

To make a reimbursement application please click **HERE** 

### Terms and Conditions

Dublin Tech Summit ("DTS") Ticket Reimbursement Programme Summary.

The DTS Ticket Reimbursement Programme will provide a refund of the amount paid by Customer(s) for tickets to an Event should Ticket Holder(s) 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:

- 1.1 Incapacity of the Ticket Holder(s) through Accident, Bodily Injury or Sickness first commencing prior to the Event.
- 1.2 Death of the Ticket Holder(s) or a member of their Immediate Family within thirty days prior to the date of the Event.
- 1.3 Travel Delay due to a cause outside of the control of each of the Ticket Holder(s) that solely and directly prevents the Ticket Holder's transit to the Event.
- 1.4 Travel Delay as described in 1.3 preventing the Ticket Holder(s) collecting their tickets from either the venue or a designated collection point.
- 1.5 The unavoidable requirement of the Ticket Holder(s) to perform Jury Service where the Jury Summons was first received by the Ticket Holder(s) after the date of ticket purchase.
- 1.6 Strikes, Riots, Civil Commotion, Martial Law, Terrorism, Volcanic Ash Event, National Mourning
- 1.7 Adverse weather, including snow, fog, frost or storm preventing attendance at the Venue.
- 1.8 The unavoidable requirement for the Ticket Holder(s) 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.
- 1.9 The Ticket Holder(s) inability to attend an Event which is Rescheduled after the date of purchase from DTS, due solely to a Prior Engagement of the Ticket Holder(s), such prior engagement to be existing prior to the date of the first announcement of the Rescheduling.
- 1.10 The Ticket Holder(s) inability to attend due to being a member of the armed forces who is unexpectedly called to duty.





### **DTS Ticket Reimbursement Programme Definitions**

- 2.1 Abandonment or Abandoned means the inability to complete more than 50% of the Event once commenced.
- 2.2 **Accident** means a sudden, unexpected and unintended, specific event which occurs at an identifiable time and place.
- 2.3 **Appointed Representative** means Rightpath Solutions Limited, a company registered in England (with Registration Number: 9382290) having its registered office at 1 Market Square Chambers, 4 West Street, Rochford, SS4 1AL.
- 2.4 **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.
- 2.5 Cancellation or Cancelled means the inability to proceed with the Event prior to commencement which takes place either on the date specified on the ticket or on the Rescheduled date
- 2.6 Customer means a person who purchases a ticket from DTS and who has subscribed to the DTS Ticket Reimbursement Programme on their own behalf and/or on behalf of others in respect of that ticket.
- 2.7 **Event** means the particular conference or meeting for which the ticket was purchased.
- 2.8 **Immediate Family** means the mother, father, sister, brother, children, spouse, civil partner or co-habitee (and their children) and civil law partner, grandparent, legal guardians, foster parents provided that such person(s) are subject to Exclusions 4.11 and 4.12 below.
- 2.9 National Mourning means Cancellation, Abandonment, Postponement or Relocation 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.
- 2.10 Non Appearance means any loss in consequence of the Cancellation or Abandonment of the Event arising directly or indirectly from the death, accident, or illness, or travel delay of the Participant.
- 2.11 **Participant** means any party, including without limitation, any act, artist, celebrity, key note speaker, sports celebrity 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 successful fulfilment of the Event.





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- 2.12 **Postponement or Postponed** means the unavoidable Rescheduling of the Event to another time.
- 2.13 Prior Engagement means a pre-existing engagement in respect of which the Ticket Holder(s) has written proof that such Ticket Holder(s) has committed to attend prior to the announcement of the date of a Rescheduled Event
- 2.14 **Relocation or Relocated** means the unavoidable removal of the Event to another location.
- 2.15 **Rescheduled or Rescheduling** means the Postponement and / or Relocation of the Event to a date after the original date stated on the ticket(s).
- 2.16 **Sickness** means an illness which is sufficiently debilitating to prohibit safe movement of the Ticket Holder concerned and their inability to travel and which did not exist before the ticket was purchased.
- 2.17 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
- 2.18 **Ticket Holder** means a person who holds a ticket purchased by a Customer and who can demonstrate that the Customer subscribed to the Ticket Reimbursement Program on their behalf in relation to that ticket.
- 2.19 Ticket Price means the ticket price, booking fees and service fees and fulfilment costs as evidenced in the internet booking form or confirmation of ticket purchase excluding any charge applicable under the DTS Ticket Reimbursement Program.
- 2.20 Ticket means the issued ticket for the booked event, or the internet booking form, or issued documentation which is for admission to the booked event, which are unused and not cancelled.
- 2.21 **Venue** means the place(s) as detailed on the ticket purchased where the Event is to be held.
- 2.22 **Volcanic Ash Event** is a phenomenon caused by the eruption of a volcano sending an ash cloud into the atmosphere.





