



These Conditions govern all Tickets issued for the Event and the admission to the Venue(s) and should be read in accordance with the Conditions of Entry and the conditions of the Official Ticketing Agent. Where you have purchased a Travel Package, these Conditions govern your contract with Us in addition to all other written information brought to your attention before your booking was confirmed, including but not limited to the [Essential Information document](#). All capitalised terms used in these Conditions shall have the meanings given to them in paragraph 50 of these Conditions. All Tickets are issued either by Us or on Our behalf. Any person who purchases, possesses, uses or attempts to use any Ticket shall be deemed to have accepted and agreed to comply with these Conditions. In the case of any conflict or ambiguity between these Conditions and the Conditions of Entry or conditions of the Official Ticketing Agent(s), these Conditions will prevail.

#### **Ticket Purchase and Delivery**

1. Tickets and/or Travel Packages may only be purchased from Us (via the Official Ticketing Agent) or through any other sale or transfer mechanism authorised in writing by Us. Tickets purchased or obtained from any other source shall be void and may be seized or cancelled without refund or compensation.
2. We reserve the right to limit, at the time of purchase, the maximum number of Tickets and/or Travel Packages that any person may purchase for the Event. Tickets and/or Travel Packages may be limited to a maximum number per person, per payment card and/or per household. We reserve the right to cancel without prior notice any Tickets or Travel Packages purchased in excess of this number.
3. The nominated payment card or the registered bank account used to purchase Tickets and/or Travel Packages must be registered in the name and address of the Ticket Purchaser. We reserve the right to refuse any application for Tickets and/or Travel Packages from any person who fails to comply with this condition or to cancel any Tickets and/or Travel Packages purchased in breach of this condition.
4. To prevent fraud and protect both you and Us, either We or the Official Ticketing Agent may carry out checks and/or you may be asked to provide additional information (such as a copy of a credit or debit card statement) after your booking so We can verify your purchase. If We or the Official Ticketing Agent suspect fraud, We may cancel any order for Tickets and/or Travel Packages.
5. Once payment in full has been received by Us or by the relevant the Official Ticketing Agent, the Ticket Purchaser will be provided, by email, with a confirmation of the sale and a booking reference number.
6. The sale or other issuance of any Ticket is final and non-refundable except as outlined in paragraphs 14-21 of these Conditions, or for Tickets purchased as part of a Travel Package, as outlined in paragraph 11 and 12 of the Travel Package Conditions, or as required by applicable law. We reserve the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, or any Ticket which is unreadable or incomplete. Keep your Ticket safe.
7. Tickets will be issued via email as e-tickets to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application.
8. If any Tickets have not been received 7 days before the Event, it is the responsibility of the Ticket Purchaser to contact [customerservice@snowbombingcanada.com](mailto:customerservice@snowbombingcanada.com) quoting the booking reference number given to the Ticket Purchaser at the time of the confirmation of sale.
9. It is your responsibility to check your Tickets and booking confirmation and inform Us immediately of any inaccuracies; mistakes cannot always be rectified. We cannot accept any liability if We are not notified of any inaccuracy in any documentation within 5 days of purchase.

### **Ticket Use & Prohibitions on Transfers**

10. Save as set out in paragraph 11 below, Tickets are strictly non-transferable and must not be sold or offered, exposed or made available for sale, or transferred or otherwise disposed of. We reserve the right to cancel without refund any Tickets issued to a Ticket Holder whom We believe plans to offer a Ticket for resale otherwise than in accordance with these Conditions.
11. If a Ticket Purchaser can no longer attend the Event, the Ticket Purchaser may transfer the Ticket to someone else who is known to the Ticket Purchaser personally (and who did not become known to the Ticket Purchaser through the transfer of the Ticket) providing We are notified not less than 28 days before the Event and the Ticket Purchaser pays an amendment fee of \$50 per person and where applicable, subject to compliance with paragraph 10 of the Travel Packages Booking Terms and Conditions. The transfer must be made strictly subject to these Conditions (and the transferee's acceptance thereof) which shall be binding upon the transferee in full as if the transferee was the Ticket Purchaser, save only that such transferee shall have no right to transfer the Ticket under this paragraph 11 nor any right to a refund under paragraphs 14 - 21 of these Conditions.
12. Notwithstanding paragraph 11 above, it is an essential condition of the issuance of each and every Ticket and the right of admission to the Venue(s) that, the Ticket must not be:
  - a) transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business; or
  - b) transferred, used or otherwise disposed of:
    - i. in relation to any promotional or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise); or
    - ii. to enhance the demand for any other goods or services;
  - c) transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or
  - d) combined with any other good(s) or service(s) (including as part of any hospitality, accommodation or travel package or service),in each case without Our prior written approval.
13. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of paragraphs 10, 11 or 12 of these Conditions may be cancelled and any person seeking to use the Ticket may be refused admission to or be evicted from the Venue(s) without refund or compensation and may also be liable to legal action, even if the Ticket Holder did not have prior notice of these Conditions or the breach thereof.

