



TEAM GB LIVE

PACKAGE TERMS & CONDITIONS

VERSION: 01 NOVEMBER 2020

INTRODUCTION

Thank you for choosing to travel on one of our official ticket inclusive travel and/or accommodation packages.

Please read this document carefully as it sets out the terms of our relationship with you. All of our Package Terms & Conditions (**Package Terms**) are important. We recommend that you print/keep a copy for your records.

When we issue our Booking Confirmation Email to you, this is the stage that your contract forms with us and is binding. If you then choose to cancel your package, the cancellation charges set out in these Package Terms will apply, which can be up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. We'll pay you compensation in certain circumstances. Please note all communications to our suppliers must be through us and you agree not to contact them directly.

You must not transfer, resell, offer, expose or make available any Tickets or other services you purchase from us. For example, you may not offer tickets for sale on an auction website or secondary ticket market website, or split your package and sell each service separately.

We are responsible to you for providing your holiday but there are legal limits. We are a Member of ABTA, membership number V4759. We provide protection for the monies you pay for packages booked with us. We provide this security by way of an ATOL (number 3030) administered by the Civil Aviation Authority and a bond held by ABTA for packages that do not include a flight. If you book arrangements other than a package holiday from us, the financial protection referred to above does not apply.

SPECIAL TERMS

These special terms are specific to the Team GB Live official ticket inclusive travel and/or accommodation packages, for the Tokyo 2020 Olympic Games, the destination of travel and package you have chosen.

ELIGIBILITY

- (1) By making a booking request, you promise to us that you are at least 18 years old and that have a residential address in Great Britain and Northern Ireland (including the Channel Islands and the Isle of Man). If this is not true then you may not make a booking request and any booking requests that do not comply with this promise will be cancelled, save as otherwise permitted by law.

JAPANESE ACCOMMODATION

- (2) There is no uniform accommodation grading system in Japan, and we do not guarantee the accuracy of any online gradings or reviews. You acknowledge that you have been provided with sufficient information to make an assessment as to whether your accommodation is suitable for your needs, irrespective of how we have classified it. You should not rely on our and/or local classification systems to infer facilities and standards of the accommodation that is comparable with European Standards.
- (3) Please note that smoking is permitted in some accommodation rooms in Japan. Although we will aim to provide non-smoking rooms where requested, we cannot guarantee this and smoking rooms may be provided. If you are provided with a non-smoking room, we cannot guarantee its location in the hotel. A non-smoking room may be provided on a floor which has smoking rooms or may be located next to a smoking room.
- (4) Although we will aim to provide rooms with double beds where you have requested, rooms with twin beds will be allocated as default and rooms with double beds will be provided subject to availability. Please note that not all accommodation will offer the option of rooms with double beds.

POSTPONEMENT OF THE TOKYO 2020 OLYMPIC GAMES

- (5) Due to COVID-19, the Olympic Games Tokyo 2020 were postponed. Any reference to the Tokyo 2020 Olympic Games refer to the rescheduled Tokyo 2020 Olympic Games now scheduled for 2021.

COVID-19 AND OTHER COMMUNICABLE DISEASES

- (6) The Entities cannot prevent any Party Members from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending the Tokyo 2020 Olympic Games. It is not possible to prevent against the presence of the disease. Therefore, if you choose to travel you are aware and accept that you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or any such communicable diseases. By accepting these terms and booking a package with Team GB Live, you and your

Group assume the risk to and understand this warning concerning COVID-19 or any such communicable diseases. In this regard any Party Member waives the right to bring any claims including for personal injury, death, disease or property losses, or any other loss, including but not limited to claims of negligence and shall not seek damages, whether known or unknown, foreseen or unforeseen relating to COVID-19 or any communicable diseases.

- (7) The total price of the package does not include any additional COVID-19 related checks or compliance with additional requirements when using services forming part of your package or upon entry into or exit from countries. You will need to pay for these yourself and we do not provide any assistance.

USING YOUR PRIORITY ACCESS PASS

- (8) If you purchased a Priority Access Pass from us it may be redeemed against any of our Tokyo 2020 Olympic Games packages. To redeem your Priority Access Pass you must follow the instructions sent to you for website bookings or quote it on your signed booking request form. The value of your Priority Access Pass will be deducted from the Final Balance payment, not the total cost of the product or service.

