

# VIVATICKET

## VIVATICKET TERMS AND CONDITIONS

These are the general terms and conditions (the “**Policy**”) govern the Customer’s access and use of this Website (the “**Website**”) so please read these carefully.

This Policy should be read together with our Privacy Notice, and Cookie Policy.

### 1. Definitions

- 1.1. “**Vivaticket**” means Vivaticket DMCC branch or any of its associated, with registered office at Dubai Branch, The Onyx Tower 2- P O Box 416585- Dubai, UAE. Email: [privacy.UAE@vivaticket.com](mailto:privacy.UAE@vivaticket.com) (“**Vivaticket**”)
- 1.2. “**Website**” means the online sales portal [vivaticket.com](http://vivaticket.com) or any other electronic Websites or domains provided by Vivaticket for the sale of Tickets including all webpages, subdomains and subparts therein contained provided by Vivaticket whether accessed via personal computer, laptop, tablet, mobile phone or any other device capable of accessing the information available now or created in the future.
- 1.3. “**Customer**” shall refer to any individual or organisation that uses the Website to purchase or attempt to purchase any goods or services, including but not limited to tickets, delegate passes, vouchers or any similar products or services using the Website.
- 1.4. “**Principal**” shall refer to any individual, partnership or organisation whether privately or publicly owned that is responsible for the organisation, promotion and delivery of any event, service, or offering of any kind offered for sale or free of charge to the Customer via the Website.
- 1.5. “**Event**” shall refer to any event, of any nature, including but not limited to entertainment, education, business, sports, family, religious or other types of events where the Principal wishes to promote, advertise and sell tickets, passes, vouchers or any similar service to Customers using the Website as a facilitating service for promotion of the event.
- 1.6. “**Ticket**” shall refer to any form of paid or complimentary entrance voucher or method of measuring and controlling entrance whether a physical printed ticket, voucher, pass, wristband or similar, or an electronic form of ticket such as a unique bar code, QR code, reference number which identifies the holder as having purchased or been given permission to access a specific Event.
- 1.7. “**Services**” shall refer to the services provided by Vivaticket to the Principal in respect of the Event, and may include, but shall not be limited to such services as advertising and promoting the Event on the Website; providing an online website portal that enables Customers to purchase Tickets for the Principal’s Event; delivery of the aforementioned Tickets to the Customer via either electronic or physical means as agreed between the Principal and Vivaticket; collection of payment for any Tickets purchased by the Customer

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on behalf of the Principal; registration of the Customer's information; and any other services provided by Vivaticket to the Principal as agreed by the parties in writing.

## 2. Ticket Purchase Policy

- 2.1. Tickets procured through the Website are non-refundable, save for the specific circumstances delineated in the Refunds Policy under Clause 6 of this Policy. Additionally, tickets are not subject to exchange, except as stipulated within the confines of the Refunds Policy.
- 2.2. The transfer or resale of the Ticket to any third party is generally prohibited, except in cases where the Customer's immediate family members and/or friends are involved, or if Vivaticket explicitly permits resale in accordance with the terms outlined in the Policy herein.
- 2.3. Customers are cautioned against acquiring Vivaticket-branded Tickets from third-party platforms, as there exists the possibility that such Tickets may be invalid for entry or subject to cancellation by Vivaticket upon discovery of resale. Additionally, in certain jurisdictions, ticket resale is prohibited by law.
- 2.4. Vivaticket may mandate that Customers furnish evidence of original Ticket purchase upon Event entry, which may include acceptable forms of photo identification such as a passport, driver's license, or national ID card, and/or presentation of the original credit/debit card utilized for Ticket acquisition. Should multiple Tickets be purchased for the same event by a Customer, all members of the attending party shall be required to enter the Event simultaneously with the Customer.
- 2.5. Customers shall bear the sole responsibility for safeguarding their Tickets against loss or theft. Vivaticket assumes no liability for replacing lost or stolen Tickets and does not issue refunds for such incidents, whether the Tickets are electronically issued or in printed form.
- 2.6. In circumstance of a Customer's electronic Ticket being duplicated or stolen (e.g., via compromised email or delivery to a shared email address) and subsequently used and scanned before the Customer's entry into the Event, access will be denied, as the Ticket will have been invalidated upon initial use. No refunds will be extended to the Customer under such circumstances. Customers are strongly advised to exercise the same degree of caution in protecting their electronic Tickets as they would for physical printed Tickets against theft.
- 2.7. Typically, full payment for Tickets is rendered at the time of purchase, and Tickets are dispatched to Customers via email shortly thereafter. In cases of fraudulent payment via a lost/stolen credit/debit card or unauthorized use of the card without the owner's consent, Vivaticket reserves the right to cancel such Tickets without refund to the fraudulent purchaser.

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## 3. Resale of Tickets

- 3.1. All purchased Tickets may be resold by the Customer to any third party, subject to the following conditions:
  - i. The Customer must have an existing and valid account on the Platform.
  - ii. The Customer is prohibited from reselling the Ticket for an amount exceeding its original value.

