

TICKET REFUND PROTECTION TERMS AND CONDITIONS

These terms and conditions only apply if you have purchased Refund Protection. When you do that, your agreement with Us is set out in the terms and conditions below in addition to the standard Terms and Conditions found on the Ticket Merchant's website and any applicable Event specific terms, which together form one agreement. Nothing in these terms and conditions limits your rights under consumer law.

Yeltrah Ltd tas EventCover, and its partner EOS Claims LLP, have been engaged by the Ticket Merchant to administer all refunds under these terms and conditions.

WHAT WILL WE REFUND?

We will refund You the unused cost of Your Ticket Price that cannot be recovered from anywhere else if the Ticket Holder suffers an Inability to Attend an Event because of any of the following circumstances, that are neither expected nor intended by You or the Ticket Holder and are outside Your and the Ticket Holder's control:-

- a) physical bodily injury to or sickness of a Ticket Holder or a member of their Immediate Family that occurs between the time that the Ticket Price is paid by You to Us and the day of the Event which does not allow the Ticket Holder to attend or participate in the Event and which is further confirmed by a licenced Physician or Doctor in writing.

Please note we do not provide a refund if any application arises out of, is contributed to by, or results from Coronavirus disease(COVID-19); Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or any mutation or variation of SARS-CoV-2 (see paragraphs 2. and 3. below under the heading "WHAT WE WILL NOT REFUND");

- b) the death prior to the Event of a Ticket Holder or a member of their Immediate Family which results in the Ticket Holder being unable to attend or participate in the Event and which is supported by a death certificate;
- c) Pre-Existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury of a Ticket Holder or a member of their Immediate Family that they were aware of at the time the Ticket Price was paid by You to Us that would not normally preclude the Ticket Holder from attending or participating in the Event and which is further confirmed by a licenced Physician or Doctor in writing;
- d) pregnancy complication of the Ticket Holder which the Ticket Holder was unaware of at the time that the Ticket Price is paid by You to Us and which results in the Ticket Holder being unable to attend or participate in the Event and which is further confirmed by a licenced Physician or Doctor in writing;
- e) birth of a child of the Ticket Holder occurring in the 7 days prior to the Event;
- f) where the Ticket Holder is the victim of an indictable criminal assault within 10 days of the Event and which results in the Ticket Holder being unable to attend or participate in the Event;
- g) the unexpected disruption, strike or failure of the common carrier used for transportation by the Ticket Holder and which the Ticket Holder could not have reasonably known about before the Ticket Price was paid by You to Us and which results in the Ticket Holder being unable to attend or participate in the Event or, if another means of public transport is available to the Ticket Holder, and this takes at least an additional 30 minutes of transportation time to travel to the Booking;
- h) the cancellation, rescheduling or delay of airline flight(s) which results in the Ticket Holder being unable to attend or participate in the Event and which the Ticket Holder was unaware of at the time the Ticket Price was paid by You to Us;
- i) in the 48 hours prior to the commencement time of the Event the vehicle taking the Ticket Holder to the Event suffering unexpected mechanical breakdown (excluding running out of fuel), accident, fire or theft requiring the assistance of a repair organisation and which results in the Ticket Holder being unable to attend or participate in the Event;

