



### **ImpCom Hospitality and Ticket Reimbursement Program Summary.**

The ImpCom Hospitality and Ticket Reimbursement Program will provide a refund of the amount paid by Customer(s) for their Event hospitality and ticket package 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 either the mechanical failure of or accidental damage to the transport in which the Ticket Holder(s) is travelling or due to a cause outside of the control of each of the Ticket Holder(s) that solely and directly prevents the Ticket Holder's continued safe 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, National Mourning or Volcanic Ash Event.
- 1.7. Restricted access to the Venue caused by Flood, Fire, Explosion, or through the act of a constituted authority to protect Public Health and Safety.
- 1.8. Adverse weather, including snow, fog, frost or storm preventing attendance at the Venue.
- 1.9. 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.
- 1.10. The Ticket Holder(s) inability to attend an Event which is Rescheduled after the date of hospitality and ticket purchase from ImpCom, 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.

- 1.11. The Ticket Holder's inability to attend due to being a member of the armed forces who is unexpectedly called to duty
- 1.12. Cancellation, Abandonment, Postponement or Relocation of the Event which is the sole and direct result of a cause not otherwise excluded which occurs during the period of the ImpCom Hospitality and Ticket Reimbursement Program and is beyond the control of the Ticket Holder(s) and the Participant.
- 1.13. Less than 10 overs play in the aggregate being achieved on the day at a 20/20 cricket sporting event caused by inclement weather conditions.

### **Ticket Reimbursement Program Definitions**

- 2.1 **Ticket Price** means the hospitality and 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 ImpCom Hospitality and Ticket Reimbursement Program.
- 2.2 **Valid Ticket** means the issued ticket for the booked Event, or ImpCom internet booking form, or issued documentation which is for admission and hospitality to the booked event, which are unused and not cancelled by ImpCom.
- 2.3 **Venue** means the place(s) as detailed on the ticket purchased where the Event is to be held.
- 2.4 **Accident** means a sudden, unexpected and unintended, specific event which occurs at an identifiable time and place.
- 2.5 **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.
- 2.6 **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 hospitality and ticket was purchased.
- 2.7 **Event** means the particular performance or event for which the event hospitality and ticket was purchased.
- 2.8 **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
- 2.9 **Abandonment or Abandoned** means the inability to complete more than 50% of the Event once commenced.
- 2.10 **Postponement or Postponed** means the unavoidable Rescheduling of the Event to another time.

- 2.11 **Relocation or Relocated** means the unavoidable removal of the Event to another location.
- 2.12 **Rescheduled or Rescheduling** means the Postponement and / or Relocation of the Event to a date after the original date stated on the ticket(s).
- 2.13 **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 successful fulfilment of the Event.
- 2.14 **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
- 2.15 **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.
- 2.16 **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.
- 2.17 **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 **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.
- 2.19 **A Volcanic Ash Event** is a phenomenon caused by the eruption of a volcano sending an ash cloud into the atmosphere.
- 2.20 **Customer** means a person who purchases hospitality and ticket from ImpCom and who has subscribed to the ImpCom Hospitality and Ticket Reimbursement Program on their own behalf and/or on behalf of others in respect of that ticket.
- 2.21 **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.

## **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 ImpCom.
- 3.2 The Ticket Holder(s) shall at all times take all reasonable care and measures to avoid or diminish a loss under this Hospitality and Ticket Reimbursement Program.
- 3.3 Any and all refund payments due under the terms and conditions of this Hospitality and Ticket Reimbursement Program 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 ImpCom Hospitality and Ticket Reimbursement Program is to be governed by and construed in accordance with the Laws of England whose courts shall have exclusive jurisdiction.

## **Hospitality and Ticket Reimbursement Program Exclusions**

This hospitality and 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 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 ticket purchase from ImpCom and is a direct cause of a covered loss.
- 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 loss 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 ImpCom.
- 4.13 Non Appearance of any Participant
- 4.14 Any loss 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 Any music concert where the performing area is not fully and prudently covered with a roof and three sides.

### **Hospitality and Ticket Reimbursement Application Procedure**

- 5.1 The Ticket Holder(s) must notify ImpCom or their appointed representative as soon as practically possible and in any circumstances within fourteen (14) days of the incident which leads to a claim being made under the Ticket Reimbursement Program; and
- 5.2 The Ticket Holder must return the unused ticket(s) or if not issued, the proof of purchase or original receipt to ImpCom 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 ImpCom or their appointed representatives.
- 5.3 The Ticket Holder shall, as a matter of urgency using the dedicated e mail address (provided by ImpCom), 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 ImpCom or their appointed representatives and in any event provide all supporting documentation requested by ImpCom or their appointed representatives within 30 days from the date of their application for reimbursement.

ImpCom appointed representatives for their Hospitality and Ticket Reimbursement Program are Refund Solutions and to make a reimbursement application to ImpCom please email [claim@refundsolutions.co.uk](mailto:claim@refundsolutions.co.uk)

The ImpCom Hospitality and Ticket Reimbursement Program is managed by JM Marketing Ltd

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If you have any enquiries relating to this hospitality and ticket reimbursement program please email [admin@jmmtd.com](mailto:admin@jmmtd.com)

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