“Non-Excludable Guarantees”**).
16. Except for any liability that cannot be excluded by law, including any liability arising from a breach of the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including in negligence), for any injury, loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of or in connection with this Tournament, including but not limited to any technical difficulties or equipment malfunction (whether or not under the Promoter’s control) or any theft, unauthorised access or third party interference.
17. The Promoter collects personal information (“PI”) in order to conduct the Tournament and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to New Zealand regulatory authorities. The Promoter will also use, and handle PI as set out in its privacy policy, which can be viewed at <https://www.timezonegames.com/en-nz/privacy/>, <https://www.kingpinplay.com/en-nz/privacy/> and <https://www.kingpinplay.com/en-nz/privacy/> (**“Privacy Policy”**). In addition to any use that may be outlined in the Promoter’s Privacy Policy, if an Eligible Participant has provided their personal details at the time of Registration, the Promoter may, unless otherwise advised by the Eligible Participant, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Participant. The Privacy Policy also contains information about how Eligible Participants may opt out, access, update or correct their PI, how Eligible Participants may complain about a breach of the Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter may disclose PI outside of New Zealand; see the Privacy Policy for more details.