## 4. Customer Responsibilities and Liabilities

- 4.1. The Customer shall bear the obligation to verify any entry restrictions to the Event, including but not limited to age restrictions and dress code requirements, prior to purchasing a Ticket from the Website. Vivaticket will not be liable for any denial of entry by the Principal for reasons such as, but not limited to, non-compliance with dress code, age restrictions, or for any behaviour deemed dangerous, disruptive, unruly, or unlawful. No Ticket refunds will be issued under such circumstances.
- 4.2. All Tickets are issued subject to the venue's and Event's Rules and Regulations. The Customer agrees to comply with these Rules and Regulations and to acquaint themselves with these requirements before purchasing a Ticket.
- 4.3. The Principal and venue management reserve the right to deny entry and to conduct security searches at any time to ensure the safety and security of the Event.
- 4.4. In the event a Customer is removed from an Event by the Principal, its agents, or by venue management or security, no refund will be provided under any circumstances.
- 4.5. Many venues enforce a strict "no re-entry" policy. If a Customer leaves the venue during the Event, they will not be permitted re-entry with their original Ticket. Customers must familiarize themselves with the venue's re-entry policy prior to attendance. No refunds will be issued for Customers who leave and are refused re-admission due to this policy.
- 4.6. The venue management or Principal may restrict certain items from being brought into the Event, including but not limited to food, beverages, cameras, recording equipment, seating, selfie sticks, and items considered unlawful, hazardous, or dangerous. Vivaticket will not be liable and will not refund the Ticket purchase if entry is denied or a Customer is ejected for attempting to bring restricted items into the venue. Vivaticket shall not be responsible for confiscated items.
- 4.7. Vivaticket, the venue management, and the Principal shall not be responsible or liable for items lost, stolen, or for any injuries occurring and incurred at the Event.

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- 4.8. The Customer shall be responsible to attend the Event at the correct time and date. Customers must verify that the Event is scheduled for the original published date and time. Vivaticket is not liable for any losses incurred due to the Customer's failure to confirm the Event details before traveling.
  - 4.9. In case of Event cancellation or postponement, Vivaticket may offer a refund subject to the Refunds Policy detailed below.
  - 4.10. Failure to attend an Event for any reason does not entitle the Customer to a refund.
  - 4.11. Customers shall be responsible to attend the Event on time. Entry may be refused to latecomers by some venues and Principals, and no refunds will be issued in such cases.
  - 4.12. Many Events have a "last admission" time, which is typically earlier than the Event end time. The Customer shall be responsible to ascertain the last admission time. No refunds will be issued if a Customer is refused entry for arriving after the last admission time.
  - 4.13. Unauthorized use of photographic and recording equipment is generally prohibited. Customers should check with the Principal and venue before arriving at the Event.
  - 4.14. By purchasing a Ticket through Vivaticket, the Customer consents to being photographed, filmed, or recorded by the Principal, venue management, or any third party on their behalf at the Event or its immediate surroundings. The Customer waives all rights in any photographs, videos, or audio recordings ("Recorded Material") taken at the Event. The Principal, venue management, or any third party acting on their behalf may use such Recorded Material without restriction, approval, or compensation to the Customer.
- 5. Ticket Delivery and Collection Policy**
- 5.1. Vivaticket shall issue purchased Tickets electronically as PDF files via email. It is the Customer's responsibility to
    - a) provide Vivaticket with a working, correct email address for Ticket delivery, and
    - b) to check their Inbox for the email containing the PDF of the Ticket. This PDF can be printed by the Customer, if expressly required, and used as an entry Ticket.
- 6. Refund Policy**
- 6.1. Vivaticket sells Tickets on behalf of Principals who are responsible for the Event organization and management. Once purchased Tickets cannot be

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refunded, exchanged or transferred other than in the circumstances detailed specifically below.

- 6.2. The Customer shall be responsible to ensure and to check whether there are any restrictions placed on entry to the Event, such as age restrictions or dress code restrictions, before purchasing a Ticket from the Website. Vivaticket shall not be responsible or held liable and will not refund the Ticket purchase if entry to the Event is declined by the Principal for any reason including, but not limited to, failure to meet the dress code, failure to meet age restrictions, dangerous, disruptive, unruly or unlawful behaviour resulting in the Principal or venue management declining entry.
- 6.3. The Principal and the venue management reserve the right to refuse admission at any time without giving cause or reason. Vivaticket does not offer refunds to any Customer refused entry to the Event or who is ejected from the Event for any reason.
- 6.4. Customers are eligible to apply for a refund in writing to Vivaticket in the case of cancelled or postponed Events, within 24h of the date of the announcement that the Event is postponed or cancelled, in the following circumstances only:
  - a. If the Event is cancelled for any reason;
  - b. If the main Attraction/Artist cancels;
  - c. If the main Attraction/Artist fails to perform or is incapable of performing;
  - d. If the main Event is for significantly less time than the advertised expected duration of their performance;
  - e. If the main Event is moved to a different date;
  - f. If the start or end time of the Event is moved significantly, this being a move in time of at least four hours or more from that originally published;
  - g. If the Event is postponed for any reason. In the case of postponement Customers may be offered the option to use their original ticket for a re-scheduled date for the event, or may, in the case of Events with multiple performances be offered the opportunity to exchange their original Ticket for a Ticket of similar value and similar seating quality for another performance on a different day. This is the only instance where Customers may be offered the option to exchange Tickets.
  - h. If the venue of the event is changed to a location significantly different to the original venue location. For a change of venue to be a justifiable reason for a refund, the new venue would have to be at least 40km away from the original venue or the new venue to be of significantly lower quality in terms of services, amenities and ambience than the original venue.
- 6.5. Vivaticket will consider applications for refunds based only on the above-mentioned circumstances detailed in points i-viii and may request specific documentation or other evidence in support of any such requests.

