

1. Website User Accounts (“Accounts”)

1.1 The Kamo Wildlife Sanctuary website offers the option to create an account prior to conducting a transaction on the website. This is not mandatory, and a transaction can proceed without creation of an account, though some mandatory information will be collected. Creating an Account will enable you to:

- a) receive information and email communications from Kamo Wildlife Sanctuary relating to your purchase.
- b) change your personal information held by Kamo Wildlife Sanctuary.
- c) view previous purchase history; and
- d) reduce the time it takes to perform future similar transactions by using your existing personal information.

By creating an Account, Kamo Wildlife Sanctuary may use your personal information and transaction history to better understand your interactions with Kamo Wildlife Sanctuary and improve its products and services to you in future. See the Privacy Statement for more information of how your personal information is protected and used.

1.2 When registering an Account, you agree to provide accurate and complete information about yourself and to keep this information up to date.

1.3 Kamo Wildlife Sanctuary reserves the right to refuse registration of an Account (or to close an existing Account) where you:

- a) have opened, or are attempting to open, an Account in a fraudulent or illegal manner.
- b) have breached these Terms & Conditions of Use.
- c) have an existing Account.

You are solely responsible for the activity that occurs on your Account and for keeping your Account log-in and password secure.

1.4 By subscribing to Kamo Wildlife Sanctuary News and Offers, you agree to receive updates about products and services, promotions, special offers, and news and events from Kamo Wildlife Sanctuary.

2. E-Ticketing

2.1 An e-ticket holder agrees that by the purchase of a Kamo Wildlife Sanctuary entry ticket, the holder has read the terms and conditions in this document and agrees to them unconditionally.

2.2 Tickets are defined as:

Adult 16 years and over

Concession, Students over 15 years of age; Seniors over 65 years of age

Children (4 – 15 years of age).

Children under 3 years of age - no charge

Family 2 adults and 2 children, additional children, see the above
Entry for children under 3 years of age are free of charge

2.3 Concession tickets are defined as:

- a) Seniors – a valid seniors Super Gold Card; For overseas seniors, proof of age cards or passport showing age as +65 years.
- b) Student Concession Rate – New Zealand student ID card with a valid sticker or date

2.4 E-ticketing conditions

2.4.1 Admission tickets are valid for the date booked. Any change to selected date may only be made by KWS office

2.4.2 Ticket prices are in New Zealand Dollars.

2.4.3 Kamo Wildlife Sanctuary reserves the right to change ticket prices with or without notice.

2.4.4 Existing tickets may be upgraded to a higher value, but not a lower value. The customer must pay the difference between the ticket values (e.g. upgrading a Child ticket to an Adult ticket). The validity date for upgraded tickets should be the same as that for the original ticket type being upgraded. These changes may only be made by KWS office

2.4.5 Maximum online ticket purchase is 6. For Group Bookings you are required to contact KWS office on 09 435 0110.

2.4.6 Single entry only.

2.4.7 Nonrefundable.

2.4.8 Lost, stolen or destroyed tickets may be replaceable by KWS office

2.4.9 Children (15 years or under) must be supervised by an accompanying adult.

2.4.10 To use an e-ticket, you must: -

- a) bring the printed tickets to the Facility for presentation on entry.
- b) If a concession ticket was paid for, a valid form of concession ID is required to be presented on entry. (see 2.3)

3. Conditions of Entry to Kamo Wildlife Sanctuary

3.1 Visitors enter the Facility at their own risk and choose to do so under these Terms and Conditions. No liability for loss, injury or damage will be accepted. While Kamo Wildlife Sanctuary Facility takes its duty of

care to all visitors very seriously, the Facility accepts no liability to any person for loss or injury arising from a visit. For your own safety, it is a condition of entry that visitors regard all warning signs, do not venture over exhibit safety barriers, and do not enter the Facility's off-limit areas. Visitors must never enter an animal exhibit or behind-the-scenes area, unless accompanied by a Kamo Wildlife Sanctuary staff member as part of the appropriate guided tour.

3.2 Visitors must enter via a public entrance and pay the applicable entrance or membership fee. No tickets will be exchanged or substituted after purchase. No refunds will be given due to inclement weather, maintenance or construction work, animals not on view, or exhibits closed.

3.3 Kamo Wildlife Sanctuary has the authority to close the Facility or any part thereof, including any animal exhibit or show, remove animals from display for any reason and/or vary the advertised programs at any time for any reason whatsoever including in the interests of safety and will not be liable for any loss or expense incurred by a visitor as a result of such closure or variation.