- j) a summons being received by the Ticket Holder to attend court as a juror which results in the Ticket Holder being unable to attend or participate in the Event and which the Ticket Holder was unaware of at the time the Ticket Price was paid by You to Us;
- k) a summons for the Ticket Holder to appear as a witness in court proceedings which results in the Ticket Holder being unable to attend or participate in the Event and which the Ticket Holder was unaware of at the time the Ticket Price was paid by You to Us;
- l) a requirement for the Ticket Holder or a member of their Immediate Family to re-sit an examination to take place on the date of the Event which results in the Ticket Holder being unable to attend or participate in the Event provided the Ticket Holder or the member of their Immediate Family was unaware of either the failure of the original examination and/or the date of the resit at the time the Ticket Price was paid by You to Us;
- m) the unforeseen change of date of an examination for a course the Ticket Holder was registered on at the time the Ticket Price was paid by You to Us and which results in the Ticket Holder being unable to attend or participate in the Event;
- n) a burglary, fire, malicious damage or flood at the residence or the business premises or agricultural holding owned, leased, licenced or occupied by the Ticket Holder which requires the Ticket Holder to be present at the residence or premises to perform necessary protective steps and which results in the Ticket Holder being unable to attend or participate in the Event;
- o) if the Ticket Holder is a member of the Armed Forces, Reserve Armed Forces or Emergency Services and is recalled or summoned to work, posted overseas or is required to be on duty on the date of the Event which was unknown to the Ticket Holder at the time that the Ticket Price was paid by You to Us and which results in the Ticket Holder being unable to attend or participate in the Event;
- p) a requirement imposed on the Ticket Holder by their employer to move address, remain at their office, undertake a business trip or attend or travel to a business appointment with a supplier, contractor or customer which was unknown to the Ticket Holder at the time that the Ticket Price was paid by You to Us and which results in the Ticket Holder being unable to attend or participate in the Event. The move of address may be temporary or permanent provided the new address is more than 100 miles from the Ticket Holder's primary residence and provided the business trip or travel is more than 100 miles from the Event;
- q) where a government or local authority has issued a warning not to travel due to adverse weather which prevents the Ticket Holder attending or reaching the Event , provided the venue at which the Event is to take place remains open;
- r) if the Ticket Holder is unexpectedly made compulsorily redundant by their employer through no fault of the Ticket Holder which was unknown to the Ticket Holder or You at the time that the Ticket Price was paid by You to Us and which results in the Ticket Holder being unable to attend or participate in the Event;
- s) the theft of the Ticket Holder's identity papers (identity card or passport) occurring in the month before the Event date and which results in the Ticket Holder being unable to attend or participate in the Event provided the theft is reported to the competent police authorities and a crime reference number is obtained;
- t) the theft of the Ticket Holder's ticket or voucher for the Event committed by break-in and/or assault and which results in the Ticket Holder being unable to attend or participate in the Event, provided the theft is reported to the competent police authorities and a crime reference number is obtained.

WHEN ARE YOU ELIGIBLE FOR A REFUND?

You are eligible for a refund if :-

1. The reason leading to an Inability to Attend by the Ticket Holder first occurred after the purchase of the Ticket Price between Us and You has been confirmed.
2. The reason leading to an Inability to Attend by the Ticket Holder did not arise from any known pre-existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury (as defined in paragraph 2.8 "Pre-Existing Condition" below), unless the Ticket Holder received a release to attend or participate in the Event from their licenced Physician or Doctor.
3. Prior to purchase of the Ticket Price the Ticket Holder and/or You knew no fact or condition which could reasonably cause or lead to an Inability to Attend the Event.
4. The reason leading to an Inability to Attend by the Ticket Holder is not due to a personal change in plans or the venue at which the Event is to take place closing or the Event is cancelled, abandoned, postponed, interrupted or relocated.

For the avoidance of doubt, You will only be entitled to a refund of that part of the Ticket Price for the individual Ticket Holder(s) who suffer(s) an Inability to Attend the Event.

DEFINITIONS

1. Ticket Holder means the person(s) attending the Event for which the Ticket Price has been paid by You to Us.
2. Immediate Family means the Ticket Holder's:
 - 2.1 legal or de facto spouse;
 - 2.2 civil partner;
 - 2.3 children, step-children or the person or guardian responsible for looking after their children where the children are minors;
 - 2.4 daughter(s) and son(s) in law;
 - 2.5 grandchildren;
 - 2.6 parents, parents-in-law, step-parents;
 - 2.7 grandparents;
 - 2.8 siblings;or
 - 2.9 fiancé or fiancée,

who are under 81 years of age at the time of the purchase of the Ticket Price and who are resident in New Zealand, Australia or the United States of America.

3. Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.
4. Ticket Price means the refundable transaction value of monetary fees including any booking, handling and service fees that are required to be paid by You to Us for the Ticket Holder to attend or participate in the Event.
5. Event means the pre-booked ticket, enrolment, entrance or registration fee together with any ancillary services or facilities for which a Ticket Price has been paid by You to Us.
6. Physician /Doctor means a person (other than You or the Ticket Holder) who is not related to You or the Ticket Holder by blood, marriage or civil partnership who is licenced to prescribe drugs and administer medical treatment (within the scope of such licence) at the location where the treatment is provided. A Physician/Doctor does not include a naturopath, a herbalist or a homeopath.
7. Pre-Existing Condition means the physical impairment, defect, degenerative process, illness, sickness, disorder, injury, infirmity, medical or psychological condition of the Ticket Holder or a member of the Immediate Family which existed prior to the time the Ticket Price was paid by You to Us.

For the purpose of this definition a physical impairment, defect, degenerative process, illness, sickness, disorder, injury, infirmity, medical or psychological condition exists prior to the time the Ticket Price was paid by You to Us, if it has been diagnosed by a Physician/Doctor prior to time

the Ticket Price was paid by You to Us or, in the event it has not been so diagnosed, then in the opinion of a Physician/Doctor the Ticket Holder or the member of the Immediate Family could reasonably have been expected to be aware of its existence prior to time the Ticket Price was paid by You to Us.

8. We/Us/Our means the Promoter
9. You /Your means the person(s) responsible for paying the Ticket Price.

WHEN WILL WE MAKE A REFUND?

1. You are eligible for a refund of the Ticket Price if :
2. The reason leading to an Inability to Attend by the Ticket Holder first occurred after the Event between Us and You has been confirmed.
3. The reason leading to an Inability to Attend by the Ticket Holder did not arise from any known pre-existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury (as defined in paragraph 2.8 "Pre-Existing Condition" below), unless the Ticket Holder received a release to attend or participate in the Event from their licenced Physician or Doctor.
4. Prior to purchase of the Ticket Price the Ticket Holder and/or You knew no fact or condition which could reasonably cause or lead to an Inability to Attend the Event.
5. The reason leading to an Inability to Attend by the Ticket Holder is not due to a personal change in plans or the venue at which the Event is to take place closing or the Event is cancelled, abandoned, postponed, interrupted or relocated.

For the avoidance of doubt, You will only be entitled to a refund of that part of the Ticket Price for the individual Ticket Holder(s) who suffer(s) an Inability to Attend the Event.

WHAT WE WILL NOT REFUND?

We will not provide a refund any costs or the Ticket Price:

1. if the Ticket Holder suffers injury, sickness or death, that arises from any known Pre-Existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury, unless the Ticket Holder received a release to attend or participate in the Event from their licenced Physician or Doctor.
2. if any application for a refund arises out of, is contributed to by, or results from Coronavirus disease(COVID-19); Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or any mutation or variation of SARS-CoV-2
3. if the Ticket Holder is fearful or there is a threat of catching a Communicable Disease leading to an Inability to Attend or if there is an imposition of quarantine or restrictions or any action is taken in controlling, preventing, suppressing or in any way relating to the movement of people or animals by any local, national or international body or agency due to a Communicable Disease.
4. if prior to the confirmed Ticket Price purchase by You, the Ticket Holder had any known fact or condition which could reasonably cause or lead to an Inability to Attend or participate in the Booking.
5. if the Ticket Holder's Inability to Attend resulted from:
 - 5.1. acts committed with the intent to suffer an Inability to Attend the Booking;
 - 5.2. the use or misuse of alcohol (either directly or indirectly) or drugs (either recreational or medical), or non-compliance with prescribed medical treatment, regime, therapy, advice or medication;
 - 5.3. intentionally self-inflicted harm;
 - 5.4. suicide or attempted suicide (whether sane or insane);
 - 5.5. cosmetic or any other elective surgery;
 - 5.6. organ harvesting surgery save if elective surgery to donate an organ to a member of the Immediate Family;
 - 5.7. mental, nervous or emotional disorders that do not require immediate hospitalization;

