

## THIS IS NOT INSURANCE

The company or website that sold You the live Event registration, Tickets or Event entry (the seller or “we”) has arranged for Protecht, Inc. to service its enhanced refund program. On their behalf, Protecht will handle all Refund requests.

### EVENT REFUND PROGRAM

#### Part I. DEFINITIONS

“Active Military Duty” means currently serving in the military of their home country on a full-time basis. Active Military Duty includes reserve members that are called into active duty, this does not include foreseeable or routine duties.

“Companion” means a person who:

1. Possesses a Ticket to the same event(s) or venue as You; and
2. Intends to use the Ticket with You. Refundable period means the time during which refunds are payable, beginning on the purchase date and ending on the Event date.

“Epidemic” means a fast-spreading, contagious, or infectious disease or Illness, occurring in a designated place and time, as documented by a recognized public health authority (including but not limited to the CDC or similar agency).

“Event” means a scheduled activity, which requires a fee to attend, on a specific day(s) and time(s).

“Financial Default” means a complete suspension of operations due to financial circumstances whether or not a bankruptcy or insolvency complaint or petition is filed.

“Illness” means a sickness, infirmity or disease that causes a loss that begins during a coverage period. Illness includes but is not limited to testing positive for COVID and confirmed by a PCR or similar test completed by a medical facility.

“Immediate Family Member” means Your spouse (by marriage, common-law, or civil union) or Your domestic partner; parent; child(ren), including children who are, or are in the process of becoming adopted; siblings; grandparent or grandchild(ren); stepparent; stepchild; stepsibling; legal guardian; ward; in-laws (father or mother), aunt, uncle, or first cousins.

“Injury” means bodily harm caused directly by an accident sustained after Your purchase and before the Event for which You registered and/or purchased a Ticket, independent of all other causes.

“Mechanical Breakdown” means a mechanical issue which prevents the vehicle from being driven. Mechanical Breakdown does not include running out of gas or failure to perform routine maintenance.

“Pandemic” means an epidemic that has affected an unusually large number of people or involves an extensive geographic area, as documented by a recognized public health authority (including but not limited to the CDC or similar agency).

“Physician” means a person who is licensed and legally entitled to practice medicine in the applicable field for which services are delivered. A Physician may not be You, a companion, or a family member.

“Refund” means any cash, credits, recoveries, reimbursements, or vouchers You receive or are entitled to receive.

“Terrorist Act” means the unsanctioned and illegal use of force which causes destruction of property, Injury, or death by an individual or group for the express or implied purpose of achieving a political, ethnic, or religious goal, as recognized by the appropriate government entity or authorized regulator with jurisdiction over the matter, and does not include general civil protest, unrest, rioting, or an act of war.

“Ticket” means a fee, including any service, handling, and parking fees, paid at the time of the original Event purchase to attend or participate in an Event on a specific day and time.

“Travel carrier” means a company licensed to commercially transport public passengers between cities for a fee by land, water, or air. It does not include:

1. Rental vehicle companies;
2. Private, chartered, or non-commercial transportation carriers; or
3. Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, livery, or other such carriers).

“Uninhabitable” means a natural disaster, fire, flood, burglary or vandalism causes enough damage to make a reasonable person find their home or other accommodation unfit for use.

“Urgent Home Repair” means an immediate repair that, unless completed, is likely to result in severe damage.

“We”, “Us” or “Our” means the company that sold You Your Ticket.

“Weather Emergency” means:

1. the local government issues an advisory against travel as a result of rain, snow or wind; or
2. A state of emergency due to weather is declared by the federal, sovereign, state or local government.

“You” or “Your” means the person who has paid for the event, enrolled in the enhanced refund program, and will be participating or attending the event.

## Part II. DESCRIPTION OF BENEFITS

The following rights to a refund are designed to protect against situations or losses that result from sudden and unexpected conditions or occurrences. The refund rights do not cover reasonably foreseeable conditions or occurrences on the date of Your purchase.