3.4 Visitors must not enter any enclosure, cross any barrier, or enter any area marked 'no entry' or 'staff only', unless accompanied by a Kamo Wildlife Sanctuary staff member. Visitors must obey any warning signs throughout the Facility.

3.5 Children must be supervised at all times by a responsible adult aged 15 years or over. The Facility reserves the right to report any unaccompanied children to the appropriate authorities.

3.6 Visitors must not bring into the Facility any animal (excluding fully-vaccinated, pre-approved assistance dogs), costume (if deemed inappropriate by Kamo Wildlife Sanctuary), balloons, balls, frisbees or other throwing or sporting devices, whistles, horns or other noisemakers, motorised vehicles, bicycles, roller skates, rollerblades, skateboards, scooters or similar apparatus; alcohol or illegal substance. Toddlers' bicycles are permitted only if fitted with a rigid fixed handle and under the control of a responsible adult at all times. Kamo Wildlife Sanctuary reserves the right to inspect any visitor's bag(s) on request. Dogs must not be left in cars.

3.7 Visitors must not touch, disturb or interfere with any animal (including free-range birds); feed any animal; throw any object; allow any objects to fall into or enter enclosures; climb on, damage or deface any structure or signage; light any fire; or litter. Remote controlled vehicles and devices, such as drones, are also prohibited. If you do allow an object to fall into an animal enclosure, please do not attempt to retrieve it and notify a member of staff.

3.8 All visitors must wear attire appropriate for a community Facility and, for safety reasons, appropriate footwear must be worn at all times. Clothing with objectionable, vulgar, or offensive writing, images or imprints are not permitted. Kamo Wildlife Sanctuary reserves the right to refuse entry to visitors wearing costumes or items of clothing that may, at Kamo Wildlife Sanctuary's absolute discretion, be considered objectionable or have a negative impact on the Facility's animals or other visitors.

3.9 Visitors must not conduct any commercial or charity activity without the written consent of Kamo Wildlife Sanctuary. Professional (including commercial) photography and filming, including all media and commercial organisations, is only permitted by prior arrangement with our Marketing and Communications department.

3.10 Kamo Wildlife Sanctuary is smoke-free, and smoking is not permitted in the Facility grounds, this includes electronic cigarettes and vaping. During normal Facility opening hours there is a designated smoking area outside the main Facility entrance. Visitors who do not comply will be asked to leave or may be removed.

3.11 Visitors must comply with the car parking signs displayed in the car parking area. Failure to comply may result in your vehicle being towed at your risk and expense. Kamo Wildlife Sanctuary accepts no liability for any claim by you or any other person, whether for loss or damage to your vehicle or any other vehicle, whether resulting from using the car park or from your own negligence or otherwise.

3.12 Visitors must comply with any other conditions or instructions displayed in Facility grounds or communicated by Facility personnel.

3.13 The Facility retains the right to deny access and/or remove visitors who fail to comply with these Terms and Conditions of Entry, are being a public nuisance, acting recklessly and/or failing to observe directions from Facility personnel or any Facility signage.

4. Parking terms and conditions:

4.1 Parking in the Facility carpark is at your own risk. Please park responsibly. You must not obstruct any persons or vehicles using the carpark. You must not park in any area marked "Reserved" or "No Parking". Any car parked in a mobility bay must display a current mobility pass. If you breach any of these parking terms & conditions, Kamo Wildlife Sanctuary may, at its sole discretion and at the owners' risk and expense: Enter the vehicle; tow the vehicle; or apply a wheel clamp to the vehicle. If your vehicle has been removed from this carpark, please contact Office (09 435 0110) to determine your vehicles whereabouts and how best to retrieve it.

The decision to deny access and/or remove any visitor is at the absolute discretion of Kamo Wildlife Sanctuary.

5. Kamo Wildlife Sanctuary photographs and/or video recordings.

5.1 Kamo Wildlife Sanctuary may take photographs and/or video recordings (and/or stills from video recordings) of Patrons and may use these photographs and video recordings for any worldwide media or other purpose, including but not limited to advertising or promotional purposes, and training purposes, without payment of any kind to Patron(s). If a Patron is under 16 years of age, the parent, guardian or responsible adult booking or accompanying them to Kamo Wildlife Sanctuary as a general visitor, and/or for an event(s), education program(s), or animal experience will be deemed to have given consent on their behalf, unless notified in writing at the time of booking. Entry to Kamo Wildlife Sanctuary as a general visitor, and/or for an event(s), education program(s) or animal experience(s) shall be deemed consent to the use of these photographs and video recordings.

