

## Invictus Games Toronto 2017 Ticket General Terms and Conditions\*

These Conditions govern Tickets issued for the Invictus Games Toronto 2017 to attend any Event at the Mattamy Athletic Centre, Toronto Pan Am Centre, and York Lions Stadium (hereinafter referred to as “**Venue(s)**”). All capitalised terms used herein shall have the meanings given to them in paragraph 32 of these Conditions. All Tickets are issued by CIMGC pursuant to authority granted by IGF. Any person who purchases, possesses and/or uses or attempts to use any Ticket shall be deemed to have fully and irrevocably accepted and agreed to comply with these Conditions. These Conditions will be printed in abbreviated form on each Ticket. In the case of any conflict or ambiguity between these Conditions and the abbreviated form printed on a Ticket, these Conditions will prevail.

### Venue Regulations

1. These Conditions incorporate regulations established by the Venue. If you fail to comply with Venue Regulations, you may be refused entry to, or be evicted from, the Venue.

### Ticket Purchase

2. Tickets may only be purchased through Spectra and Audience View.
3. Tickets are non-transferable except as set out herein and are only valid for use by a Permitted Purchaser, and not by any other person.
4. The sale or other issuance of any Ticket is final and non-refundable except as outlined in paragraphs 20-23 of these Conditions or as required by applicable Canadian law. IG2017 reserves the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged or forged, or any Ticket which is unreadable or incomplete.

### Ticket Use & Prohibitions on Transfers

5. It is an essential condition of the issuance of each and every Ticket and the right of admission to a Venue that **THE TICKET MUST NOT BE SOLD OR OFFERED, EXPOSED OR MADE AVAILABLE FOR SALE, OR TRANSFERRED OR OTHERWISE DISPOSED OF, EXCEPT WHERE ALL OF THE FOLLOWING CRITERIA ARE MET:**
  - a) the sale, transfer or disposal must not be for a value greater than the Original Sale Price of the Ticket;
  - b) the Ticket must not be offered publicly on any website (other than a CIMGC authorized website) and the sale, transfer or disposal must not take place in the course of any business or for the purpose of facilitating a third party's business;
  - c) the sale, transfer or disposal must be made strictly subject to these Conditions (and the transferee's acceptance thereof) which shall be binding upon the transferee in full as if the transferee was the Ticket Purchaser, save only that such transferee shall have no right to transfer the Ticket under this paragraph 5 nor any right to a refund under paragraphs 20-23 of these Conditions; and
  - d) the transferee is a natural person, who is known to the Ticket Purchaser personally and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket, and the Ticket must be for the transferee's personal use only.
6. Notwithstanding paragraph 5 above, it is an essential condition of the issuance of each and every Ticket and the right of admission to a Venue that, the Ticket must not be:
  - a) transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business;
  - b) transferred, used or otherwise disposed of:
    - i. in relation to any promotional or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise); or
    - ii. to enhance the demand for any other goods or services;
  - c) transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket;
  - d) transferred, used or incorporated as part of any hospitality or travel package; and/or
  - e) bundled with any other good(s) or service(s) (including as part of any hospitality or travel package), in each case without the prior express written authorization of IG2017.

7. The Ticket Holder must, upon request by IG2017 or any Authorized Person, give a full explanation as to how, from whom (including full contact details) and from where his/her Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a satisfactory, or any, explanation, IG2017 may, in its absolute discretion, cancel the Ticket(s) immediately.
8. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of paragraphs 5 or 6 of these Conditions may be cancelled and any person seeking to use the Ticket may be refused admission to or evicted from the Venue without refund or compensation, even if the Ticket Holder did not have prior notice of these Conditions or the breach thereof. Further, IG2017 may pursue any other remedies available in relation to the breach.
9. Unlawful resale (or attempted resale), counterfeit or copy of tickets is grounds for seizure and cancellation without compensation. Certain maximum resale premiums and restrictions may apply and we cannot be responsible for providing legal advice regarding resale or pricing of tickets. You are responsible for complying with all applicable ticket resale laws. In addition, we reserve the right to restrict or deny ticket purchasing privileges to anyone that we determine to be, or has been, in violation of our policies. Because we do not guarantee the authenticity of tickets purchased from any non-authorized third party reseller (such as brokers or individuals), we recommend that you purchase tickets directly through us, authorized partners or from the venue box office to ensure ticket authenticity. Tickets may not be used for advertising, promotions, contests or sweepstakes, unless formal written authorization is given by us.