ADDITIONAL PRIORITY ACCESS PASS BENEFITS

- (9) We may, at our discretion, provide additional benefits to Priority Access Pass holders. If provided, any additional benefits will only apply to Priority Access Pass holders. These will not apply to additional travellers in your group unless they are also Priority Access Pass holders. For example, if you have purchased six Priority Access Passes however there is eight travellers in your group, only the six Priority Access Pass holders will receive the additional benefits of the Priority Access Passes.
- (10) To be eligible for any additional benefits you must purchase a travel package within the Priority Access Pass holder priority access window and comply with any other requirements we notify to you from time to time

CANCELLATION AND YOUR PRIORITY ACCESS PASS

- (11) If you cancel your package after redemption of your Priority Access Pass the value of the Priority Access Pass will be refunded, except if you cancel after the Final Balance payment.
- (12) If you cancel your package after redemption of your Priority Access Pass but before any additional benefits (for example, prior to an exclusive invite only Priority Access Pass holder event), you will no longer be eligible for the additional benefits (for example, your invite to the event will be automatically revoked).
- (13) If you cancel your package after redemption of your Priority Access Pass and after you have attended the exclusive invite only Priority Access Pass holder event, you will not be entitled to a refund of your Priority Access Pass.
- (14) As the exclusive invite-only Priority Access Pass holder event is for the holder of the Priority Access Pass only, invites to the event are not transferable.
- (15) You will only receive an invite to the Priority Access Pass holder event if you are a Priority Access Pass holder and you purchase a package during the Priority Access Pass window.

TOKYO 2020 TERMS AND CONDITIONS OF TICKET PURCHASE AND USE

- (16) The organisers of the Tokyo 2020 Olympic Games may alter or vary the competition schedule at their sole discretion. Tickets are for sessions and not individual events. The events in a session may change without notice.
- (17) Admission for one child under the age of two (as at the competition day) per one ticket holder is free. No seat or ticket will be required. The child must be seated on the ticket holder's lap. Tickets must be purchased for every child exceeding the above limit.
- (18) If a session to which you are due to attend is delayed or interrupted but Tokyo 2020 determine the session as substantially completed on the same calendar day, no refund of the Tickets will be available.
- (19) Refunds are at the sole discretion of Tokyo 2020 and refunds will be made to the extent that we receive a refund from the Ticket issuer. Your package will be unaffected by the cancellation, rescheduling or interruption of any sessions you are due to attend and we will continue to provide you with these services.

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SECTION 1 – HOW TO MAKE YOUR BOOKING

YOUR BOOKING REQUEST AND OUR BOOKING REQUEST ACKNOWLEDGEMENT

- (1) You may make a booking request online via our website or by returning to us a signed booking request form. After completing your booking request and paying the required deposit (*see Section 3 – Payment*) you should receive a Booking Request Acknowledgement Email from us acknowledging that we have received your booking request. If you have not received a Booking Request Acknowledgement Email from us after submitting your booking request, please contact us (*see Section 19 - Contact*).
- (2) By making a booking request, you promise that you are at least 18 years old. Any booking requests that do not comply with this will be cancelled.

WHEN YOUR CONTRACT WITH US FORMS

- (3) We will consider your booking request and confirm to you in writing if we accept it. Your contract with us forms and is binding when we dispatch our Booking Confirmation Email to you. If we do not accept your booking request, we will not send you a Booking Confirmation Email and no contract will form. We will contact you if we cannot accept your booking request.
- (4) Confirmation of your booking request for one of our packages is subject to availability and at our sole discretion.

CHECKING YOUR BOOKING CONFIRMATION EMAIL

- (5) It is your responsibility to check the travel package detailed in your Booking Confirmation Email is complete and accurate as this is what we will provide. If it is not complete or accurate you must let us know within five working days of receipt, any changes after this time may be subject to administration and/or cancellation charges as set out in *Sections - 4, 5 and 6*.
- (6) It is always possible that, despite our best efforts, the information in your Booking Confirmation Email may be incorrect (for example, an incorrect ticket category has been listed). If we discover an error in your Booking Confirmation Email we will inform you in writing of this error and we will give you the option of:
 - (a) paying any additional fees to continue to purchase the package as incorrectly listed in your Booking Confirmation Email;
 - (b) accepting the correction to the Booking Confirmation Email; or
 - (c) cancelling your package and receiving a full refund.
- (7) We will not proceed until we have your written instructions. If we are unable to contact you within seven days of the discovery of the error using the contact details you have provided, we will treat the package as cancelled, refund all payments made and notify you in writing. Please note that if the error is obvious and unmistakable and could have reasonably been recognised by you, we do not have to provide the incorrectly stated elements to you at the incorrect price. The provision of the original or incorrectly stated elements are subject to availability at the date the mistake is brought to our attention.