### **Refunds & Cancellation**

14. Tickets are sold subject to Our right to alter or vary the published Event programme without notification which may result in changes to the performance line-up, playing times or any other aspect of the Event. We reserve all rights in this regard. Any published start times of a performance at the Event are estimates and subject to change. We shall not be liable for any change of a published start time or change to the artists scheduled to perform. No scheduled acts may be considered as headline acts regardless of their relative fame or prominence in the billing and so cancellation by an artist or performer will not entitle you to a refund.
15. We reserve the right to make alterations to the time, date, duration and Venue(s) of the Event or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation), force majeure, safety and security concerns or decisions from any Authorised Person or other competent authority. In the event of such alteration, neither We nor the Official Ticketing Agent will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraph 18 of these Conditions.
16. As soon as possible after We become aware of postponement, rescheduling or cancellation of the Event, all available information will be posted on [www.snowbombingcanada.com](http://www.snowbombingcanada.com) but it is the responsibility of the Ticket Holder to ascertain whether the Event has been postponed, rescheduled or cancelled and any new dates, times, and Venue(s).
17. A Ticket will not be exchanged or refunded if:
  - a) after the Event has started, it is stopped for any reason and is not completed;
  - b) on any day of the Event, the start time is delayed for any reason;
  - c) the start time (but not the date) of the Event changes after the date the Ticket was purchased; or
  - d) the Ticket is used for entry into the Venue(s).
18. We shall only be required to refund a Ticket Purchaser (on application by the Ticket Purchaser) with the Face Value of the relevant Ticket, in the following circumstances:
  - a) if the Event is cancelled before the Event has started;
  - b) if the Ticket is for an Event which is postponed before the Event has started and the Event is rescheduled to another date (whether at the Venue(s) or at a different Venue(s)) subject to the Ticket Purchaser's election under paragraph 19 of these Conditions; or
  - c) if the Ticket Purchaser is otherwise entitled to a refund under applicable law.
19. If the Event is postponed before the Event starts and the Event is rescheduled to another date (whether at the Venue(s) or at a different Venue(s)), the Ticket Holder may elect to either:

- a) use the existing Ticket for the rescheduled Event if the Event is rescheduled for another date but at the Venue(s); or
  - b) if the Event is rescheduled to a different Venue(s) and there are insufficient Tickets available, or the Ticket Holder is unable to attend any rescheduled Event (whether at the Venue(s) or at a different Venue(s)), the Ticket Purchaser shall be entitled to apply for a refund pursuant to sub-paragraph 18 b) of these Conditions.
20. We shall not be required to refund any fees or charges paid in addition to the Face Value of the Ticket (for example, any Handling Fee or postage or courier charges) except where required by applicable law. No interest or costs will be payable in respect of any monies refunded.
21. Where paragraph 18 of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If We initiate a refund process under sub-paragraphs 18 a), b) or c) of these Conditions, the Ticket Purchaser will be advised of the process and the prescribed deadline for refund applications through the media or via direct communication within 14 working days of the cancellation or rescheduling of the Event. The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket in order to be eligible for a refund. We shall not be required to issue a refund in relation to any Ticket which We reasonably believe has been the subject of a sale, transfer or disposal in breach of paragraphs 10 or 12 of these Conditions.
22. Promotions, deals or discounted offers are provided at Our discretion. All such offers are subject to availability and may be withdrawn by Us at any time, Retrospective refunds are not permitted against any offer or promotion advertised after a booking is made.

