



Victoria Iranian-Persian Cultural Society

Events Terms and Conditions

Ref No.: **E.P.01.19.R001**

Approved by VIPCS Board on November 19, 2019

Introduction

This document serves as a set of regulations set by Victoria Iranian-Persian Cultural Society to regulate all the events planned, organized, and run by the Society. All individuals attending of our events agree to be bound by the terms and conditions stated in this document.

If you are under the age of 18, you must obtain your parents' or legal guardians' prior authorisation, permission and consent to attend an Event.

Definitions

Victoria Iranian-Persian Cultural Society is the organization responsible for planning, organizing, and running the Events regulated by these terms. 'Victoria Iranian-Persian Cultural Society,' 'VIPCS,' 'the Society,' 'we,' and 'us' are used interchangeably in this document.

Ticket holder refers to the holder of a ticket to or attends any of VIPCS events. These terms regulate the relationship between the Society and those attending all VIPCS complementary or free events as well. In that context ticket holder refers to the attendees of VIPCS complementary or free events. 'Ticket holder,' 'attendee,' 'you,' and 'your' are used interchangeably in this document.

Events refer to any gathering planned, organized, and run by the Society. Events include both ticketed and complementary or free gatherings. For instance, Nowruz and Yalda celebrations, Tiregan and Mehregan picnics, Poetry night, just to name a few, are all subject to the Terms stated in this document.

Ticket refers to the receipt provided for the Society's paid events. VIPCS free or complementary events may not offer Tickets to the attendees, but the Terms in this document regulate the relationship between the Society and the attendees of those Events.

The Ticketing Terms

1. Each Ticket you purchase from VIPCS through a ticketing agent or through a third- party website is intended to give you a revocable license (or right) to entry and attendance of the particular Event only to which the Ticket pertains. Each Ticket holder has a right to a seat or standing place in relation to the stage, of a value corresponding to that stated on the Ticket holder's Ticket. VIPCS and the Venue reserve the right to provide alternative seats or standing place to those specified on the Ticket.

2. A Ticket does not afford the Ticket holder the right to transport to the Venue, or parking, or merchandise, or any food or beverages at the Venue, unless otherwise stated. Other independent service providers might render services relating to transport, parking, merchandise, food or beverages at the Venue and in such circumstances, the terms and conditions of such service providers will apply between it and persons who make use of such products or services.
3. You must produce a valid Ticket to gain entry to the Venue and you must produce that Ticket for inspection upon request from an Event official at any time. Failure to produce such Ticket when requested may result in you being denied access to the Venue or in you being removed from the Venue.
4. Tickets are not transferable and cannot be resold or offered for resale (including on-line auction sites) or used for commercial purposes including advertising, competitions, contests, sweepstakes, promotions, or used, sold or given away in conjunction with other products or services (such as part of a travel or hospitality package) without the express written permission of VIPCS in advance. If this condition is breached the Ticket may be cancelled without refund or compensation and the bearer of the Ticket may be refused entry or removed from the Venue.
5. Any Tickets brought from unauthorised agents or third parties are not valid and admission to an Event on the strength of such Tickets will not be permitted. All Tickets remain the property of VIPCS at all times and constitute a personal revocable license from VIPCS to the Ticket holder which may be withdrawn by the Society and admission refused at any time upon refunding the printed purchase price of the Ticket.
6. We reserve the right to restrict the sale of Tickets to a maximum number per person, per credit card and/or per household and to cancel any Tickets purchased in excess of this number.
7. If an error is made in the price of Tickets ordered by you, you will be notified by us as soon as possible and we will give you the option to either (a) reconfirm your Ticket order at the correct price; or (b) cancel your Ticket order and receive a full refund from us.
8. It is your responsibility to (i) ensure that your Tickets are collected by or delivered to you before the date of the Event; (ii) keep your Tickets safe prior to the Event; and (iii) check your Tickets and to ascertain the date and the time of the Event and if applicable, any rescheduled Event. Event dates and times are subject to change. VIPCS is responsible or liable should you fail to obtain your Tickets timeously or for any Tickets that are lost, stolen or damaged.

CANCELLATION POLICY

9. You are entitled to cancel your purchase of and return your Ticket(s) at any time prior to the scheduled date of the Event to which the Ticket(s) apply by contacting the ticketing agent or the Society's Director of Events (whichever is applicable) and arranging such cancellation and return, subject to the following:

9.1. If you cancel your purchase of and return your Ticket(s) within 7 (seven) days of purchase, you will be entitled to a full refund of the face value of the ticket.

9. 2. If you cancel your purchase of and return your Ticket(s) more than 7 (seven) days after the date on which the ticket was purchased (no later than 7 days prior to the Event), you will be entitled to a refund of 50% of the cost appearing on the Ticket.

