

SPRUCE MEADOWS TICKETING TERMS AND CONDITIONS

IMPORTANT - PLEASE READ

By using this website, you acknowledge and agree that all Content is protected by copyright, trademark and other intellectual property and proprietary rights in effect in Canada, the United States, Europe and elsewhere, and that these rights are valid and protected in all forms, mediums and technologies that exist now or are developed or created in the future. No right, title or interest in any Content on this website, including, but not limited to, Spruce Meadows logos and other marks, is transferred to you as a result of your use of this website and Spruce Meadows reserves complete title and full intellectual property rights in and to such Content.

ORDERING TICKETS

1. Tickets are sold online exclusively at sprucemeadows.com and on-site at Spruce Meadows.
2. When purchasing tickets on sprucemeadows.com, you may be limited to a specified number of tickets for each event. This amount is included on the first purchase page and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices and tickets may be restricted to a maximum number. We may verify this through your name, email address, credit card number or billing details or other information we hold or have access to. We reserve the right, on reasonable suspicion, to cancel without notice to you any order for tickets purchased in any specified limits and we shall have no liability to you of any nature in such circumstances.
3. When you are shopping for tickets, you are "holding" real inventory. No one else can purchase those tickets unless you release them. You will be given 5 minutes to purchase your tickets. If you exceed the posted time on the page, the tickets you are holding are released for others to purchase.
4. It is your responsibility to check your tickets; mistakes cannot always be rectified.

PURCHASED TICKETS

5. You hereby agree to purchase and Spruce Meadows agrees to sell the ticket(s)/RV site(s) detailed in your Order Information.
6. Your ticket/RV site remains the property of Spruce Meadows and is a personal revocable licence which may be withdrawn and admission refused at any time upon refunding the printed purchase price.
7. All Spruce Meadows ticket/RV site sales are final. There are no refunds, exchanges or cancellations.

OBLIGATION TO PAY

8. By accepting the terms of this Agreement, you agree to pay the full cost of the tickets/RV sites ordered, including any applicable taxes, administration, and other fees.
9. **Reserved Seating** Tickets/RV Sites purchased on sprucemeadows.com are subject to a \$5.00 Administration Fee per ticket-order service charge. This fee is non-refundable unless otherwise stated.

DELIVERY

10. **Reserved Seating** Tickets/RV Sites purchased through this website or at Spruce Meadows by phone can either be delivered by regular mail or by e-mail via a link from the Spruce Meadows Ticket Confirmation. The Order Confirmation will be sent to the e-mail address the client provides upon ordering. Tickets ordered in person at Spruce Meadows will be printed immediately.

Rush Seating or General Admission tickets to Spruce Meadows events are not printed by Spruce Meadows - the purchaser will have the ability to print these tickets immediately after purchase at their home or office.

11. Spruce Meadows aims to dispatch **Reserved Seating** Tickets/RV Sites requested for mail as soon as possible. We are not able to specify the exact dates of dispatch. Please allow as much time as possible for your tickets to arrive. If your **Reserved Seating** Tickets/RV Sites have not arrived three days before the event (or, if you are travelling, five days before you leave on your journey), please contact us. Please include your confirmation number and the name and postal code the booking is under. Spruce Meadows only posts tickets to the billing address of a credit card. If the address in your booking does not correspond to that held by your credit card company, we may cancel your tickets.

ORDER CONFIRMATION

12. Once your order is confirmed and your payment completed, you will receive a confirmation page via email indicating a confirmation number. You must keep your confirmation number.

If, for any reason whatsoever, you do not receive a confirmation number or if you receive an error message or encounter a service interruption, it is your entire responsibility to contact Spruce Meadows to confirm whether your order has been properly processed. You are solely responsible for any problem that you may cause during the purchase of tickets. In such case, Spruce Meadows will not be responsible for any loss (monetary or otherwise) that may result from any problem caused by your fault or negligence during the purchase of tickets through this website, including without limitation, the failure of a transaction to be completed or confirmed.

Orders will be processed only after a billing address and other billing information have been verified.

13. For information about a purchase you've made, contact Spruce Meadows, quoting your order number given to you at the conclusion of placing the order.