PAYMENT

- (8) Payment is required at the time your booking request is made and we hold your payment until your booking request is confirmed. If we do not accept your booking request, we will return your payment to you.

CONDITIONAL BOOKING REQUESTS

- (9) We do not accept booking requests that are conditional on any special requests you have made, unless we confirm this in your Booking Confirmation Email.

QUOTATIONS

- (10) If we have provided you with a quote it will remain valid for 48 hours unless we say otherwise. If you choose to progress the quote, you must confirm this to us in writing and our acceptance of your booking request is still subject to availability at the time of booking and no contract will form until we issue you with a Booking Confirmation Email.

SECTION 2 – YOUR BOOKING

THE LEAD BOOKER

- (1) You (as the **Lead Booker**) must accept the Package Terms in order to submit a booking request. When you make a booking request, you guarantee that you have the authority to accept all of the Package Terms on behalf of your travelling party (**Group**). You are responsible for ensuring all of your Group comply with the Package Terms.
- (2) The booking contract is made up of these Package Terms and your Booking Confirmation Email and is between us and the Lead Booker. We will only discuss the booking with the Lead Booker, except where we have (at our sole discretion) agreed with the Lead Booker to discuss the booking with a named third party and have received from the Lead Booker written authorisation confirming the named third party's details.

IF THE LEAD BOOKER IS NOT TRAVELLING

- (3) If the Lead Booker submits the booking request but will not be part of the Group then the person listed as Party Member 1 will become the Lead Party Member. The Lead Booker will receive all correspondence in respect of the booking and will be the main contact for the booking, unless you tell us otherwise in writing. The contract will remain with the Lead Booker.
- (4) When the Group is travelling, the Lead Party Member will be the main contact for the Group and will receive all travel information.

STATUS

- (5) Your booking request is for the accommodation/travel services you have selected and may include official tickets (**Tickets**). We call this your "package" and will confirm these details to you in writing in a Booking Confirmation Email when your booking request is accepted.
- (6) The content, duration and particulars of a package may vary from the date of publication of a quote, brochure, marketing material or content on our website to when your booking is confirmed. You should check if your package has changed prior to making your booking request.

THE TERMS & CONDITIONS OF YOUR BOOKING

- (7) We reserve the right to alter these Package Terms from time to time in accordance with changes to legislation, regulations and ABTA Guidelines and Code of Conduct.

TRAVELLING WITH CHILDREN

- (8) Children under the age of 18 will be refused travel unless each child is accompanied by a parent or guardian. Please contact us if you are planning to travel with children to discuss arrangements (*see Section 7 – General Travel Information*).

ADDITIONAL PRODUCTS AND SERVICES

- (9) Your package includes those products and services confirmed to you in the Booking Confirmation Email. If you purchase additional, upgrades, products and services they do not form part of your package and will be governed by separate terms and conditions. Please note that a third party's terms and conditions may change from the time of booking their products or services. Unless you book and pay for additional products and services through us we are not responsible for them.
- (10) We do not guarantee that any optional additional service or product mentioned in our brochures, on our websites or elsewhere will be available to book during your holiday and/or will operate as advertised as these services are not under our control. They may not be available for various reasons and are strictly subject to availability. Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such additional product or service.

TRANSFERRING YOUR BOOKING

- (11) Your package is not transferable unless we agree otherwise and confirm this in writing. You must not sell, advertise for sale, donate (including charity donations), auction or raffle your package, or any part of it (including the Tickets, entry to special events etc.), to another person, company or organisation. If you breach this obligation the Ticket issuer may cancel your Tickets and we reserve the right to cancel your booking (without liability to you) and retain your money or refuse to transfer your booking. Nothing in this clause is intended to exclude or limit your statutory rights in relation to your package.