### A. TICKET CANCELLATION PROTECTION

Ticket Cancellation Protection reimburses You if You are unable to use Your Ticket(s) due to one or more of the following refund reasons.

- I. Sickness, Injury, Death
  - a. Any serious Injury or any unforeseeable serious Illness (including but not limited to testing positive for COVID) occurring to You or a companion which results in You or a companion being unable to attend the Event for which the Ticket is purchased. You or the companion must be examined by a Physician and the Physician must advise You or the companion not to attend the event.
  - b. Any serious Injury or any unforeseeable serious Illness occurring to Your Immediate Family Member that is considered life threatening or requiring hospitalisation or which requires You to provide primary care to that person. Your Immediate Family Member must be examined by a Physician, resulting in You not being able to attend the event.
  - c. Your death prior to the event.
  - d. The death of a family member or companion within 30 days prior to the event.
  - e. You or Your companion have been advised by a Physician, due to complications of pregnancy, that You or Your companion are unable to attend the Event for which the Ticket is purchased. The advice to not attend the Event by a Physician must occur after Your original date of purchase.
  - f. You will be attending an Immediate Family Member's childbirth at the time of the event.
- II. Weather, Natural Disasters, Man-Made Disasters
  - a. Severe weather conditions which result in Your inability to attend the event. You must be unable to reach the Event by car or travel carrier. This does not include weather such as heavy snowfall with roads open, ice on roads, or abnormally heavy rain, unless the intervention of authorities is involved. If the Event is cancelled due to weather, You will not qualify for a Refund for this reason.
  - b. You are unable to attend the Event due to a Weather Emergency within 24 hours of the Event and the Event is not cancelled by the venue.
- III. Traveling to the Event
  - a. You or a companion being directly involved in a traffic accident within 48 hours of the Event that causes damage to Your or a companion's vehicle which creates an immediate need for repair to ensure the safe operation of the vehicle.
  - b. Your or a companions automobile having a Mechanical Breakdown within 48 hours of the Event which results in the vehicle being unable to be driven to the event.
  - c. You, a companion, or an Immediate Family Member, are directly or indirectly involved in a traffic accident enroute to departure on a travel carrier resulting in missing transportation to the event, provided that the

transportation was scheduled to depart no more than 48 hours prior to the event, and the travel carrier was unable to provide accommodations on later transportation which would arrive in time to attend the event.

- d. Theft of Your automobile within 48 hours of the Event that results in Your inability to attend the event.

IV. Failure of Travel Carrier

- a. You or a companion not arriving at the venue due to a delay by the travel carrier used for transportation.

V. Work Related

- a. You, a companion, or an Immediate Family Member, who are on Active Military Duty, having their personal time off status changed, except for disciplinary reasons, which prevents You from attending the Event.
- b. You are required to travel for work-related purposes, which would not allow You to attend the event. To receive benefits, You must provide proof of the conflict that occurred after the Effective Date, in the form of a receipt for travel booked after the Effective Date. Self-employed workers, interns, volunteer workers, or any other unpaid workers do not qualify for this Refund reason.
- c. You or Your spouse are permanently relocated by Your or Your spouse's current employer to a location that is at least 100 miles/161 kilometres from Your primary residence.
- d. You or a companion, after having been with the same employer for at least 12 continuous months, are terminated or laid off, through no fault of Your or a companion's own, after the date of Your original purchase. Self-employed workers, volunteer workers, or any other unpaid workers do not qualify.

VI. All Other

- a. Your home being made Uninhabitable by fire, flood, burglary, vandalism, or natural disasters. This benefit applies only for the time that Your home is actively undergoing the repair process.
- b. You are unable to attend the Event because an unforeseeable Urgent Home Repair is scheduled to occur within 12 hours of the Event and You are required to be present during the repair.
- c. You being required to serve on a jury or served with a court order or subpoena which requires Your appearance in court on the day of the event, and which prevents You from attending the event. This Refund reason does not apply if You are a legal professional acting in the capacity of that profession.
- d. You or a companion's tickets being stolen, provided that the venue or promoter cannot reissue stolen tickets.