REFUNDS & EXCHANGES

14. You must review your ticket selection before you submit and confirm your order. There are no exchanges or refunds once a ticket has been purchased.

RIGHT TO CANCEL TICKETS, REFUSE ACCESS AND EXPEL

15. Spruce Meadows reserves the right to cancel any tickets, order of tickets or RV sites through this website and to institute legal proceedings against you if you breach any terms and conditions of this Agreement or this website.
16. Spruce Meadows reserves the right to request photo ID of the ticket holder.

17. In the event that any person attending a show is judged unmanageable or exhibits behavior which is considered inappropriate, or fails to comply with the Spruce Meadows rules of conduct, Spruce Meadows reserves the right to, without any refund or compensation, terminate such person's license to attend the event. The tickets purchased on this website are revocable licenses and admission to a ticket holder may be refused for any other valid reason upon refunding the ticket's face value. Tickets shall not be redeemable for cash.
18. Unlawful resale (or attempted unlawful resale) of a ticket is grounds for seizure or cancellation of that ticket without refund or other compensation.
19. Spruce Meadows reserves the right to cancel bookings which it reasonably suspects to have been made fraudulently.
20. Spruce Meadows may on occasion have to conduct security searches to ensure the safety of the patrons.

LOST OR STOLEN TICKETS

21. If you do not receive your **Reserved Seating** Tickets/RV Sites within 3 business days prior to an event, or you notice your tickets are missing or have been destroyed, call Spruce Meadows immediately. Tickets for reserved seating events / RV Sites that are lost during the delivery process from Spruce Meadows to you, or that are missing or have been destroyed, may or may not be replaceable at the discretion of Spruce Meadows. If your tickets are for Rush Seating/General Admission whether or not to issue to you replacement tickets will also be at the discretion of Spruce Meadows. However, in almost all cases replacement tickets will not be issued for Rush Seating/General Admission. Be prepared with the confirmation number for your account, or the purchasing Credit Card. Spruce Meadows will first verify whether the tickets are replaceable, and, if they are replaceable, will then instruct you as to where and when to pick up your replacement tickets. This is normally done at the Tournament Office prior to the show, and the tickets are marked as "Replacement" so that they are easily identified as the valid tickets, however Spruce Meadows may require you to follow a different procedure in order to obtain the replacement tickets. If replacement tickets are to be issued, then we may require that they only be picked up by the person whose name appears on the credit card used to purchase the tickets and that the person must present the credit card used to purchase the tickets, along with a confirmation number and valid photo identification. Tickets should always be treated like cash. Keep them in a safe place. Be sure to store them where they can easily be found again.

RECORDING, TRANSMISSION, PUBLICATION AND PROMOTIONS

22. The unauthorized use of photographic and recording equipment is prohibited.
23. Ticket holders consent to filming and sound recording as members of the audience.
24. Unless with the express written permission of Spruce Meadows, you may not combine a ticket/RV site with any hospitality, travel or accommodation service and/or any other merchandise, product or service to create a ticket package ("Ticket Package") and sell or otherwise transfer (or facilitate the sale or transfer of) such Ticket Package for profit or commercial gain, offer such Ticket Package as an incentive or prize in a promotion or competition, or otherwise dispose of such Ticket Package in the course of a business.
25. A ticket/RV site shall not be used for advertising, promotions, contests or sweepstakes, unless formal written permission is given by Spruce Meadows, provided that even if such consent is obtained, use of Spruce Meadows' trademarks and other intellectual property is subject to Spruce Meadows' prior consent.