- 5.8. routine pre-natal care, fertility treatments, elective abortion, pregnancy complications which occur in the 9 weeks before or after the expected date of delivery.
- 5.9. engaging in extreme sports, including but not limited to:
 - i) skydiving, base jumping, hang gliding, or parachuting;
 - ii) bungee jumping;
 - iii) caving, rappelling, or spelunking;
 - iv) skiing or snowboarding outside of marked trails or in an area accessed by helicopter;
 - v) climbing sports or free climbing;
 - vi) personal combat or fighting sports;
 - vii) racing of any motorized vehicle or motorcycle or watercraft;
 - viii) free diving or scuba diving at a depth greater than 60 feet or without a dive master, by the Ticket Holder and/or a member of the Immediate Family.
6. a criminal or fraudulent act.
7. nuclear reaction, radiation, or radioactive contamination.
8. seepage, pollution, or contamination or any biological or chemical contamination.
9. war (declared or undeclared), acts of war or military duty save as provided for in o) under the heading WHAT WILL WE REFUND? above.
10. civil commotion or disorder, riot, or unrest.
11. any act of terrorism or threat or fear thereof.
12. a cyber incident or cyber act including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any cyber incident or act or the fear or threat of any cyber act.
13. the financial collapse or default of any transport, tour, venue or venue provider in which the Event is to take place and/or any other service providers.
14. the prohibition, regulation or order by any local authority or government agency save as provided for in q) above under the heading WHAT WILL WE REFUND? above.
15. natural disasters.
16. the Ticket Holder making changes to personal plans, having a business or contractual obligation, or rescheduling a prior appointment save as provided for in p) under the heading WHAT WILL WE REFUND? above.
17. any expected or foreseeable events.
18. the Ticket Holder travelling to a country, region, or city for which their government has issued a travel advisory in writing prior to their departure date.
19. the Ticket Holder travelling to a sanctioned country for any business or activity to the extent that such travel would violate any national economic or trade sanction law or regulations.
20. the Ticket Holder is prevented from travelling to an Event due to an outbreak of an epidemic, pandemic, Communicable Disease or coronavirus and the Government or any agency acting on behalf of the Government has imposed a ban on travel;
21. if the venue at which the Event is to take place closes or the Event is cancelled, abandoned, interrupted, relocated or postponed.

GENERAL REQUIREMENTS

1. You and the Ticket Holder must make all necessary arrangements to arrive at the Event on time.
2. You and the Ticket Holder must not be aware of any material fact, matter or circumstance, at the time of purchase of the Ticket Price which may give rise to a refund request.
3. You must take all reasonable precautions to prevent or reduce any request for a refund.
4. unless We agree otherwise:
 - a) the language of this document and all communications relating to it will be English; and
 - b) all aspects of the contract, including negotiation and performance, are subject to the laws of New Zealand and the decisions of the courts of New Zealand.