#### **Venue Entry & Requirements**

10. Admission to a Venue will only be authorized upon presentation of a valid Ticket (one Ticket will be required for each person, with the exception of any child aged under 24 months and who will not occupy a separate seat within the venue) and, upon request, proof of identity with valid photograph and signature. A valid Ticket permits the Ticket Holder to occupy, at the relevant Event, the position indicated on that Ticket or such other alternative position as IG2017 may allocate acting reasonably. Any Ticket Holder leaving a Venue will not be guaranteed re-entry.
11. Admission to a Venue will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving, or considered by any Authorized Person likely to behave, violently, harmfully or in a manner contrary to public order and/or safety. Admission may be refused to any person who attempts to bring any Prohibited Item into a Venue.
12. It is an essential condition of issuance of any Ticket and the right of admission to a Venue that a Ticket Holder is expressly prohibited from:
  - a) bringing into a Venue any Prohibited Item including (without limitation) bottles, glass, cans, weapons, fireworks, hard cool boxes, compressed gas containers, flares, air horns, smoke bombs and/or flag sticks; alcohol and/or illegal substances; food and drink other than a small amount of sealed bottled water for personal consumption; banners, signs or materials displaying political, religious, offensive or race-related messages, slogans or images; any item that is dangerous, hazardous and/or illegal or that may be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue; and/or any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing still or moving pictures) other than for personal use. Prohibited Items may be removed, confiscated and/or destroyed at the discretion of any Authorized Person;
  - b) possessing, bringing into, or using within a Venue any sponsorship, promotional or commercial items or materials (of whatever nature) without the prior written authorisation of IG2017 (the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within any Venue);
  - c) whilst within any Venue, engaging in any form of ambush marketing (whether by invasion, intrusion or otherwise), gambling, conducting any commercial activity whatsoever, or offering (either for free or for sale), selling or possessing items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without the prior written authorisation of IG2017. Any such items may be removed, confiscated and/or destroyed at the discretion of any Authorized Person;
  - d) whilst within any Venue, engaging in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object (including, without limitation, onto the Playing Surface), instigating violence, racism or

- xenophobia, behaving in a way that any reasonable person may interpret as provocative, threatening, discriminatory and/or offensive, creating or posing any threat to the life or safety of themselves or any other person(s), or harming any other person(s) in any way; and/or
- e) whilst within any Venue, entering or circulating in restricted access areas or other areas where that person is not permitted, including (without limitation) the Playing Surface, climbing lighting masts, fences, roofs and other apparatus or constructions, or standing on seats.
13. No Ticket Holder shall be permitted to enter, attend or remain in attendance at any Venue where that person is banned by any competent authority and/or sport's governing body from attending the Venue or the Event and/or from receiving any Ticket.
  14. **EACH TICKET HOLDER ADMITTED TO A VENUE ACKNOWLEDGES THAT HIS/HER PRESENCE AND/OR MOVEMENT IN AND AROUND THE VENUE IS AT HIS/HER OWN RISK AND THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, IG2017 NOR ANY AUTHORIZED PERSONS ARE LIABLE FOR ANY LOSS, DAMAGE AND/OR HARM, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR LOSS, OR ANY OTHER LOSS AND/OR HARM ARISING FROM AND/OR OCCURRING DURING HIS/HER ATTENDANCE AT THE VENUE DUE TO ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, WILFUL AND/OR INTENTIONAL MISCONDUCT AND, WITHOUT LIMITATION TO THE FOREGOING, EACH TICKET HOLDER AGREES THAT NO CLAIM, COMPLAINT OR PROCEEDING WILL BE BROUGHT IN RELATION TO THE FOREGOING.**
  15. **EACH TICKET HOLDER SHALL INDEMNIFY AND HOLD IG2017 (INCLUDING THE OFFICIAL TICKETING AGENTS), IGF AND ALL AUTHORIZED PERSONS HARMLESS FROM AND AGAINST ALL LOSS, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO THE COSTS OF ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF THESE CONDITIONS) SUFFERED OR INCURRED BY ANY OF THEM IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, A BREACH BY THE TICKET HOLDER OF ANY OF THESE CONDITIONS.**
  16. For the purposes of safety, security and/or checking compliance with these Conditions, each Ticket Holder shall, if requested by any Authorized Person, co-operate and comply fully with the instructions and guidelines of such Authorized Person (including by producing a valid Ticket and proof of identity with valid photograph and signature). A Ticket Holder may be requested to submit to a body check and/or a search of his/her possessions for the purposes of locating and removing any Prohibited Item, and any refusal by the Ticket Holder may result in refusal of admission to or eviction from the Venue.
  17. The Ticket Holder acknowledges that he/she is individually responsible for his/her own property brought to and into a Venue (including Prohibited Items) and that there is no storage available at a Venue for any such items.