### **Venue(s) Entry & Requirements**

23. These Conditions incorporate the Conditions of Entry. If any Ticket Holder fails to comply with the applicable Conditions of Entry, the Ticket Holder may be refused admission to or evicted from the Venue(s) without refund or compensation.
24. The Event is not suitable for people under the age of 19 and under 19s are not permitted to attend.
25. Admission to the Venue(s) will only be authorised upon presentation of a valid Ticket and (if We and/or any Authorised Representative require) photographic proof of identity and proof of age (driver's licence or passport). One Ticket will be required for each person, regardless of age. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of any performance, nor is any representation or warranty given as to the quality, content or duration of the Event.
26. For the purposes of safety, security and/or checking compliance with these Conditions, each Ticket Holder shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including by producing a valid Ticket and photographic proof of identity and proof of age). A Ticket Holder may be requested to submit to a body check and/or a search of his/her possessions and/or vehicle for the purposes of locating and removing any Prohibited Item, and any refusal by the Ticket Holder may result in refusal of admission to or eviction from the Venue(s) without refund or compensation.
27. We and/or any Authorised Person may refuse admission to or eject from the Venue(s) without refund or compensation any Ticket Holder who:
- a) is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or is behaving, or considered by any Authorised Person likely to behave, violently, harmfully or in a manner contrary to public order and/or safety;
  - b) brings or attempts to bring into the Venue(s), possesses or uses within the Venue(s) or in the vicinity thereof any Prohibited Item including, without limitation, Chinese lanterns; chemical toilets; soundsystems; generators; BBQs; glass bottles; any food; any beverages; drones; laser pens; selfie sticks; man-bags; unofficial high vis jackets; potential weapons of any kind; legal highs; illegal substances; fireworks; compressed gas containers; flares; air horns; smoke bombs; flag sticks; banners, signs or materials displaying political, religious, offensive or race-related messages, slogans or images; any item that an Authorised Person considers dangerous, hazardous and/or illegal or that may be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue(s); animals (other than guide dogs); any tripods or video camera equipment whatsoever (whether or not for personal use); any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing audio, or still or moving pictures) other than for personal use; any objects bearing trademarks or other kinds of promotional signs and messages (of whatever nature) which We or any Authorised Person believes are for promotional purposes (and any Prohibited Items may be removed, confiscated and/or destroyed even if the item itself is not illegal without compensation at the discretion of any Authorised Person);
  - c) brings or attempts to bring into the Venue(s), sells, possesses or uses within the Venue(s) or in the vicinity thereof any sponsorship, promotional or commercial items or materials (of whatever nature) without Our prior written authorisation (and the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within the Venue(s));
  - d) whilst within the Venue(s) or the vicinity thereof, engages in any form of activity related to marketing or advertising (including, for the avoidance of doubt, ambush marketing), or conducts any commercial activity whatsoever, or offers (either for free or for sale), sells or possesses items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without Our prior written

authorisation (and any such items may be removed, confiscated and/or destroyed without compensation at Our discretion and/or the discretion of any Authorised Person);

- e) whilst within the Venue(s) or vicinity thereof, engages in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object at any person, instigates violence, demonstrates racism or xenophobia, behaves in a way that any reasonable person may interpret as provocative, threatening, discriminatory and/or offensive, creates or poses any threat to the life or safety of themselves or any other person(s), or harms any other person(s) in any way, or unreasonably obstructs the viewing of other spectators;
  - f) whilst within the Venue(s), enters or circulates in restricted access areas or other areas where that person is not allowed access; or climbs lighting masts, fences, roofs and other apparatus or constructions;
  - g) whilst within the Venue(s), damages, interferes with or tampers with any property of any third party;
  - h) whilst within the Venue(s), smokes in any area where smoking is not permitted;
  - i) is suspected of committing, or having committed, or being likely to commit, a criminal offence in or about the Venue(s); and/or
  - j) whilst within the Venue(s) or the vicinity thereof, fails to comply with instructions from Us and/or any Authorised Person, or refuses a security search.
28. Valid Tickets will be exchanged for Wristbands on entry into the Event. Wristbands cannot be issued until the day / date as stated on the Ticket and are only issued directly to the Ticket Holder on production of the relevant booking reference number and photographic proof of ID (driver's licence or passport). It is not possible to collect wristbands on behalf of other people and all wristbands must be placed and secured on the individual's wrist directly by Our staff. Your Wristband will be invalidated if any part of it is removed, detached, altered or defaced. Wristbands will not be reissued or replaced regardless of whether you still have your Ticket.
29. Ticket Holders must wear their Wristbands at all times whilst within the Venue(s) and Wristbands must be produced for inspection upon Our request and/or the request of any Authorised Person. Failure to do so may result in the Ticket Holder being ejected from the Venue(s) without refund or compensation.
30. The Ticket Holder is responsible for his/her own personal property brought to and into the Venue(s). Neither We nor, the Official Ticketing Agent, the Owner of the Venue(s) nor any Authorised Person accepts any responsibility for any loss, theft or damage of a Ticket Holder's personal property.

