



Appendix B

Ticket Refund Protection

Terms and Conditions

What is a Ticket Holder Covered For?

We will provide a refund of the **Ticket Price** paid by the **Customer** for tickets to an **Event** should the **Ticket Holder** be unable to attend, or arrive late at the **Event** such that they are unable to utilise the ticket(s), solely as a direct result of:

- incapacity of the **Ticket Holder** caused by an **Accident, Bodily Injury** or **Sickness** or a personal medical emergency before the **Event**.
- incapacity of a **Dependent** through **Accident, Bodily Injury** or **Sickness** first commencing before the **Event** necessitating the support of the **Ticket Holder**.
- pregnancy of the **Ticket Holder** where the birth date is due 30 days before or after the **Event**.
- **Adverse Weather** preventing the **Ticket Holder's** attendance at the **Event**.
- **Travel Delay** on the day of the **Event** due to a cause outside of the control of each of the **Ticket Holders** that solely and directly prevents the **Ticket Holder's** continued transit to the **Event**.
- death of the **Ticket Holder**.
- death of a member of the **Ticket Holder's Immediate Family** within thirty (30) days before the date of the **Event**.
- strikes, riots, civil commotion, martial law, **Terrorism** or a **Volcanic Ash Event**.
- the **Ticket Holder's** inability to attend due to being a member of the armed forces who is unexpectedly called to duty.
- the unavoidable requirement for the **Ticket Holder** to remain at home due to serious damage to the **Ticket Holder's** home or place of business caused by fire, aircraft, explosion, storm, flood, subsidence, earthquake, falling trees, burst pipes, lightning, malicious persons or theft within 3 days before the days of the **Event**.
- the unavoidable requirement of the **Ticket Holder** to perform jury service where the jury summons was first received by the **Ticket Holder** after the date of ticket purchase.
- the **Ticket Holder** being summoned to appear at court proceedings as a witness where the witness summons was first received by the **Ticket Holder** after the date of ticket purchase.
- the **Ticket Holder** thirty (30) days before the date of the **Event** being **Relocated** by their current employer for work

more than 100 miles from the **Venue** and which the **Ticket Holder** was unaware of at the time of ticket purchase.

- the **Ticket Holder** within thirty (30) days before the **Event** date being unexpectedly made compulsorily Redundant
- the inability of the **Ticket Holder** to attend an **Event** due to a government-mandated travel ban in the **Ticket Holder's** home region/country being implemented after the purchase of the ticket(s) preventing the travel of the **Ticket Holder** to where the **Event** is taking place.

What is a Ticket Holder Not Covered For?

Ticket Refund Protection does not cover any refund application for or resulting from:

- refunds in respect of tickets for a **Cancelled Event** or an **Abandoned Event**.
- closure of the **Venue**.
- the inability of the **Ticket Holder** to attend a rescheduled **Event**.
- Any **Known Circumstance**, other than a pre-existing medical condition, being in the public domain, at the time of the ticket purchase, that prevents the **Ticket Holder** from attending their booked **Event**.
- **Non-Appearance** of any **Participant**.
- **National Mourning**.
- death, **Bodily Injury** or **Sickness** of the **Ticket Holder** directly or indirectly caused by a criminal act committed by the **Ticket Holder**.
- failure of the **Ticket Holder** in the event of **Bodily Injury** or **Sickness** to consult a duly qualified medical practitioner and comply with the medical advice given by the medical practitioner.
- actual or threatened war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition or destruction of or damage to property by or under order of any government or public or local authority.
- **Ticket Holder** failing to observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- **Ticket Holder's** lack of care, diligence or prudent behaviour.
- a situation the **Ticket Holder** was aware of at the time of purchase
- inability to gain or maintain a **Visa** in or denial of entry to the country the **Event** is scheduled to take place, howsoever caused.
- fraud, misrepresentation or concealment by the **Ticket Holder**.
- financial failure of or financial default by anyone.

- any additional costs incurred by Ticket Holder in relation to your refund application.
- reimbursement of the Ticket Refund Protection fee charged by the **Ticket Seller**.
- any reason not listed in “What is a Ticket Holder covered for?”

Important Conditions

General Conditions

- Any fraud, misstatement, concealment or negligent statement in the information provided in the making of a refund application shall render the application voidable by Secure My Booking.
- Where a ticket covers multiple days for a single **Event** the value of the ticket will be split by the number of days equally when a refund is applied for is less than the full duration of the ticketed **Event**.
- Any and all refund payments due under the terms and conditions of the Ticket Refund Protection may be made payable to a third party(s) as directed by the **Customer**. Payment of such refunds shall be a sufficient and complete discharge of all of the obligations to the **Customer** and/or the **Ticket Holder** in connection with said refund application(s).
- This Ticket Refund Protection is governed by and construed in accordance with the applicable law and subject to the exclusive jurisdiction of the courts of the country, state or province that the Ticket Seller is legally registered.

How Does a Ticket Holder Apply For A Refund?