5.2 24 hour video surveillance and monitored alarms are in use on these premises.

6. NZBN 9429047093249.

7. Facility Friends Membership Terms and Conditions

7.1 Facility Friends membership commences on the date of purchase and is only valid during the period up to and including the date of expiry. Facility Friends membership(s) bought on behalf of somebody else via the gift option must be confirmed and are valid for 12 months from the date the gift was purchased, not the date the order was confirmed; failure to do so will result in the membership(s) being forfeited.

7.2 Facility Friends membership is strictly non-transferable. All memberships must include current member details, and a photograph of the member. Only the named person listed on the Facility Friends membership card may use it and Kamo Wildlife Sanctuary reserves the right to cancel a membership and all benefits associated with the membership if the card is transferred to another party.

7.3 Facility Friends membership is non-refundable. If a refund is made this will be at the absolute discretion of Kamo Wildlife Sanctuary; and Kamo Wildlife Sanctuary may retain any service or like fee it has charged and any postage or other incidental costs that it has incurred in relation to that transaction.

7.4 Where Facility Friends membership grants the listed member only, unlimited public entry during normal opening hours, this excludes ticketed events and special programs.

7.5 Kamo Wildlife Sanctuary reserves the right to cease activation of a Facility Friends membership and confiscate Facility Friends membership cards should the membership holder breach the terms of their membership through: *Transferring their card to another party, misrepresenting themselves, acting inappropriately, intentionally harming Kamo Wildlife Sanctuary property (flora, fauna or facilities) or using material (still or video footage) for commercial purposes.*

7.6 Day entry tickets purchased are eligible to be refunded against the amount of a new membership. This refund is only valid on-site at Kamo Wildlife Sanctuary on the date of admission, or via the Kamo Wildlife Sanctuary website for a period of up to 7 days from the date of admission. Please note complimentary admission tickets, group tickets and ticketed events and experiences are not valid for conversion.

7.7 Converting an entry ticket to a membership is for personal use only and distributing these tickets to friends or family is strictly prohibited. Kamo Wildlife Sanctuary reserves the right to cease activation of the membership should they deem necessary if these terms and conditions are breached. Converted entry tickets are not eligible to be used for Gift Membership purchases.

7.8 Discounts and promotions are only valid to be used online via the Kamo Wildlife Sanctuary Facility website and are not to be used in conjunction with any other offer including entry ticket conversion

7.9 Members joining as a family will be entered as a 'household' and the nominated 'Head of Household' will receive Kamo Wildlife Sanctuary Facility communications to share among all members of that household.

7.10 Replacement membership cards cost is \$8.00 per card and must be payable at time of order.

7.11 Membership privileges are available only on presentation of a current membership card and accompanying photo identification. Friends Members only have access to listed items and are **not entitled** to additional discounts.

7.12 A Friends member must abide at all times by the [conditions of entry of Kamo Wildlife Sanctuary Facility](#) and the terms and conditions of the membership program. Membership privileges associated costs and terms and conditions may be amended or revoked at Kamo Wildlife Sanctuary Facility's discretion.

7.13 Kamo Wildlife Sanctuary Facility reserves the right to reject any application or renewal and to suspend or terminate a membership without liability or refund if any of the conditions of the membership are not complied with or there is deemed abuse of the privileges.

8. Big Cat Experience Terms and Conditions

8.1 Kamo Wildlife Sanctuary Facility may choose to cancel specific dates or experience due to inclement weather or animal welfare issues or other arising matters. Whenever possible, guests will be notified in advance and dates re-scheduled, exchanged, or full payment will be refunded at the absolute discretion of Kamo Wildlife Sanctuary Facility.

8.2 Big Cat experience ticket(s) are non-refundable. Date changes are permitted up to a maximum of 2 years from the initial purchase date. All date changes must be made a minimum of 5 days prior to each encounter. Failure to do so may result in the Animal Close Encounter(s) being forfeited.

8.3 By accepting these terms and conditions you are confirming you have understood the restrictions of the Big Cat experience you have booked to participate in and acknowledge that when participating in any experience at the Kamo Wildlife Sanctuary Facility, you will be entering areas where potentially dangerous animals are present, and that these activities present some risk of danger. This includes entering areas of uneven surfaces with the potential of trip hazards. You accept the risks involved and engage in this activity at your own risk.

8.4 You accept and acknowledge that it is your responsibility to advise Kamo Wildlife Sanctuary Facility if you or anyone in your group have any medical conditions or mobility issues, including pregnancy, cold and flu or illness that you or your doctor feels Kamo Wildlife Sanctuary Facility should be aware of in order to ensure safety.