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- 6.6. Vivaticket, at its sole discretion, accepts the request for a refund, then the refund will be issued via the same method that the original payment was made. If payment was made by credit or debit card, then the refund will be made to the same credit or debit card used for the original purchase.
- 6.7. Vivaticket reserves the right to retain a percent of the refunded transaction value to cover its ticketing service fee including the administration and operational costs, ticket issuance, delivery costs, and any bank charges or payment gateway fees incurred in processing the initial purchase and the refund.
- 6.8. Minor changes in performance times or performance durations will not be considered justifiable reasons to issue a refund.
- 6.9. Changes to supporting artists will not be considered a justifiable reason to issue a refund.
- 6.10. Performance quality, technical issues, or the Customer not enjoying the performance will not be considered justifiable reasons to issue a refund.
- 6.11. Abandonment of an Event once it has started due to any reason including but not limited to weather conditions, earthquake, fire, flood, death, acts of God, war, insurrection, strike, lockout, failure in power supply, action of a governmental body or any other acts of force majeure not reasonably within the control of the Principal will not be considered justifiable reasons to issue a refund.
- 6.12. By making a purchase through the Website or through any retail outlet operating on Vivaticket's behalf the Customer is agreeing to this Refunds Policy.
- 6.13. To request a refund based on the circumstances detailed above please contact Vivaticket by the assistance form available in the footer of the Website. . Please make sure to give us your transaction number, ticket numbers, email address, full name and telephone number to help us serve you.

## **7. Intellectual Property Rights**

- 7.1. The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Vivaticket, its licensors or other providers of such material and are protected by United Arab Emirates and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- 7.2. This Policy permits the Customer to use the Website for their personal, non-commercial use only. The Customer must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website.

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## **8. Reliance On Information Posted**

- 8.1. The information presented on or through the Website is made available solely for general information purposes. Vivaticket does not warrant the accuracy, completeness or usefulness of this information. Any reliance the Customer places on such information is strictly at the Customer's own risk. Vivaticket disclaims all liability and responsibility arising from any reliance placed on such materials by the Customer or any other visitor to the Website, or by anyone who may be informed of any of its contents.
- 8.2. Vivaticket reserves the absolute right, without any liability whatsoever, to amend vary or extend at any time the completion date of its projects inter alia the estimated/scheduled completion date(s) mentioned on or through the Website.

## **9. Information about the Customer and their visit to the Website**

- 9.1. All information collected on this Website is subject to Vivaticket Privacy Policy and Cookie Policy. By using the Website, the Customer consent to all actions taken by Vivaticket with respect to the Customer information in compliance with the Privacy Policy and Cookie Policy.

## **10. Disclaimer of Warranties**

- 10.1. The Customer understands and acknowledges that Vivaticket cannot and do not guarantee or warrant that the Website will be free of viruses or other destructive code. The Customer shall be responsible for implementing sufficient procedures and checkpoints to satisfy their requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data.
- 10.2. Vivaticket shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect the Customer computer equipment, computer programs, data or other proprietary material due to their use of the Website or any services or items obtained through the Website or their downloading of any material posted on it, or on any Website linked to it.

## **11. Liability**

- 11.1. Vivaticket will not be held responsible for or liable for any issues, damages or physical injuries arising from the Event for which the customer bought Tickets.

## **12. Entire Agreement**

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12.1. The Terms & Conditions, our Privacy Policy, and the Cookie Policy, constitute the sole and entire agreement between the Customer and Vivaticket with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website.

## **13. Governing Law and Jurisdiction**

13.1. All matters relating to the Website and this Policy and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws in force in the Emirate of Dubai, United Arab Emirates without giving effect to any choice or conflict of law provision or rule (whether of the United Arab Emirates or any other jurisdiction).

13.2. Any legal suit, action or proceeding arising out of, or related to, this Policy or the Website shall be instituted exclusively in the courts of Dubai, United Arab Emirates although we retain the right to bring any suit, action or proceeding against the Customer for breach of this Policy in their place or country of residence or any other relevant country. The Customer waive any and all objections to the exercise of jurisdiction by such courts and to venue in such courts.