9. 3. No refund shall be issued in respect of a cancelled purchase later than 7 days prior to the Event.

9. 4. You hereby acknowledge and agree that the aforementioned cancellation charges constitute reasonable charges as mentioned in this document.

9. 5. Notwithstanding the above, if you can provide us with proof that the person for whom, or whose benefit a Ticket was purchased will not be able to attend the Event because of his or her death or hospitalisation, no cancellation fee will apply in respect of that Ticket. This will grant a full refund of the cost appearing on the Ticket to the Ticket holder.

9. 5. 1. Refund requests submitted after the event date has passed need to be submitted within 10 (ten) working days of such event date. All refund requests submitted after the 10 (ten) working days will not be entertained by VIPCS.

10. Your purchase of Tickets is subject to the Society's right to cancel or reschedule an Event at any time, or to alter or vary the programme of an Event, due to circumstances beyond our reasonable control. Where we alter or vary the programme of an Event, we shall not be obligated to refund any Ticket monies or exchange your Tickets. Please note that if an opening act or guest artist is changed or cancelled, the event is not considered cancelled and you will not be entitled to a refund or exchange. Neither we, a ticketing agent, nor any other person shall have any liability to you to refund the purchase price of a Ticket in circumstances where an Event is cancelled due to circumstances beyond our reasonable control. VIPCS reserves the right to upgrade any ticket holder to a higher price ticket or seating section at their own discretion without compensation to existing ticket holders in that area where they are upgraded to.

11. If an Event is rescheduled or cancelled, we will use our reasonable endeavours to notify you as soon as reasonably possible thereof (including notifying you of the details of any rescheduled Event) by publishing the details of the rescheduled or cancelled Event, as the case may be, on the website located at the domain name <https://www.vicipcs.ca> (the “Website”) and by e-mail to the contact details which you provide at the time of the purchase of Tickets. It is therefore important that you provide the ticketing agent or VIPCS (whichever is applicable) with your correct contact details.

at the time of the purchase of Tickets. If the Event is to be rescheduled, you will be offered a Ticket for the rescheduled Event (subject to availability and you having provided us with correct contact details). Should you not wish to attend such a rescheduled Event, you will be required, for purposes of safety and security planning in respect of the Event, to notify the ticketing agent through which you purchased your ticket, or alternatively our official communication email info@vicipcs.ca of your intention to not attend that Event. Should you give notification as stated above or if the Event is not rescheduled, you shall be entitled to a refund of the face value of the Ticket. If the relevant Event is only partially cancelled (e.g. if it is a multi-day Event and only one day is cancelled), we shall give you a partial refund corresponding to the proportion of the Event cancelled. Any refund referred to herein must be claimed by you by contacting the ticketing agent or VIPCS (whichever is applicable) to arrange the return of your unused Ticket and receive the refund.

12. The following restrictions will apply to your attendance at an Event and your breach of any of these may lead to you being ejected from the Venue:

12.1. Appropriate standards of behaviour are expected of all persons attending an Event and persons deemed to be behaving in a manner that is dangerous or unacceptable in the opinion of VIPCS or its agents or contractors, will be refused admission and/or removed from the Venue with no refund on the Ticket. Activities such as ‘stage diving’, ‘moshing’, ‘climbing,’ and ‘crowd surfing,’ are strictly prohibited for your own safety.

12.2. In order to facilitate the security, safety and comfort of all patrons, we reserve the right in our reasonable discretion to conduct security searches of persons, clothing, bags and all other items on entry and exit of a Venue, to confiscate items which may cause danger or disruption to the Event or to other patrons or that are in breach of the Terms and/or to refuse admission and/or to refund the Ticket face value if we have reasonable grounds to do so.

12.3. Ticket holders may be ejected from the Venue if, in the reasonable opinion of VIPCS or its agents or any contractors appointed by VIPCS, or the Venue, the Ticket holder is a risk to the safety of any patron and/or may affect the enjoyment of other patrons and/or the running of the Event or may cause damage, nuisance or injury. Examples include being (or appearing to be) drunk, incapable, intoxicated or under the influence of illegal drugs, under-age (where relevant), abusive, threatening, carrying offensive weapons or illegal

substances, declining to be searched or in breach of any of these Terms or the terms and conditions of the Venue.

12.4 We encourage responsible drinking and conduct within and after the Event. We cannot be held liable for any injuries or death caused or suffered car accidents after our Events. It is exclusively your responsibility to comply with ICBC alcohol related and safety regulations.

12.4. There are to be pass-outs or re-admissions after you exit the gates of a Venue (after entry) and you will be permitted to re-enter the Venue as long as you are able to provide evidence of your Ticket purchase.