LIMITATION OF LIABILITY

26. While Spruce Meadows tries to ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of tickets you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price (and credit or debit your account as applicable) or cancelling your order. If we are unable to contact you, you agree that we may treat the order as cancelled. If you choose to cancel after you have already paid the incorrect ticket price for the tickets, you will receive a full refund from us.
27. Occasionally, events are cancelled or postponed by Spruce Meadows for a variety of reasons. Contact Spruce Meadows for exact instructions. Unless indicated otherwise in relation to a particular event, if an event is cancelled, ticket holders will be offered seats at any rescheduled event (subject to availability) up to the face value of the tickets or, if the ticket holder is unable to attend the rescheduled event or the event is not rescheduled, a refund. Refunds for tickets purchased prior to the date of the original event will be given up to their face value plus the relevant per ticket booking fee. If an event takes place over several days and only one day is cancelled, a partial refund only may be payable corresponding to the day(s) cancelled. In order to claim your refund, please apply in writing to your point of purchase. You must enclose your unused tickets and comply with any other reasonable instructions of Spruce Meadows. For accounting purposes your unused tickets must be received within 28 days from the date of the cancelled event. This does not affect your statutory rights. We regret that, unless this paragraph 14 applies, tickets cannot be exchanged or refunded after purchase.
28. Tickets are sold subject to Spruce Meadows' right to alter or vary the programme due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets.
29. The ticket holder has a right only to a seat of a value corresponding to that stated on the ticket and Spruce Meadows reserves the right to provide alternative seats to those specified on the tickets.
30. There will be no pass-outs or re-admissions of any kind.
31. Spruce Meadows accepts no responsibility for any loss or damage to personal property.
32. Spruce Meadows shall not have any further liability beyond the face value of the ticket purchased plus the relevant per ticket service charge. Spruce Meadows shall not be liable for any loss of enjoyment or wasted expenditure. Personal arrangements including travel, subsistence and accommodation relating to the Event which have been arranged by you are at your own risk.
33. Nothing in these terms and conditions seeks to exclude any liability of Spruce Meadows for death or personal injury caused by its negligence, fraud or other type of liability which cannot by law be excluded or limited.
34. If any term, provision or section of this Agreement or any portion of such term, provision or section is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and each remaining term, provision or section or portion thereof will be valid and enforceable to the full extent permitted by law. In lieu of each term, provision or section of this Agreement which are invalid or unenforceable, there shall be added as a part of this Agreement a term, provision or section as nearly identical as may be possible and as may be legal, valid and enforceable.

WAIVERS

35. Force majeure:

Spruce Meadows shall not be liable for any damages or loss or otherwise for any variation, cancellation or postponement of the event or performance, in whole or in part, caused directly or indirectly by or in consequence of any force majeure event including fire, storm, dangerous weather condition, war, insurrection, riot, civil commotion, strike, epidemic, pandemic, or by any other cause whatsoever beyond the control of Spruce Meadows whether similar to or dissimilar from the causes enumerated herein.

36. Waiver of Liability and Indemnification:

Spruce Meadows assumes no responsibility whatsoever for any personal property brought or placed on the grounds and the ticketholder agrees that Spruce Meadows is expressly released and discharged from any and all liability from any loss or damage.

The Ticketholder voluntarily assumes all risk and dangers incidental to the event or performance and agrees to hold harmless, release, discharge from all liability and waive all claims, demands and actions against Spruce Meadows and each of its directors, officers, employees, agents, representatives and volunteers, for all personal or property injury, damage, harm, loss or costs whatsoever sustained by the Ticketholder while on the grounds.

The Ticketholder assumes full liability for and shall fully defend, indemnify (including payment of all legal fees, costs and disbursements) and hold harmless Spruce Meadows and each of its directors, officers, employees, agents, representatives and volunteers, from all claims, demands and actions brought by any person relating to or in any way connected to the Ticketholder's occupation or rental of the Spruce Meadows hosting venue.

37. Photographic/Video Image Release:

The Ticketholder understands that Spruce Meadows will be gathering photographic and video images and recordings during this event which may include the Ticketholder. The Ticketholder expressly agrees that those images and recordings are the sole and exclusive property of Spruce Meadows and hereby consents to Spruce Meadow's release and reproduction of all photographic and video images, recordings and likenesses taken during its events for future promotional or commercial purposes, without any notice or compensation to the Ticketholder.

APPLICABLE LAWS

38. Spruce Meadows may enforce these terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "Act"). Except as provided above, this agreement does not create any right enforceable by any person who is not a party to it under the Act, but does not affect any right or remedy that a third party has which exists or is available apart from that Act.
39. All of these terms and conditions are governed by Canadian Law and any disputes arising out of any transaction with Spruce Meadows are subject to the exclusive jurisdiction of the Canadian Courts.