



## Customer Terms and Conditions

In these terms and conditions "Kaboodle" refers to Packman Systems Ltd t/a Kaboodle. Kaboodle sells all tickets as an agent on behalf of the organisers and promoters (referred to as Promoter) on these terms and conditions and subject to any other terms, conditions or rules applicable to that event or festival. When we say tickets, we mean a ticket for a concert, festival or other event, which may, in some cases, include accommodation, transfers and other tourist services depending on the event. Please check your booking confirmation for further information on what your ticket includes.

As agent, Kaboodle accepts no responsibility for the actual provision of any event or other services for which you purchase tickets. Our responsibilities are limited to providing the online platform to enable you to purchase tickets. Kaboodle accepts no responsibility for any information about any event or other services that Kaboodle passes on to you in good faith.

When you purchase a ticket from us, all transaction details that you provide to us (including your name and credit card details) will be held and used in accordance with our [Privacy Policy](#) and [Cookie Policy](#) and will be encrypted using SSL (secure socket layer) technology.

### Purchasing tickets

1. Tickets you purchase are for your personal use. Except as we may agree, you and your party must not re-sell or transfer (or seek to re-sell or transfer) the tickets in breach of the applicable terms. A breach of this condition will entitle Kaboodle or Promoter to cancel the tickets without prior notification, refund, compensation or liability.
2. In addition to the ticket price your order may require payment of a booking fee per ticket, a credit card handling fee, a transaction fee per order and/or other supplementary fees which may apply to the event. Those fees are not refundable unless stated otherwise below.
3. If you order or buy more tickets than the maximum permitted per person, per card or per household, we may cancel all of the order or tickets, in which case you will be refunded the ticket price, but any booking, transaction or supplementary fees you have paid will be retained by Kaboodle.
4. You must inform Kaboodle of any change of address, contact phone number or email address, both before and after receipt of the tickets. Our contact details are below. Our preferred method to contact you is email, so you should take care to provide a current, valid email address and be aware that your email filter settings may treat our emails as spam or direct them to your junk folder.
5. An order for tickets is not complete until accepted by us. We try to ensure all prices are accurate but errors may occur. If we discover an error in the price of tickets you have ordered we will inform you as soon as possible and we may either cancel the order (in which case you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid) or give you the option of confirming your order at the correct price.
6. All payments required under your contract with the Promoter must be made by you in full and by the due date specified at the time of booking. Failure to do so may result in your booking being cancelled and all payments made by you up until that date being retained by the Promoter.
7. Where you have chosen to pay a deposit or on a payment plan (if available), additional payment(s) must be made according to the terms set out at the time of booking and failure to pay could result in additional charges and/or cancellation with no refund.
8. Our payment plan allows you to pay for festival tickets in instalments over a defined period of time. Any booking, credit card handling, transaction, supplementary and/or delivery fees will be included in the first payment we take. The amount we will take on a monthly basis will be stated in the terms at the time of booking. Additional payments will be taken from your account on the

same date every month as the original payment amount was taken (or next working day afterwards). The method of payment at the time of booking will be used for all subsequent payments.

9. If the funds are not available in your account, or if your card has expired, you will be notified and given the opportunity to pay the amount due. After notification if you are unable to make the payment due you may incur additional charges or your booking will be cancelled with no refund.
10. Kaboodle reserves the right to cancel bookings which it reasonably believes to have been made fraudulently.

### **Cancellation Rights and Refunds**

11. Tickets cannot be transferred, exchanged, or refunded once purchased other than for the reasons set out in these terms and conditions or the event or festival terms and conditions.
12. No duplicate tickets will be issued to replace tickets that have been lost or stolen after they have been delivered to you, and nor will such tickets be refunded.

### **Cancellation, change or postponement of an event**

13. Decisions to change or cancel events are the responsibility of the Promoter. Kaboodle cannot guarantee to inform you of any change or cancellation of any event or be held responsible for refunds or for any resulting costs you may incur for travel, accommodation, any other related goods or service or other compensation.
14. You should always check that an event is going ahead at the scheduled date, time and venue.
15. If Promoter cancels or makes significant changes to an event and confirms this to Kaboodle, Kaboodle will try to inform you. You will usually be contacted by letter for phone bookings or email for online bookings. In urgent cases it may be by phone.
16. Tickets are sold subject to the Promoter's right to alter or vary an event programme without being obliged to refund monies or exchange tickets.
17. If an event is rescheduled or moved, Promoter may give you the option of either retaining or exchanging your tickets for the new date/location, or alternatively claiming a refund. If an event is cancelled by Promoter you may be offered a refund. Please note that any fees paid other than the face value of the ticket are not refundable in these circumstances.

### **Delivery**

18. Tickets may be dispatched to you electronically or by post (including secure, registered, recorded and/or regular post) or made available for collection at the venue box office.
19. We will try to dispatch tickets to you promptly by the dispatch method agreed at the time of booking but we may, where reasonable, make tickets available for collection at the box office instead of posting them to you if:
  - (i) posting is impractical due to timing or circumstances beyond our control (e.g. strikes); or
  - (ii) necessary for reasons of identification; or
  - (iii) your tickets are lost in the post
  - (iv) we are otherwise unable to post tickets to you for any reason.