#### **Media & Recordings**

18. Photographs or any other recordings of sound or images taken by a Ticket Holder within a Venue may be used for personal, private, non-commercial and non-promotional purposes only. It is forbidden for the Ticket Holder to disseminate at any time, over the internet, radio, television and/or any other current and/or future form or type of media, any sound, image, description or result and/or statistics of an Event (in whole or in part), or to assist any other person(s) in the conduct of such activities. The Ticket Holder is also forbidden from making or distributing broadcasts, commentary, news reports and/or statistics in respect of the whole or any part of an Event, by any means and in any format or media, including (without limitation) any such content made, recorded or captured in still or moving form by mobile phones or by any other form of wireless and/or portable device.
19. Each Ticket Holder attending an Event:
  - a) acknowledges that he/she is likely to be recorded in a number of media and publicly disseminated;
  - b) agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness captured whilst present at or about the Venue (by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
  - c) acknowledges and agrees that IG2017 and IGF are the sole legal and beneficial owners of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound or images taken within a Venue (including future rights

to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and

- d) hereby unconditionally and irrevocably grants to IG2017 and IGF a perpetual, exclusive, freely assignable and royalty-free licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder within a Venue in breach of paragraph 19 of these Conditions.

### **Refund & Cancellation**

20. IG2017 does not guarantee that the Event for which a Ticket is issued will take place at the date, time and Venue indicated on the Ticket. IG2017 reserves the right to make alterations to the time, date and Venue of any Event or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation), force majeure, safety and security concerns. In the event of such alteration, neither IG2017, (including the Official Ticketing Agent), nor IGF will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraph 21 of these Conditions.
21. The following refund policy will apply:
- a) If the Ticket is for an Event which is delayed but completed on the same calendar day, Ticket Holders shall not be eligible for a refund and there will be no Ticket exchanges for another Event.
  - b) If the Ticket is for an Event which is interrupted after it begins, and IG2017 determines that it was substantially completed, Ticket Holders shall not be eligible for a refund and there will be no Ticket exchanges for another Event.
  - c) If the Ticket is for an Event which commences as scheduled, is interrupted after it begins, and IG2017 determines that the Event was not substantially completed, and the Event is rescheduled to take place as a new Event, the Ticket Holder may:
    - i. Retain their original Ticket for admission to the rescheduled Event; or
    - ii. Retain their original Ticket to apply for a refund for the Face Value of their Ticket(s).
  - d) If the Ticket is for an Event which commences as scheduled, is interrupted after it begins, and IG2017 determines that the Event was not substantially completed, and the Event is rescheduled as part of an existing Event (i.e. does not take place as a new Event), the Ticket Holder will receive an automatic refund within 30 working days of the rescheduling of the Event.
  - e) If the Ticket is for an Event which is rescheduled, before commencing, to an alternate day or venue the Ticket Holder may:
    - i. Retain their original Ticket for admission to the rescheduled Event; or
    - ii. Retain their original Ticket to apply for a refund for the Face Value of their Ticket(s).
  - f) If an Event is cancelled (i.e. not held at all) the Ticket Holder will receive an automatic refund within 30 working days of the cancellation of the Event.
22. IG2017 shall not be required to refund any service fees or charges paid in addition to the Face Value of the Ticket (for example, any postage or courier charges) except where required by applicable Canadian law. No interest or costs will be payable in respect of any monies refunded. IG2017 will not be liable for any associated costs, expenses or losses (including, without limitation, any indirect and/or consequential loss, such as for travel to the Venue or any accommodation costs).
23. Where application for a refund under paragraph 21 (c) and (e) of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If IG2017 initiates a refund process, the Ticket Purchaser will be advised of the process and the prescribed deadline for refund, through the media or via direct communication, within 15 working days of the cancellation or rescheduling of the Event or the cancellation of the Games. The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket in order to be eligible for a refund. To avoid any doubt, IG2017 shall not be required to issue a refund in relation to any Ticket which it reasonably believes has been the subject of a sale, transfer or disposal in breach of paragraphs 5 or 6 of these Conditions.

### **General**

24. Personal information about a Ticket Purchaser will be collected and stored in accordance with the *Personal Information Protection and Electronic Documents Act*, (S.C. 2000, c.5) ("**PIPEDA**"), as amended. The Ticket Purchaser's personal information will be used to identify the Ticket Purchaser, administer the ticketing process, communicate with the Ticket Purchaser for Games-related purposes,

and for enforcement and access control purposes. The Ticket Purchaser has a right of access to, and correction of, his/her personal information. Ticket Purchaser personal information will be used and disclosed in accordance with our Privacy Policy, which can be accessed at <http://www.invictusgames2017.com>. Should you have any questions concerning the collection, use or disclosure of your personal information, please contact Invictus Games Toronto 2017, P.O. Box 20060 Bay/Adelaide Post Office, Toronto, Ontario, Canada M5H 0A1, 416-364-0001.