- (12) The Lead Booker may transfer the package to another person (**Transferee**) who satisfies all conditions applicable to the package by giving us reasonable notice of the transfer. Any request for transfer must be made in writing by the Lead Booker and the Lead Booker and the Transferee must sign our transfer of booking form.
- (13) Both the Lead Booker and the Transferee will be responsible for paying all costs incurred by us in respect of the transfer (please see *Sections – 4 and 5*) and the Novation charge.
- (14) The closer the transfer request is made to the departure date; the more likely certain travel arrangements may not be transferable and could incur a cancellation charge of up to 100% (for example flight tickets).
- (15) If the flights included in your package have been ticketed before the transfer date, it is highly unlikely that the airlines will be able to transfer the ticket to the Transferee. It is likely that there will be a cancellation charge of 100% of the original flight cost, with the Transferee then having to purchase a new flight (subject to availability).
- (16) The Ticket issuer's Ticket Terms and Conditions will apply to the transfer of the Tickets included in a package over which we have no control. It may not be possible for the Tickets to be transferred as they have been named (for security purposes) or have already been sent out to the Lead Booker before the transfer date.
- (17) We will advise you at the time of your transfer request any difficulties with the transfer, together with the anticipated costs and charges applicable.

SECTION 3 – PAYMENT

PAYMENT OF YOUR PACKAGE

- (1) The price of your package must be paid in the following instalments:

Payment (% of full booking value)	Due Date
20% Non-refundable deposit	On submitting your booking request
40%	01 February 2021
Final Balance	30 April 2021

- (2) We will invoice you for the total amount of your booking with your Booking Confirmation Email and confirm the instalments and payment dates.
- (3) If your booking is made less than 10 weeks before the date of travel you must pay in full.

NON-REFUNDABLE DEPOSIT

- (4) When you make your booking request you must pay a deposit per person which becomes non-refundable if and when we send you the Booking Confirmation Email.

PAYMENT METHODS

- (5) You may pay by any payment method we make available to you at the time of payment or as set out on our invoice. Available payment methods will be set out on the relevant payment screen or in the payment documentation.
- (6) You must pay us in Pound Sterling. You will be responsible for paying all bank and foreign exchange charges as applicable.

LATE AND NON-PAYMENT

- (7) In the event you are not required to make payment of the deposit at the time of your booking request, should you fail to pay the deposit within 48 hours or such shorter period as we notify to you from the date of making your booking request, we reserve the right to deem your booking request withdrawn and cancelled.
- (8) If for any reason any payments are not received by us by the due dates, we reserve the right to cancel your booking and levy a cancellation charge as though there had been a cancellation.

PRICING

- (9) We reserve the right to alter the prices of any of the packages shown in our brochures or on our website.

- (10) You will be advised of the current price of the package that you wish to book before your contract is confirmed. If there is a pricing error on our website, we will contact you before we confirm your booking.

WHAT IS NOT INCLUDED IN THE PRICE

- (11) Your Booking Confirmation Email will specify what is included in the price of your package.
- (12) The following are not included in any package price unless specified and you should budget for these expenses accordingly: non-UK or Ireland Visa applications, destination airport departure taxes, early check-in, late check-out, inoculations, transport to and from your UK departure point, transport to and from our special events, transport to and from the sessions, insurance, portage, car parking, excursions, gratuities, internet access, excess baggage costs, additional baggage, baggage storage, meals, snacks and beverages. This is not an exhaustive list – if it is not in your Booking Confirmation Email it is not included in your package.

WHO IS RESPONSIBLE FOR PAYMENT?

- (13) The Lead Booker is responsible and liable for payment for all Party Members.
- (14) A third party may make payment on behalf of the Lead Booker; however, the contract remains with the Lead Booker regardless of who has made payment.

REFUNDS

- (15) If, applicable, refunds will only be made to the payment source from which the payment originated.

ADDITIONAL NON-REFUNDABLE DEPOSITS

- (16) Additional non-refundable deposits may be required for upgrades and other non-standard products or services you request from us. Such deposits do not form part of the cancellation terms (see *Section 6 - Cancellation*).
- (17) If required, we will write to you to confirm when and how you will have to pay an additional payment.
- (18) These additional payments may become non-refundable in part or full if we have made commitments to suppliers for those services for which we are unable to receive a full refund or are charged a cancellation fee.

SECTION 4 – CHARGES

CHARGES

- (1) The total price of the package is inclusive of taxes (except as set out in these Package Terms). Additional costs and charges that you may be required to pay (which are not included in your booking) are set out in this section.

IMMIGRATION DOCUMENTS AND ASSISTANCE

- (2) The total price of the package does not include immigration documents (for example VISAs, ESTA) or any immigration assistance. You will need to pay for these documents and services. We do not provide any immigration assistance.

SINGLE ROOM SUPPLEMENT

- (3) Unless stated otherwise in your Booking Confirmation Email all our rates and charges are calculated on the total occupancy of the room being filled by your Group. All bookings for single room occupancy, (which may include a single bed only) or odd number Group bookings (the total number in your Group is lower than the total occupancy of the rooms booked) will be subject to our Single Room Supplement unless we agree otherwise in writing.
- (4) A Single Room Supplement will be applied if you amend your booking and the total number in your Group is lower than the total occupancy of the rooms booked.