REQUESTING A REFUND

1. In the event of a reason leading to the Ticket Holder's Inability to Attend or participate in an Event, You are responsible for reporting the event within 45 days of the date of the Inability to Attend, by following the instructions as set out in Your Booking Confirmation Form and completing the refund request details.
2. Where You have purchased multiple tickets for up to 8 Ticket Holders in total who are part of the Immediate Family to attend the Event and one or more of the Ticket Holders who are part of the Immediate Family is prevented from attending the Event due to an Inability to Attend and as a result one or more of the remaining Ticket Holders are unable attend the Event, then you may apply for a partial refund. Details and examples of how your partial refund will be calculated can be found under the heading "APPLYING FOR YOUR RIGHT TO REFUND" below.
3. You must:
 - a) Follow the instructions and provide information as requested by EventCover or EOS Claims LLP
 - b) Authorize Us or our authorized representative(s) or agent(s) to obtain documentation, records and other information as needed;
 - c) Agree to the independent medical examination of the Ticket Holder or member of the Immediate Family if required by Us or our authorized representative(s) or agent(s);
 - d) Co-operate with Us or our authorized representative(s) or agent(s) in the investigation, defence or settlement of the Ticket Price; and
 - e) Assist Us or our authorized representative(s) or agent(s), upon our request, in the enforcement of any right or remedy against any person or entity which may be liable to You for the Ticket Holder's Inability to Attend or participate in the Event.
 - f) You will not, except at your own cost, voluntarily make a payment, assume any obligation, agree to a settlement, or incur any expense related to the refund of the Ticket Price without Our consent. We will contribute \$100 towards a Physician's/Doctor's report obtained by You in support of a valid Right to Refund claim.
 - g) Refund of Ticket Prices will be calculated in accordance with these Terms and Conditions.

You will be asked to provide at Your own expense the following within 45 days of registering Your refund application:

- the original unused ticket(s) and vouchers for all parts of the Ticket Price ;
- a Physician/ Doctor's note or certificate where Your refund request is for injury, sickness or pregnancy complication, or a death certificate where our refund request is for death;

- an official notification from the transport service provider in the event of delay, cancellation, mechanical breakdown or accident in relation to the public transport that was due to take The Ticket Holder to the Event. In the event of a scheduled airline failure, a copy of Your airline ticket will also be required;
- for the breakdown of a private vehicle, a vehicle recovery service report, copy of garage repair bill or parts receipt or in the case of vehicle repairers or police;
- the original jury invitation inviting You to be a juror;
- in the event of a burglary or theft of ticket(s) the police report with crime reference number or an email from the booking agent confirming that the ticket(s) cannot be replaced or re-issued;
- in the event a home emergency, a copy of either the emergency services reference number and/or the submission of Your claim to Your home insurer;
- the original witness summons requesting You to appear in court;
- a copy of a valid visa permitting Your travel to the Event;
- a note from Your commanding officer confirming armed service recall or a military order;
- confirmation of relevant road closures from the Police or the relevant Government agency if requesting a refund due to an official weather warning being issued;
- a letter from Your current employer confirming the relocation;
- any reasonable additional evidence that We ask for.

EXAMPLE OF CALCULATION OF ENTIRE OR PARTIAL REFUND OF TICKET PRICE FOR TICKET HOLDERS WHO ARE PART OF THE IMMEDIATE FAMILY.

EXAMPLE 1 – ENTIRE REFUND - ONE OF THE TICKET HOLDERS IS ILL AND THE ENTIRE REMAINING TICKET HOLDERS ARE UNABLE TO ATTEND THE EVENT.

You have booked event tickets for your family of 4 Ticket Holders at a cost of \$1,000.

Your 10 year son, who is one of the Ticket Holders, falls ill as certified by a Doctor and is unable to attend the event and the rest of the Ticket Holders (3) as a result are unable to attend the event as they have to stay home to care for him as he cannot be left alone. You will be refunded \$1,000.

EXAMPLE 2 – PARTIAL REFUND – ONE OF THE TICKET HOLDERS IS ILL AND CANCELS BUT THE REST OF THE TICKET HOLDERS STILL ATTEND THE EVENT.

You have booked event ticket for your family of 6 Ticket Holders at a cost of \$1,500.

One of the Ticket Holders who is your 28 year old brother falls ill as certified by a Doctor and is unable to attend the event. The rest of the Ticket Holders (5) still attend the event. You will be refunded \$250.