What We will Pay: We will reimburse You the non-refundable Ticket cost, less any refunds, up to the limits specified in the documents provided to You upon purchase.

### Part III. GENERAL EXCLUSIONS

No Refund is provided for any loss arising directly or indirectly out of or as a result of the following:

1. You are medically able to attend the Event at the time You purchase Your Ticket(s) or effective date;
2. intentionally self-inflicted harm, suicide or attempted suicide by You, Your companion, or family member;
3. You or Your companion are advised by a Physician to not attend an Event prior to the date of Your original purchase;
4. mental or nervous health disorders, including but not limited to: Alzheimer's, anxiety, dementia, depression, neurosis or psychosis; or physical complications related thereto of You, Your companion or Your family member;
5. alcohol or substance abuse; or conditions or physical complications related thereto of You, Your companion or Your family member;
6. war (whether declared or undeclared), acts of war, military duty (unless specifically provided for elsewhere herein), civil disorder, or unrest;
7. operating or learning to operate any aircraft as pilot or crew;
8. nuclear reaction, radiation or radioactive contamination;
9. natural disasters (unless specifically provided for elsewhere herein);
10. Terrorist Acts (unless specifically provided for elsewhere herein);
11. financial default (unless specifically provided for elsewhere herein);
12. epidemic or Pandemic (unless specifically provided for elsewhere herein);
13. pollution or threat of pollutant release;
14. any unlawful acts committed by You, Your companion or Your family member, whether they are insured or not;
15. You, Your companion: a. making changes to personal plans; or b. having a business or contractual obligation (unless specifically provided for elsewhere herein);
16. the Event being cancelled or delayed by the venue or promoter for any reason (including bad weather) unless as provided herein;
17. prohibition or regulation by any government;
18. lost or stolen tickets (unless specifically covered); or
19. any expected or foreseeable occurrences.

This program does not provide a Refund if You:

1. give incorrect data or facts; or
2. if the loss is not submitted to Us within 90 days from the date of loss, except as otherwise prohibited by law.

#### Part IV. REFUND REQUESTS

All Refunds will be paid in the appropriate local currency. The following provisions apply to all Refunds.

**NOTICE OF REFUND REQUEST:** Written notice of Refund request must be given by either You or someone acting on Your behalf (herein referred to as the "Claimant") to Our designated representative or Us within 30 days after a Refund reason first begins or as soon as reasonably possible.

**REFUND REQUEST FORMS:** When Our designated representative or We receive a notice of a Refund request, one of Us will send You the forms to be used in filing proof of a Refund request. If Our designated representative or We do not send You these forms within 15 days, You can meet the Proof of Loss requirement by sending Our designee or us, a written statement of the occurrence, nature and extent of the loss within the time allowed for filing Proof of Loss under this program.

**PROOF OF LOSS:** The Claimant must send Our designated representative or Us written Proof of Loss within 90 days after a Refund reason first begins.

**TIME OF PAYMENT OF REFUND REQUESTS:** Refunds under this program will be paid within 30 days from the date Our designated representative or We receive proper written proof of such loss acceptable to us.

**PAYMENT OF REFUND REQUESTS:** Upon receipt of an acceptable written Proof of Loss, payments for all losses will be made to (or on behalf of, if applicable) You, if living, otherwise to Your estate. If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property.

**MISREPRESENTATION AND FRAUD:** There is no Refund if You, a companion, or Immediate Family Member intentionally concealed or misrepresented any material fact or material circumstance or committed fraud relating to this program or any Refund request.

**WAIVER:** Our failure to strictly enforce Our rights under this program at any time or under any circumstance shall not constitute a waiver of such rights by the Us at any time under the same or different circumstances.