Example: A Group of four booked two twin rooms. The Lead Booker wishes to amend the booking, reducing the Group to three. As the total number in the Group (3) is lower than the total occupancy of the rooms (4), a Single Room Supplement would be applied in addition to the Change to Package (non-flight) Charge.

POSTAGE/COURIERS

- (5) The price of your package covers the cost of postage for your documents and merchandise (as applicable) within the UK only. If you require postage outside the UK (and we agree to provide this) or special delivery instructions are requested by you, an additional postage/courier charge will be payable by you before the

documents and merchandise are sent. We are unable to calculate these charges at the time of your booking request. Please contact us for further information if required.

- (6) If you require postage outside of the United Kingdom (and we agree to provide this subject to you paying the applicable fees), the package(s) may require customs clearance, which may incur delays and customs charges of which you will be responsible to pay. You promise that you will provide all necessary information in order for us to arrange the delivery and such information will be accurate and provided without delay. You consent to us providing the delivery company with your contact information and any other relevant information for the purposes of arranging postage. We are unable to track packages once they have left the UK.
- (7) We will not send any packages until we have received full payment of your Final Balance.
- (8) We do not guarantee that you will receive one package per booking and items may arrive in multiple packages. We cannot guarantee that all packages will arrive at the same time.

DEPARTURE TAXES

- (9) Departure taxes may apply to your package which you will need to pay for separately to your package price.

CHARGES TABLE

- (10) The table sets out our charges and fees. Some fees can vary depending on the nature of your request.

Amendment	Charge
Any changes to package (non-flight)	£25 per Party Member per change
Any Flight Amendments	£150 per Party Member per change
Novation	£25 per number of Party Members

- (11) All charges are charged separate to the package contract and are non-refundable. You will be invoiced and required to make 100% payment upfront before your request is confirmed.

SECTION 5 – CHANGES TO YOUR BOOKING

YOUR REQUEST TO AMEND YOUR BOOKING

- (1) If, after you have received your Booking Confirmation Email, you wish to change your travel arrangements in any way, please contact us to discuss your requirements. Please note changes may not always be possible.
- (2) Any request for changes must be made in writing (which shall include the Lead Booker's email address as listed on the Booking Request Acknowledgement Email) by the Lead Booker.
- (3) You will be required to pay the relevant charges (as set out in Section 4 – Charges) if we agree to amend your booking, together with any other increase in price or charge as a result of the amendment. We will confirm the charges and costs in advance of making the amendment.
- (4) You should be aware that the closer to the departure date, the more difficult and costly changes are. You should contact us as soon as possible if you want to consider amending your booking.
- (5) Certain travel arrangements cannot be changed after a reservation has been made. Any amendment to those arrangements could incur a cancellation charge of up to 100%.
- (6) In addition to our charges (see Section 4 – Charges), suppliers may charge us for making your amendments. If they do, we will pass these charges on to you.
- (7) Amendments to products and services that do not form part of your package will be subject to the terms and conditions applicable to those products and services.

IF WE CHANGE YOUR PACKAGE

- (8) We make arrangements for your package a long time in advance. Given this lead in time we may have to make insignificant changes to your arrangements and we reserve the right to do so at any time. We will advise the Lead Booker of any changes in writing at the earliest possible date.
- (9) If we are constrained by circumstances beyond our control and make a 'major change' to your package or cannot fulfil any special requirements that we have previously accepted, we will inform you as soon as reasonably possible. You will have the choice of either:

- (a) accepting the change of arrangements; or
 - (b) accepting an offer of alternative arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value); or
 - (c) cancelling your package and receiving a full refund of all monies paid in respect of your package within 14 days of your cancellation.
- (10) We will inform you of any alternative package we are offering, the period within which you must inform us of your decision, and the consequences of failure to respond within this period. If we do not receive a response within two attempts to contact you about this change, we reserve the right to terminate our contract with you and refund all monies paid.
 - (11) If you chose option (c) above, we will refund any money you have paid to us and where you are advised of the change within six weeks of departure, we will pay compensation on the following scale:

Compensation per Party Member					
Period Before Departure (days)	More than 42	29 - 41	15 - 28	9 - 14	0 - 8
	NIL	£10	£15	£20	£25

A compensation payment discharges all our liabilities to you and by accepting it, you agree to waive any other rights you may have. If we are otherwise required to pay compensation, the amounts above shall apply.