#### **Ticket Reimbursement Program Conditions**

- 3.1 Any fraud, misstatement or concealment or negligent statement in the information provided in the making of a reimbursement application shall render the application voidable by DTS.
- 3.2 The Ticket Holder(s) shall at all times take all reasonable care and measures to avoid or diminish their loss under this Ticket Reimbursement Programme.
- 3.3 Any and all refund payments due under the terms and conditions of this Ticket Reimbursement Programme 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 Ticket Holder in connection with said reimbursement application(s).
  - 3.4 The DTS Ticket Reimbursement Programme is to be governed by and construed in accordance with the Laws of Ireland whose courts shall have exclusive jurisdiction.

#### Ticket Reimbursement Programme Exclusions

This ticket reimbursement program does not cover any application directly or indirectly arising out of, or contributed to by, or resulting from:

- 4.1 The Ticket Holder's lack of care, diligence or prudent behaviour.
- 4.2 The Ticket Holder failing to observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- 4.3 Any fraud, misrepresentation or concealment by the Ticket Holder(s).
- 4.4 Actual or threatened War, invasion, act 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.
- 4.5 Any financial failure of or financial default by anyone.
- 4.6 Lack of or inadequate receipts or sales for the Event.
- 4.7 Variations in the rate of exchange, rate of interest or stability of any currency.
- 4.8 Loss or damage caused in whole or part by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous





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- properties of any explosive nuclear assembly or nuclear component thereof, nuclear reaction, nuclear radiation or radioactive contamination.
- 4.9 Seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
- 4.10 Seepage and/or pollution and/or contamination unless it is discovered after the purchase from DTS and is a direct cause of a reimbursement application.
- 4.11 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 thus causing a reimbursement application in whole or part under this Ticket Reimbursement Program.
- 4.12 Death, bodily injury or illness of the Ticket Holder directly or indirectly caused by or resulting from: suicide or intentional self-injury or criminal act committed by the Ticket Holder, or any condition affecting the Ticket Holder which existed prior to the ticket purchase from DTS.
- 4.13 Non-Appearance of any Participant.
- 4.14 Any reimbursement application directly or indirectly caused by or arising out of or contributed to, by, or resulting from, any influenza variant or communicable disease which prior to, or simultaneously with, the loss arising, is declared an epidemic or pandemic by the World Health Organisation and/or Severe Acute Respiratory Syndrome (SARS) and/or Atypical Pneumonia and/or Avian Flu and/or any threat or fear of any of the above (whether actual or perceived).
- 4.15 The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing, concurrently or in any other sequence, thereto.
- 4.16 Restricted access to the Venue caused by Flood, Fire, Explosion, or through the act of a constituted authority to protect Public Health and Safety.
- 4.17 Cancellation, Abandonment, Postponement or Relocation of the Event.





#### Ticket Reimbursement Application Procedure

- 5.1 The Ticket Holder(s) must notify the Appointed Representative as soon as practically possible and in any circumstances within fourteen (30) days of the incident which leads to a claim being made under the Ticket Reimbursement Programme; and
- 5.2 The Ticket Holder must return the unused ticket(s) or if not issued, the proof of purchase or original receipt to Secure My Booking or their appointed representative as soon as practically possible and in any circumstances within fourteen (14) days of the date of the incident notification being acknowledged by Secure My Booking or their appointed representatives.
- 5.3 The Ticket Holder shall, as a matter of urgency using the dedicated URL provided by Secure My Booking, advise the details of the incident, confirm the facts as soon as possible in writing and take all steps to minimise their loss as directed by Secure My Booking or their appointed representatives and in any event provide all supporting documentation requested by Secure My Booking or their appointed representatives within 30 days from the date of their application for reimbursement.

The Appointed Representatives for the DTS Ticket Reimbursement Programme are Refund Solutions. To make a reimbursement application please use the online form <u>HERE</u>.

The DTS Ticket Reimbursement Programme is managed by SecureMyBooking™, a trading name of JM Marketing Ltd, which is authorised and regulated by the Financial Conduct Authority.

Secure My Booking JM Marketing Ltd 34 Lime Street London EC3M 7AT

If you have any enquiries relating to this reimbursement program please email admin@securemybooking.com