8.5 By accepting these terms and conditions you indemnify and release the Kamo Wildlife Sanctuary Facility against all actions, suits, claims and demands (including costs) for personal injury or property damage suffered by you while participating in the Kamo Wildlife Sanctuary Facility experience on the Kamo Wildlife Sanctuary Facility grounds.

9. User Agreement Governing Use of Website

Please take the time to read the following information.

Your use of this website, including any of the content or materials on it, is governed by these terms and conditions. In addition to these terms, there may also be additional terms that govern your use of or access to specific parts or sections of this website in which case those specific terms will apply to your activities at those locations in addition to these terms. Your use of this site signifies your acknowledgment and acceptance of these terms and conditions.

10. Disclaimer

Kamo Wildlife Sanctuary Facility makes information available on the understanding that people exercise their own skill and care in its use. The information is provided on an 'as is' and 'as available' basis.

By logging on, you will be assuming all risks associated with use of the site, including risk of your computer, software or data being damaged by any virus which might be transmitted or activated via the Kamo Wildlife Sanctuary Facility site or your access to it.

By accessing information at or through this site people waive and release Kamo Wildlife Sanctuary Facility and its servants to the full extent permitted by law from any and all claims relating to the usage of the material made available through the website.

In no event shall Kamo Wildlife Sanctuary Facility liable be for any incident or consequential damages resulting from use of the material.

11. Copyright Notice

Materials, including Internet pages, documents and on-line graphics, audio and video, are protected by copyright law, with the text and images contained in this website protected by the laws of New Zealand including copyright and other intellectual property rights, and no other use is permitted apart from any use permitted under the *Copyright Act*

You may use the site and information contained within it for your personal use and non-commercial reference only. You can print or download any part of the text and images for personal use only.

You agree that you will not employ any device or process to use the site for any unauthorised purposes. You agree that you will not take any action that imposes any unreasonably large burden on the site.

The information contained within the site (including programming scripts, graphics, and logo) is copyrighted to Kamo Wildlife Sanctuary Facility. No part of this site may be reproduced by any process other than personal use without written permission from Kamo Wildlife Sanctuary Facility.

12. Amendments to Terms and Conditions of Use

Kamo Wildlife Sanctuary Facility reserves the right to amend, vary and/or replace these Terms & Conditions of Use at any time, and from time to time, at Kamo Wildlife Sanctuary Facility's sole discretion. Your continued use of the Website will be deemed to be your acceptance of any amendment, variation and/or replacement of these Terms & Conditions of Use.

13. Unauthorised Use of the Website

13.1 You agree to use this website only for purposes that are permitted by:

- a) these Terms & Conditions of Use; and/or
- b) any applicable laws or regulations.

13.2 You agree not to engage in any activity that interferes with or disrupts the website or the servers and networks that host the website. You agree not to, or attempt to, circumvent, disable, or otherwise interfere with security-related features of the website.

13.3 You agree not to use, reproduce, make available, communicate to the public, distribute or commercialise any content that is published on the website or within any email correspondence that you receive from Kamo Wildlife Sanctuary Facility except as permitted by these Terms & Conditions of Use, by law or with the prior written consent of Kamo Wildlife Sanctuary Facility.

13.4 Any fraudulent, illegal or unauthorised use of the website shall constitute a violation of these Terms & Conditions of Use. You understand and agree that Kamo Wildlife Sanctuary Facility may refer any suspected fraudulent or illegal activity to relevant law enforcement authorities.

14. Limitation of Liability

You must take your own precautions to ensure that whatever you select for use from this website is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

15. Financial information

Kamo Wildlife Sanctuary Facility collects personal financial information to complete your requested website transactions. When you make a purchase on the website, your consent is given to provide your financial or contact information to those third parties necessary to process your transactions with us, such as credit card companies and financial institutions.

15.1 It is your responsibility to ensure sufficient cleared funds are in the nominated account when payments are drawn.

15.2 In the case of fraudulent activity, please contact your financial institution for advice.

16. Contact and Reservations

I agree to have my contact information collected to comply with COVID-19 guidelines to help keep Kamo Wildlife Sanctuary Facility staff and visitors safe and to accurately respond to potential contact tracing requests by health authorities. The information will be held securely by Kamo Wildlife Sanctuary Facility, and it may be supplied to health authorities on request. If you do not wish to provide this information, we may be unable to allow you onto our premises.

For any queries please contact 09 435 0110 or office@bigcats.co.nz