Refund requests should be submitted online at www.ticket-refunds.com within sixty (60) days of the **Event**. However, we should point out that the Ticket Refund Protection covers a list of circumstances in which Ticket Holder may apply for a refund and we are unable to consider any circumstances that are not listed.

Ticket Holder will be asked to provide evidence to support your request for a refund including, but not limited to:

- a doctor’s certificate or hospital letter confirming the dates and nature of Ticket Holderr incapacity/illness.
- a copy of the death certificate, order of service or obituary notice.
- evidence such as an official police report, insurance claim for vehicle damage, report from a roadside assistance service or a repair invoice.
- confirmation of a delay from a public transport provider which details the cause, date and extent of a delay.
- a copy of Ticket Holder summons for jury service.
- web links from a reputable national news outlet detailing the circumstances surrounding the request for a refund.
- confirmation detailing the **Adverse Weather** event from bulletins issued by local or government agencies and / or web links from a reputable national news outlet.
- a building’s insurer/loss adjuster's report or report from the emergency services which clarifies the nature and

extent of the damage.

- official armed forces document.
- any reasonable additional evidence Ticket Holder are asked for.

Definitions

The words or phrases that appear in bold in the Ticket Refund Protection terms & conditions have the meanings shown below:

- **Abandonment or Abandoned** means the inability to complete the **Event** once commenced.
- **Accident** means a sudden, unexpected and unintended, specific event that occurs at an identifiable time and place.
- **Adverse Weather** means extreme weather where a travel alert has been issued on the day of the **Event** in the Country in which the Event is taking place advising against travel so preventing Ticket Holder(s) ability to safely travel to the **Venue**.
- **Bodily Injury** means an identifiable physical injury, including illness resulting from such injury, which is caused by an **Accident** occurring after the ticket was purchased.
- **Cancellation or Cancelled** means the inability to proceed with any or all of the **Event(s)** that the **Ticket Holder** has purchased a ticket for before the commencement of the **Event(s)**.
- **Customer** means a person who purchases a ticket from the **Ticket Seller** and who has subscribed to the Secure My Booking Ticket Refund Protection on their own behalf and/or on behalf of others in respect of that ticket.
- **Dependent** means a person(s) of the **Immediate Family** of the **Ticket Holder** who is reliant on the support of the **Ticket Holder**
- **Event** means the particular dated and timed event for which the ticket was purchased.
- **Immediate Family** means the mother, father, mother-in-law, father-in-law, stepmother, stepfather, sister, brother, child, spouse, civil partner or cohabitee (and their children) and civil law partner, grandparent, legal guardians and foster parents of the **Ticket Holder**.
- **Known Circumstance** is an occurrence or happening, that the **Ticket Holder** would have prior knowledge of or that has been announced to the general public, advising of an activity or activities that are to occur on a specified time, date, location or locations that could affect the general public, as an example, strike action, removal of public services.
- **National Mourning** means **Cancellation, Abandonment, Relocation or** postponement of the **Event** caused by any period of mourning declared by the Government or Monarchy of the country in which the **Event** is due to take place.
- **Non-Appearance** means any loss in consequence of the **Cancellation or Abandonment** of the **Event** arising directly or indirectly from the death, **Accident, Sickness or Travel Delay** of the **Participant**.
- **Participant** means any party including, without limitation, any act, artist, celebrity, sports or other person(s) billed to appear or perform at the **Event** or any provider of technical services, who is contracted to perform a function critical to

the successful fulfilment of the **Event**.

- **Redundancy or Redundant** means the unexpected compulsory termination of employment of the **Ticket Holder** by their full-time employer within thirty (30) days before the **Event**.
- **Relocated** means the enforced move away of the **Ticket Holder** from their current domicile within the country of the **Event** by at least 100 miles to maintain their current full-time employment, this move away being orchestrated by their full-time employer within thirty (30) days before the **Event**.
- **Sickness** means an illness that is sufficiently debilitating to prohibit the safe movement of the **Ticket Holder** concerned and their ability to travel.
- **Terrorism** means an unlawful act including, but not limited to, the use of force or violence and/or the threat thereof by any person(s) acting individually or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public or any part thereof in fear.
- **Ticket Holder** means a person who holds a ticket purchased by a **Customer** and who can demonstrate that the **Customer** purchased Ticket Refund Protection from a **Ticket Seller** on their behalf in relation to that ticket.
- **Ticket Price** means the ticket price, including any booking fees, service fees and fulfilment costs as evidenced in the confirmation of ticket purchase excluding any charge applicable under the Secure My Booking Ticket Refund Protection.
- **Ticket Seller** means a ticketing provider or platform or ticket agency or venue from whom the **Customer** has purchased a ticket and who has purchased Ticket Refund Protection.
- **Travel Delay** means a delay commencing on the day of the **Event** where Ticket Holder are starting your travel in the country where Ticket Holder **Event** is being held.
- **Venue** means the place(s) as detailed on the ticket purchased where the **Event** is to be held.
- **Visa** means an endorsement on a passport indicating that the holder is allowed to enter, leave or stay for a specified period of time in a country.
- **Volcanic Ash Event** is a phenomenon caused by the eruption of a volcano sending an ash cloud into the atmosphere.