25. In the event that any provision(s) of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision(s) shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such provision(s) had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.
26. **IG2017 RESERVES THE RIGHT TO MAKE AMENDMENTS TO THESE CONDITIONS FROM TIME TO TIME AT IG2017'S SOLE DISCRETION AND WITHOUT NOTICE (INCLUDING BY AMENDING OR SUPPLEMENTING THE VENUE REGULATIONS).**
27. Any information requests or other correspondence in relation to these Conditions should be addressed to: Ticketing Department, Invictus Games Toronto 2017, P.O. Box 20060 Bay/Adelaide Post Office, Toronto, Ontario, Canada M5H 0A1.
28. These Conditions will be governed by and interpreted in accordance with the laws of Canada. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at an Event will be submitted to a court of competent jurisdiction in Canada. Notwithstanding the foregoing, IG2017 reserve the right to pursue any legal proceedings in a court of competent jurisdiction in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with the laws of Canada.
29. Any breach of any Condition set out herein may, in addition to any other remedy that IG2017 may have, (including claiming under the indemnity provided in paragraph 15 of these Conditions), and even if the Ticket Holder did not have prior notice of the Condition or the breach, result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or his/her eviction from the Venue, in each case without refund or compensation. No failure or delay by IG2017 to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.
30. All Tickets (and the copyright in all Tickets) remain the property of IG2017. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets must, upon the request of any Authorized Person, be delivered up to that Authorized Person. Such actions are without prejudice to other remedies which may include a fine and/or legal action.
31. To the fullest extent permitted by law, all implied representations or warranties are excluded.

#### **Definitions**

32. When used in these Conditions, the following capitalised terms shall have the following meanings:
  - "Authorized Person(s)"** means collectively all Games management, Venue management, Municipal and Provincial law enforcement agencies, contracted security, Canadian Government and local Government agencies responsible for safety and security in connection with the Games, each Venue and each Event, and their respective staff, officials, representatives, officers and volunteers;
  - "CIMGC"** means the Canadian International Military Games Corporation and the organizing committee of IG2017.
  - "Conditions"** means these conditions and the Venue Regulations which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on behalf of IG2017 from time to time;
  - "Event"** means an official event forming part of the Games, the particulars of which are indicated on the Ticket;
  - "Face Value"** means the specified price of the Ticket and any Service Fee (or part thereof) only, and excludes other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including postage or courier charges);
  - "Games"** means the Invictus Games Toronto 2017;
  - "Handling Fee"** means the fee payable per Ticket transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order;
  - "IGF"** means the Invictus Games Foundation, that governs the Invictus Games Toronto 2017;
  - "Official Ticketing Agent"** means the official appointed ticket agent of IG2017, acting as agent for IG2017;
  - "Original Sale Price"** means the specified price of each Ticket plus any Handling Fee (or part thereof) and other charges necessary to affect the sale or trade of that Ticket (including postage or courier charges);

**"Permitted Purchaser"** means any Ticket Purchaser, any person who has obtained a Ticket in accordance with the restrictions and mechanisms outlined in these Conditions, and any other person with the prior express authorisation of IG2017;

**"Playing Surface"** means the area within the Venue on which the Event is played, together with any adjacent areas required for the purposes of the Event;

**"Prohibited Item(s)"** means any prohibited item(s) includes (without limitation) those items specified in paragraph 12 of these Conditions;

**"Ticket"** means a ticket giving right of entry to a particular Event at a particular Venue in accordance with the details indicated thereon;

**"Ticket Holder"** means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket was issued or transferred;

**"Ticket Purchaser"** means the individual with legal capacity who has purchased a Ticket or Tickets through the Games' official ticket programme and/or through any Authorized Ticket Reseller(s);

**"IG2017"** means the Invictus Games Toronto 2017;

**"Venue"** means the entire premises of a location where an Event is scheduled to take place (and/or any replacement location to which an Event is rescheduled) and to which a Ticket is required to gain access, including all entrance and exit gates as well as all other official installations and areas (as permitted by the Venue); and

**"Venue Regulations"** means the security protocols and the public order and safety conditions of admission to each Venue hosting an Event, including as the same may be amended, supplemented or replaced from time to time.

**\*These Invictus Games Toronto 2017 Ticket General Terms and Conditions do not apply to tickets for the Opening and Closing Ceremonies being held at the Air Canada Centre. The Terms and Conditions for the Opening and Closing Ceremonies can be found on Ticketmaster's website at [www.Ticketmaster.ca](http://www.Ticketmaster.ca).**

**Where these Conditions are translated into any language in addition to English and there is any conflict in meaning between the English-language version and such translated version, the English-language version shall prevail in all respects.**