12.5. The following items are not permitted to be brought into a Venue:

12.5.1. Glass bottles or containers or other heavy and/or sharp objects, which could potentially be used as projectiles (excluding sunglasses, binoculars and prescription or reading glasses)

12.5.2. Any illegal drugs

12.5.3. Skateboards, scooters, roller blades or bicycles

12.5.4. Knives, weapons of any nature or fireworks

12.5.5. Any object that could be used to distract, hinder or interfere with any performer, including laser pointers and flashlights

12.5.6. Flags with poles, large flags or banners that may obstruct the view of other patrons

12.5.7. Any whistle, horn, musical instrument, loud hailer, public address system or vuvuzela

12.5.8. Any item that you intend to distribute, hawk, sell, offer, expose for sale or display for marketing or promotional purposes

12.5.9. No animals apart from authorised guide/assistance dogs

12.5.10. Any dangerous goods and any other items by management to be dangerous or capable of causing a public nuisance

12.5.11. Umbrellas (unless there is an obvious threat of rain), in which case small umbrellas will be permitted but no golf or beach umbrellas

12.5.12. Braais or barbeques

12.5.13. Food and refreshments (including alcoholic drinks).

12.6. Smoking cigarettes or any other substances is not permitted inside the Venue. Ticket holders may smoke only in designated areas as identified with signages by the Venue. Any penalty for breaking the Venue smoking regulations will be charged to the Ticket holder responsible for the act.

13. If you are a disabled person, you are requested to inform VIPCS, and its agents and contractors will use their reasonable endeavours to accommodate and assist you at the Event, subject to their capacity to do so, and the confines and layout of the Venue facilities.

14. All children attending an Event must be in possession of a valid Ticket. Events may be age-restricted, and it is the responsibility of the Ticket holder to check age restrictions to an Event before purchasing a Ticket. In any case, unless indicated otherwise, a responsible adult must accompany children 18 years of age and under.

15. Please note that CCTV and film cameras may be present at the Venue. By purchasing Tickets and attending the Event, you consent to being filmed, photographed, videotaped, or otherwise recorded, and that your name, voice and likeness may be broadcasted, displayed or distributed (commercial or otherwise) without any compensation being paid to you.

16. You voluntarily assume all risks and dangers incidental to an Event, whether occurring before, during or after the Event, and you waive any claims for loss, damage, personal injury or death against VIPCS, the Board and Volunteers of VIPCS, any agent of the Society, the performing artist(s), participants, and all of their respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any minor accompanying you or for whom you purchased a Ticket.

17. Neither the Venue nor VIPCES can accept responsibility for damage to or loss of any personal property at an Event.

18. We cannot be held liable for any damages of whatsoever nature, property loss, injuries or death caused or suffered by a Ticket holder who was under influence of alcohol or any other drugs.

19. We cannot be held liable for any damages of whatsoever nature, property loss, injuries or death caused or suffered by a Ticket holder who did not follow up instructions and safety guidelines instructed by us or our supplier.

21. We cannot be held liable for any health damages or death caused or suffered by food allergy reaction in our Events. We will strive to accommodate food restrictions for our Ticket holders, but the ultimate responsibility is exclusively on you.

20. You bear the risk of inclement weather.

21. To the fullest extent possible in law, we do not accept liability for and you will have no claim in respect of:

21.1. the quality of the view from your seat or standing place; or

21.3. the lack of or inadequacy of parking at the Venue; or

21.4. any problems relating to the adequacy of traffic control to and from the Venue; or

21.5. the quality of sound and lighting at the Event; or

22. You agree and acknowledge that neither VIPCS nor any of its agents have guaranteed or made any warranties or representations to you in relation to the accuracy of the location of your seat or standing at the Venue, the availability of parking at the Venue and/or the adequacy of traffic control to or from the Venue.

23. These Terms cancel and supersede all prior negotiations and previous agreements, understandings and arrangements, whether written or oral, between you and the Society or any of its agents and/or contractors.

24. These Terms constitute the whole agreement between you and/or the Ticket holder in respect of the subject matter hereof and no addition to or variation or novation of this agreement shall be of any force or effect, unless reduced to writing and signed by the above parties or their duly authorised representatives.

25. These Terms shall be governed by British Columbia Law and be subject to the exclusive jurisdiction of the Canadian courts in British Columbia.

General

26. If you experience any problems at the Event, please contact a steward or duty manager as it may not be possible to resolve issues after the Event.
27. In case of emergency please follow instructions and directions from stewards, staff and/or other officials.
28. Please note that loud music at Events can damage hearing.
29. The staging of all events is subject to obtaining the relevant licences.
30. When purchasing alcohol at a Venue, you may be asked for proof of age.