#### **Media & Recordings**

31. Photographs or any other recordings of sound or images taken by a Ticket Holder within the Venue(s) may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private, non-commercial and non-promotional purposes and in any event not for commercial gain, disseminate at any time, over the internet, radio, television and/or any other current and/or future form or type of media, any sound, image, description of the Event (in whole or in part) including (without limitation) any such content made, recorded or captured in still or moving form by mobile phones or by any other form of wireless and/or portable device, and shall not assist any other person(s) in the conduct of such activities. Any recording or transmitting equipment (including professional cameras), unauthorised photos, recordings, tapes, films or similar items may be confiscated and/or destroyed by Us.
32. Each Ticket Holder attending the Event:
- a) acknowledges that he/she is likely to be recorded and the resulting content publicly disseminated across a range of media;
  - b) acknowledges that the police and/or security staff may carry out filming for the security of Ticket Holders and the prevention of crime;
  - c) agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness captured whilst present at or about the Venue(s) (by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
  - d) acknowledges and agrees that We are the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound or images taken within the Venue(s) (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings.; and
  - e) hereby unconditionally and irrevocably grants to Us a perpetual, exclusive, freely assignable and royalty-free licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder within the Venue(s) in breach of paragraph 31 of these Conditions.

#### **General**

33. Warning – Prolonged exposure to loud noise may cause damage to your hearing. Please be aware that strobe lighting, pyrotechnics, lasers, smoke machines and other special effects may be used during the Event. We strongly recommend all attendees take any precautions they deem necessary, such as wearing earplugs.
34. No trading is allowed anywhere within the Venue(s) or in the vicinity thereof without Our prior written authorisation (and the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within the Venue(s)) and the responsible Ticket Holder could be evicted from the Venue(s) without refund or compensation.
35. The Event operates licenced bars and you need to be over the age of 19 to purchase alcohol at the Event. Please be aware that if We think that you look 25 years old or younger you may be asked to provide proof of age and if you are unable to do so you will not be served alcohol.
36. Access to each designated area within the Venue(s) is subject to capacity and We accept no liability and will not offer any Ticket refunds if a Ticket Holder is unable to attend a specific performance listed on the schedule.
37. We seek to accommodate the needs of Ticket Holders who are disabled or who have other access requirements and actively encourage you to attend the Event. If you have access requirements for the Event please contact Us regarding your requirements at [customerservice@snowbombingcanada.com](mailto:customerservice@snowbombingcanada.com).
38. Nothing in these Conditions seeks to exclude Our liability or that of, the owner of the Venue(s) or any Authorised Person for death or personal injury caused by its negligence, fraud or other type of liability which cannot be excluded or limited by law.
39. Subject to paragraph 38 above, neither We nor the Official Ticketing Agent shall have any liability to a Ticket Holder beyond the Face Value of the Ticket Holder's Ticket. Neither We nor the Official Ticketing Agent shall be responsible to the Ticket Holder for any indirect losses or damages including, but not limited to, loss of enjoyment, goodwill and/or travel or accommodation expenses. Personal arrangements including any travel, accommodation or hospitality purchases relating to attendance at the Event are at the Ticket Holder's own risk.
40. The Ticket Holder irrevocably and unconditionally consents to the collection, use and insertion into a database on Our behalf of personal information provided by the Ticket Purchaser and any other Ticket Holder for the purposes of the implementation of these Conditions subject to applicable law, including for administration, communication, enforcement and access control purposes, in accordance with Our privacy policy. We may share such information with third parties as may be generally and reasonably required for the proper and efficient staging of the Event.
41. To the extent permitted by law and with your consent, personal information provided by you to Us will be used for all purposes reasonably connected with the operations of the Event including (but not limited to): providing you with details of forthcoming connected events, offers and services; providing you with updates as to the latest concessions or any changes thereto and information concerning competitions and other promotional activity, supplying you with the goods that you request or in which We reasonably believe you may be interested; conducting market research and establishing customer profiles; and transferring or disclosing the information provided to Our professional advisers and such other parties as we considers necessary in the administration of our business. We will not use or disclose your personal information other than as set out in these Conditions and privacy policy without your prior consent. If you have any queries about this, please write to Us at Our registered office address: 30 Leicester Square, London, WC2H 7LA Attn: General Counsel. You will be given the opportunity to unsubscribe from such marketing communications when you place your order and you can unsubscribe from any email communications you receive from Us by following the unsubscribe link. Neither We nor the Official Ticketing Agent accepts any responsibility for any loss, theft, or accidental destruction of any personal information provided by the Ticket Purchaser (and any other Ticket Holder) or any financial or other loss or damage which may result, directly or indirectly therefrom.
42. In the event that any provision of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such provision had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.
43. We reserve the right to make amendments to these Conditions from time to time at Our sole discretion (including, without limitation, by amending or supplementing the Conditions of Entry and/or the list of Prohibited Items). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available at [www.snowbombingcanada.com](http://www.snowbombingcanada.com) and, upon request, from Us at the address set out in paragraph 44 of these Conditions. We shall notify Ticket Purchasers of such changes by email if they materially affect Ticket Purchasers' rights as a consumer.
44. Any information requests or other correspondence in relation to these Conditions should be addressed to: [customerservice@snowbombingcanada.com](mailto:customerservice@snowbombingcanada.com).
45. Any breach of any these Conditions may result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue(s), or his/her eviction from the Venue(s), in each case without refund or compensation in addition to any other remedy that We may have, even if the Ticket Holder did not have prior notice of the Condition or the breach. No failure or delay by Us to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.
46. All Tickets and Wristbands (and the copyright in all Tickets and Wristbands) remain Our property. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets and Wristbands must, upon the request of any Authorised Person, be delivered up to that Authorised Person. Such actions are without prejudice to other remedies which We may have.