You will be notified by phone, email or in writing (using the contact details provided by you) if this becomes necessary. Please note the conditions for box office collection below.

20. For tickets delivered by post, we cannot usually specify the dates on which you will receive tickets. If you do not inform us of the non-receipt of tickets within a reasonable time (in any event at least 7 days before the event) we will have no liability to you.
21. If tickets sent by post are returned to us marked "addressee gone away", "addressee unknown" or similar words indicating that you do not reside at the address, your order may be cancelled and the ticket price and any booking, transaction or supplementary fees you have paid retained by Kaboodle, or your order may be made available for collection at the box office.

22. To collect tickets at the box office the lead named ticket holder must be present with photographic ID (driver's licence or passport) and booking confirmation. Other forms of identification or letters authorising collection may not be accepted and the tickets may be withheld at the box office.
23. Always check your tickets upon receipt and advise us promptly of any errors. Mistakes when ordering cannot always be corrected and any corrections are discretionary.

### **Refunds**

24. If for any reason you are entitled to a refund, in most cases you must return any tickets you have. Please follow the refund instructions otherwise you may not receive a refund. If these require you to return the tickets, do so promptly and within the timeframe communicated to you. Tickets should be returned (with a copy of the email or letter entitling you to a refund, or a covering note containing your order reference number and contact information) to the specified address by registered post (or an equivalent secure postal method). Please note that the return postage cost is non-refundable.
25. Any refund will usually be paid by us, using the same method you used to buy the tickets, within 30 days of the original date of the event or the date that we receive your returned tickets, whichever is later.
26. For more information about refunds, please contact Kaboodle Customer Services using the details set out below.
27. No refunds will be offered under any circumstances if you fail to comply with the all terms and conditions applicable to those tickets, the venue or the event (see paragraph 29 below).

### **Attending an event**

28. Events are not the responsibility of Kaboodle. Kaboodle does not organise events and has no responsibility whatsoever for any loss or damage of any kind suffered at or in connection with any event (including loss, damage or theft any personal property at an event).
29. Admission to an event is at all times subject to any terms, conditions or rules of the event, the Promoter and the venue operator. If you breach those terms, conditions or rules then Promoter or the venue operator may refuse admission or require you or other ticket holders to leave the venue.
30. Before you finalise your booking, please read all the information that applies to the event and/or ticket. If you or any member of your party has particular requirements please raise these when booking and we will endeavour to address your query. There can be no guarantee that requirements can be met if notified at the event.
31. When you receive your tickets check the details carefully. When attending the event, carry proof of age if appropriate.

### **Privacy**

32. We may share your personal information with Promoter, venue operators, coach operators and others as necessary for the purposes of the event. We will not otherwise share that information for marketing or any other purposes without your consent (as part of the booking process or otherwise) unless required by law.
33. If you have registered with Kaboodle and/or any of our associated companies, your interest in receiving marketing or other information and thereby given your consent, you may be contacted with relevant promotions, offers or information that you have expressed an interest in or that might be of interest to you. If you do not wish to receive further material please unsubscribe from the offers.
34. We will always respect your privacy and any personal communication between you and ourselves. We will always comply with United Kingdom data protection legislation.

## **General**

35. Kaboodle cannot be liable in any way for the acts or omissions of others (including Promoter and venue operators). However, Kaboodle does not seek to exclude its liability to you for death or personal injury caused by its negligence, fraud or any other liability which cannot be lawfully excluded or limited.
36. These terms and conditions do not create any rights or obligations enforceable by or against anyone other than Kaboodle, you and, as Kaboodle contracts as Promoter's agent, Promoter who has direct rights and obligations under these terms and conditions.
37. The purchase by you of tickets and these terms and conditions (and any contractual or non-contractual matters arising in relation to these terms and conditions) are governed by English law and any disputes arising out of any transaction between you and Kaboodle are subject to the exclusive jurisdiction of the English Courts.
38. If you wish to complain about anything with regard to the event you may contact us on the email below. We will then liaise with the Promoter on your behalf in order to resolve your complaint. Please note that because we only act as a ticketing agent, we have no control over how complaints are dealt with or resolved by the Promoter. As ticketing agent, our responsibility only extends to forwarding any complaints you have on to the Promoter and liaising with them on your behalf where necessary, but we have no further liability to you.

## **Contact Kaboodle**

39. If you need to contact Kaboodle Customer Services please use the details set out below, quoting the order number you were given at the time of purchasing your tickets (if applicable).

Address: 3 The Stables, Parrswood Entertainment Centre, East Didsbury, Manchester M20 5PG

Telephone: 1-855-578-5395 (toll free)

To email: [customerservice@snowbombingcanada.com](mailto:customerservice@snowbombingcanada.com)