47. These Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Conditions which is not already set out in these Conditions.
48. These Conditions will be governed by and interpreted in accordance with Canadian law. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at the Event will be submitted to the non-exclusive jurisdiction of the Canadian courts. Notwithstanding the foregoing, We reserve the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with Canadian law.
49. These Conditions shall not affect a person's statutory rights as a consumer.

## Definitions

50. When used in these Conditions, the following capitalised terms shall have the following meanings:

**"Authorised Person(s)"** means collectively all Event management, Venue(s) management, Police (RCMP), public bodies and agencies responsible for safety and security in connection with the Event or the Venue(s), and their respective staff, officials, representatives, officers and volunteers;

**"Conditions"** means these terms and conditions and the Conditions of Entry which are incorporated into these Conditions by reference together with any amendments or updates to the same issued by or on Our behalf from time to time;

**"Event"** means the Snowbombing Canada Festival (Sun Peaks, Canada);

**"Face Value"** means the specified price of the Ticket only (including HST/GST thereon) as stated on the relevant Ticket, and excludes any Handling Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including postage or courier charges);

**"Handling Fee"** means the fee payable per Ticket transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order (including HST/GST thereon);

**"Official Ticketing Agent"** means Our official appointed ticket agent for the Event: Packman Systems Limited t/a Kaboodle, acting as Our agent;

**"Original Sale Price"** means the specified price of each Ticket plus any Handling Fee (or part thereof) and other charges necessary to effect the sale or trade of that Ticket (including HST/GST thereon and any postage or courier charges);

**"Prohibited Item(s)"** means any items which We or any Authorised Person deem to be dangerous or inappropriate including (without limitation) those items specified in sub-paragraphs 27(b)(c) and (d) of these Conditions and any further items listed at [www.snowbombingcanada.com](http://www.snowbombingcanada.com) from time to time;

**"Conditions of Entry"** means the security protocols and the public order and safety conditions of admission to the Venue(s), as the same may be amended, supplemented or replaced by Us or the Venue(s) from time to time;

**"Ticket"** means any ticket (whether a hard copy ticket or an e-ticket) evidencing a personal revocable licence from Us for an individual to attend the Event and the Venue(s) in accordance with the details indicated thereon;

**"Ticket Holder"** means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket was issued or transferred;

**"Ticket Purchaser"** means the individual who has purchased a Ticket or Tickets through the Event's official ticket programme, whether on its own or as part of a Travel Package;

**"Travel Package"** means a combination of accommodation and/or transport plus a Ticket and/or other tourist services covering a period of at least 24 hours and sold at an inclusive price;

**"Venue(s)"** means the entire premises of the Sun Peaks Resort where the Event is scheduled to take place including all third party venue(s) used by Us in connection with the staging of the Event;

**"We", "Us", "Our"** means SBH Events Ltd (and, solely where payments are concerned, means Our Official Ticketing Agent);

**"Wristband"** means any valid wristband given to a Ticket Holder in exchange for their Ticket at the Event, which may be embedded with an RFID chip if it is a cashless (or partly cashless) Event;

**"You"** means the Ticket Holder, or the Ticket Purchaser and/or for Travel Packages, the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred;

## Travel Package Terms & Conditions

**When you book with Us the following Terms and Conditions become part of your contract. Please ensure that you read and understand these Terms and Conditions before booking your Travel Package. The following Terms and Conditions apply only to Travel Packages booked with Us. For the Conditions applicable to Tickets, Events and Venue(s), please refer to the main Conditions above.**

1. **Booking & Deposit Payment:** A booking is made with Us when You pay a deposit as stipulated below (or pay in full) and You are issued with a booking confirmation. We reserve the right to return Your payment and decline to issue a booking confirmation at Our absolute discretion. For all bookings made on or before the **29 August 2017**, a **\$150** per person deposit

payment is required at the time of booking. For all bookings made after 31<sup>st</sup> January 2018, payment must be made in full at the time of booking.

2. **Contract:** A binding contract will come into existence between You and Us for the provision of the Travel Package as soon as You are issued with a booking confirmation that will confirm the details of Your booking and will be sent to You or Your travel agent. Upon receipt, if You believe that any details on the booking confirmation or any other document are wrong You must advise Us immediately as changes can not be made later and it may harm Your rights if We are not notified of any inaccuracies in any document within seven (7) days of Our sending it out.
3. **Balance Payment:** Where You have paid a deposit, the balance of the cost of Your Travel Package (including any applicable surcharge) is due by 31<sup>st</sup> January 2018. If We do not receive this balance in full and on time, We reserve the right to treat Your booking as cancelled by You in which case the cancellation charges set out in clause 11 below will become payable. Where You have signed up to Our monthly payment plan to pay off Your balance payment, We will automatically deduct the agreed monthly instalment amount via standing order, from the bank account nominated by You, for every month of the duration of the payment plan. Failure to make payment in accordance with the agreed payment plan or if you choose to cancel Your booking for any reason whatsoever, will result in your booking being cancelled and the cancellation charges stipulated at clause 11 below becoming payable.
4. **Accuracy:** We endeavour to ensure that all the information and prices on Our website are accurate; however occasionally changes and errors occur and We reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the Travel Package that You wish to book before You make Your booking.
5. **Travel Insurance:** You must ensure you have adequate travel insurance, whether this is the travel insurance offered on the booking platform or travel insurance you purchase separately. You must be satisfied that Your insurance fully covers all Your personal requirements including cancellation, interruption, medical expenses, any pre-existing medical condition and repatriation in the event of accident or illness as well any winter sports coverage or other activity/adventure insurance appropriate to the activities you will be undertaking. If You choose to travel without adequate insurance, We will not be liable for any losses howsoever arising.
6. **Pricing:** We reserve the right to amend the price of unsold Travel Packages at any time and correct errors in the prices of confirmed bookings.
7. **Surcharges:** The price of Your confirmed Travel Package is subject at all times to variations in:
  - (i) transportation costs, including the cost of fuel; or
  - (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
  - (iii) the exchange rates used to calculate the price of Your Travel Package.

We will absorb and You will not be charged for any increase equivalent to 2% of the price of Your Travel Package, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of \$1.00 per person together with an amount to cover agents' commission. If this means that You have to pay an increase of more than 10% of the price of your confirmed Travel Package (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), You will have the option of accepting a change to another package if We are able to offer one (if this is of equivalent or higher quality You will not have to pay more but if it is of lower quality You will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to Us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should You decide to cancel for this reason, You must exercise Your right to do so within 14 days from the issue date printed on Your final invoice. Should the price of Your Travel Package go down due to the changes mentioned above, by more than 2% of Your confirmed Travel Package price, then any refund due will be paid to You. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of Your Travel Package due to contractual and other protection in place. There will be no change made to the price of Your confirmed Travel Package within 30 days of Your departure nor will refunds be paid during this period.

8. **Early Return:** If You are forced to return home early, We cannot refund the cost of any travel arrangements You have not used. If You cut short Your Travel Package and return home early in circumstances where You have no reasonable cause for complaint about the standard of accommodation and services provided, We will not offer You any refund for that part of Your Travel Package not completed, or be liable for any associated costs You may incur. Depending on the circumstances, Your travel insurance may offer cover for interruption and We suggest that any claim is made directly with them.
9. **If You change your Booking:** If You wish to change any part of Your Travel Package after the confirmation invoice has been issued, You must inform Us in writing as soon as possible. This should be done by the first named person on the booking. Whilst We will do Our best to assist, We cannot guarantee that We will be able to meet Your requested change. Where We can meet a request, all changes will be subject to payment of an administration fee as specified below, as well as any charges imposed by suppliers and any other costs We incur in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and You should contact Us as soon as possible. Where We are unable to assist You and You do not wish to proceed with the original booking, this will be treated as a cancellation by You. A cancellation fee may be payable in accordance with clause 11 below.

Change	Administration Fee*
Name Change	\$30 per person
Accommodation change	\$30 per booking
Date change	\$30 per booking
Transport change	\$20 per person
Change to Optional Extras	\$20 per extra

\*Important Note: Certain Travel Packages may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the Travel Package.

10. **Transfer of Booking:** If any member of Your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by You and satisfying all the conditions applicable to the Travel Package) providing We are notified not less than 28 days before departure and You pay the amendment fees stipulated at clause 9, meet all costs and charges incurred by Us and/or incurred or imposed by any of Our suppliers and the transferee agrees to these Conditions and all other terms of the contract between You and Us. If You are unable to find a replacement, cancellation charges as set out in clause 11 below will apply. Otherwise, no refunds will be given for passengers not travelling or for unused services.
11. **If You Cancel Your Booking:** If You or any other member of Your party decides to cancel Your confirmed Travel Package booking You must notify Us in writing. Your notice of cancellation will only take effect when it is received in writing by Us at [customerservice@snowbombingcanada.com](mailto:customerservice@snowbombingcanada.com) and will be effective from the date on which We receive it. Since We incur costs in cancelling Your Travel Package, You will have to pay the cancellation charges as follows:

Period before departure in which You notify Us	Cancellation Charge*
60 days or more	Deposit only
59 – 41 days	50% of total booking cost
40 – 25 days	75% of total booking cost
24 days or less	100% of total booking cost

\*Please note that insurance premiums and amendments charges are not refundable in any circumstances. Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above. Furthermore, please note that where You have opted to pay Your balance using Our payment plan, You will be required to pay the full applicable cancellation charge as stipulated in the table above, in the event You decide to cancel Your booking. This means You may have an outstanding payment to Us at the time of cancellation which You must pay to Us at the time of cancelling. If the reason for Your cancellation is covered under the terms of Your insurance policy, You may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies You have already paid to Us where We are able to do so, otherwise We will request the payment from you. The above cancellation terms only apply to Travel Packages.

12. **If We Change or Cancel:** We may occasionally have to make changes or cancel Your booking and We reserve the right to do so at any time.
- (i) **Changes:** If We make a minor change to Your Travel Package, We will make reasonable efforts to inform You or Your travel agent as soon as reasonably possible if there is time before Your departure but We will have no liability to You. Examples of minor changes include change of accommodation to another of the same or higher standard or changes to performance times, performers and artists. Please note that no scheduled acts may be considered as headline acts, regardless of their relative fame or prominence in the billing, and so cancellation by an artist will not entitle You to a refund of your Travel Package.
- (ii) **Cancellation:** We will not cancel Your Travel Package less than 60 days before Your departure date, except for reasons of *force majeure* or failure by You to pay the final balance. We may cancel Your Travel Package before this date if, e.g., the minimum number of customers required for a particular package is not reached.

If We have to make a major change or cancel, We will tell You as soon as possible and if there is time to do so before departure, offer You the choice of:

- (for major changes) accepting the changed arrangements;
- having a refund of all monies paid; or
- accepting an offer of an alternative travel package of comparable standard, if available (with a refund of any price difference if the alternative is of a lower value).

You must notify Us of Your choice within 7 days of the offer. If You fail to do so We will assume that You have chosen to accept the change or alternative booking arrangements.



- (iii) **Insurance:** If We cancel or make a major change and you accept a refund, We will provide a full refund of Your travel insurance premiums if you paid them to Us and can show that you are unable to transfer or reuse Your policy.

If We become unable to provide a significant proportion of the Travel Package that You have booked after You have departed, We will make alternative arrangements for You at no extra charge.

This clause only applies to changes or cancellation by Us to Your Travel Package booking. For changes or cancellation to the Event, please see the main Conditions above.

13. **Force Majeure:** Except where otherwise expressly stated in these Conditions, We will not be liable or pay You compensation if Our contractual obligations to You for the provision of the Travel Package are affected by any event which We or the supplier(s) of the Travel Package could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport and all similar events outside Our or the supplier(s) concerned control. Advice from the Canadian Government Office to avoid or leave the country will constitute Force Majeure.
14. **Special Requests:** Any special requests must be provided to Us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm Your requests in writing. Whilst every effort will be made by Us to try and arrange Your reasonable special requests, We cannot guarantee that they will be fulfilled. The fact that a special request has been noted on Your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on Our part unless the request has been specifically confirmed by Us. We do not accept bookings that are conditional upon any special request being met.
15. **Disabilities and Medical Problems:** We will do Our utmost to cater to any special requirements You may have. If You or any member of Your party has any medical problem or disability which may affect Your booking, please provide Us with full details before You make Your booking so that We can try to advise You as to the suitability of Your chosen Travel Package. You may be required to produce a doctor's certificate certifying that You are fit to participate. If We, acting reasonably, are unable to properly accommodate the needs of the person(s) concerned, We will advise You not to make a booking with Us or if You did not give Us full details at the time of booking, We will cancel the booking and impose applicable cancellation charges as stipulated in clause 11 above. Please note that where You have been advised by Us that We will not be able to accommodate the needs of the person concerned and/or that Your chosen Travel Package is unsuitable, but still make a booking and travel with Us, We will have no liability to You for any losses incurred or if You are not able to fully participate or utilise any element of your Travel Package.
16. **Complaints:** If You have a problem during Your trip, please inform the relevant supplier, e.g. the hotel, immediately who will endeavour to put things right. If Your complaint is not resolved locally, please inform customer services immediately who will endeavour to put things right. If the problem cannot be resolved and You wish to complain further, You must send formal written notice of Your complaint to [customerservice@snowbombingcanada.com](mailto:customerservice@snowbombingcanada.com) within 28 days of the end of Your trip, giving Your booking reference and all other relevant information. Failure to follow the procedure set out in this clause may affect Our and the applicable supplier's ability to investigate Your complaint, and will affect Your rights under this contract.
17. **Waiver:** We are not responsible for any representations made by agents, hotel employees, independent contractors or suppliers of any kind. No agent or representative of ours may waive any provisions of these Terms & Conditions. The invalidity of any provision contained herein shall not affect the validity of any other provision.
18. **Our Responsibility:** We make arrangements with independent contractors such as transfer operators, hotels & other suppliers that provide the services that you purchase as part of your Travel Package. Although We take care in selecting these suppliers, they are all independent parties and We have no control over them and are not responsible for their acts or omissions. Services provided by these independent parties are subject to any conditions imposed by the independent parties and as such, their liability is limited by their tariffs, conditions of carriage, booking terms, tickets and vouchers. Some of these terms and conditions may limit or exclude the supplier's liability to You. We are not responsible for any loss, damage or injury, whether physical or mental, or to property, resulting from any delay, substitution or deficiency of quality of equipment or services, or any act, omission, or negligence of for any of these independent parties, their agents, servants, employees or subcontractors supplying any of the services or for any claims for such loss, damage, or injury, whether physical or mental, arising therefrom, or from any claim that arises by reason of any action or omission of any party other than Us.
19. **Limitation of Our Liability:** Our liability for any loss, damage or injury, whether physical or mental, arising from our won acts, omissions or negligence, is limited to the price of the services purchased.
20. **Passport, Visa and Immigration Requirements & Health Formalities:** It is Your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to Your Travel Package. We can only provide general

information about this. You must check requirements for Your own specific circumstances with the relevant Embassies and/or Consulates and Your own doctor as applicable. Requirements do change and You must check the up to date position in good time before departure. Most countries now require passports to be valid for at least 6 months after your return date. If Your passport is in its final year, you should check with the Canadian Government.

21. **Foreign Office Advice:** You are responsible for making Yourself aware of any government advice in regard to the safety of the country and area in which You will be travelling and to make Your decisions accordingly.
22. **Behaviour:** All Our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in Our opinion or in the opinion of any hotel manager, coach driver or any other person in authority, Your behaviour or that of any member of Your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, We reserve the right to terminate Your contract with Us immediately. In the event of such termination You and/or Your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations or liability to You and/or Your party. No refunds for unused accommodation or any other arrangements will be made and We will not pay any expenses or costs incurred as a result of termination. You and/or Your party may also be required to pay for loss and/or damage and You and each member of Your party will be held jointly and individually liable for any such damage or losses. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If You fail to make payment, You and Your party will be responsible for the amount of any claims (including legal costs) subsequently made against Us as a result of Your or Your party member(s) actions together with all costs We incur in pursuing any claim against You and/or Your party. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with Your booking arrangements or with Us.