- (12) If the change is not a 'major change' we will not provide any compensation or refund any expenses or other costs incurred and you will not be entitled to cancel free of charge.
- (13) We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unavoidable and extraordinary circumstances. These can include, for example, war, riot, industrial dispute (strikes), terrorist activity and its consequences, natural or nuclear disaster, fire, ash clouds, adverse weather conditions, drought, session cancellation or scheduling changes, epidemics, pandemics and unavoidable technical problems with transport.
- (14) Changes to events, additional services and excursions will be separate to your package and will not require us to pay you compensation.
- (15) A major change before departure includes a change of:
 - (a) UK departure airport (excluding a change of London airports); or
 - (b) Outbound departure time or overall length of your holiday of 12 or more hours on a package of 14 days duration, or 24 or more hours on a package of 21 days duration (this only applies once we have confirmed your final itinerary to you specifying your flight details).
- (16) A major change does not include a change:
 - (a) of travel service provider;
 - (b) of the type/method of transportation (for example, flight to train, coach to train, coach to plane and vice versa);
 - (c) to, or cancellation of, an event you are attending;
 - (d) to session venues for which you are due to attend;
 - (e) to scheduled session dates and times to which we are providing Tickets;
 - (f) to additional elements such as excursions; or
 - (g) of accommodation if the new accommodation is of the same or a higher standard.

SECTION 6 – CANCELLATION

IF YOU CANCEL YOUR PACKAGE

- (1) You may cancel your package at any time prior to the start of your trip subject to the cancellation charges set out below.
- (2) A cancellation can only be accepted in writing from the Lead Booker and is only effective from the date it is received in our offices.
- (3) Since we incur costs in cancelling your package arrangements:
 - (a) we will retain all non-refundable deposits you have already paid us; and
 - (b) where the non-refundable deposit you have paid is less than the cancellation charge; you will be required to pay the difference as well as any other costs which we are committed to with our suppliers for your booking that are non-refundable before the date of cancellation.
- (4) The following scale of cancellation charges will apply:

Time Before Departure (Days)	181	180 - 85	84 - 56	55 - 42	41 - 28	27 or less
Cancellation charge as a percentage of total package cost	Deposit	25%	50%	70%	90%	100%

- (5) The cancellation charges or retention set out will be applied regardless of the reason for cancellation. However, if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurer.
- (6) At minimum, your non-refundable deposit(s) and cancellation charges will be retained to cover the costs of the sale to you and subsequent re-sale (if possible). These are a genuine pre-estimate of our losses incurred due to your cancellation and it is irrelevant whether we re-sell your package or not. Please note, if special arrangements have been specifically made for you, the cancellation charges will be higher as our losses will also increase due to the bespoke nature of the special arrangements and the likely impossibility of resale. Please note we are not required to re-sell your cancelled package.
- (7) If you have cancelled your package and you are owed a refund, you will receive this within 14 days after the date we confirm the cancellation.

CANCELLATION AND UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- (8) You may cancel your booking without paying cancellation charges if the performance of your package, or the carriage of Party Members to your destination, is significantly affected by unavoidable and extraordinary circumstances at the destination of your package or within its immediate vicinity. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign, Commonwealth & Development Office.

CANCELLATIONS AND CHANGES FOR NON-REFUNDABLE AMENDMENTS

- (9) When you opt for upgrades, make bespoke travel arrangements or other special arrangements we may commit money on your behalf with the end supplier. Often the end supplier will require us to pay a non-refundable deposit and balance payments to secure these. If you cancel a package and we cannot recover the monies from the end supplier for these arrangements we will charge this amount to you or deduct this from any refund in addition to the cancellation charges set out in the relevant terms applicable to that additional element. Cancellations for events and other additional products or services are dealt with in the relevant additional product or service terms.
- (10) If you are required to pay for any amendment to your package and we require payment for that amendment in full at the time of amendment, that payment will be a non-refundable deposit and the scale of cancellation charges above will not apply.

Example 1: The package cost for two people is £5,000. The Lead Booker requests an amendment to the flights in the package. The Lead Booker is informed that the amendment is non-refundable and will require payment in full of £2,000 for the flight and £300 administration charge. The Lead Booker has paid £7,000 and a £300 administration charge. 60 days before travel, the Lead Booker wishes to cancel the booking. The Lead Booker will receive £2,500 (being 50% of the package costs). We will retain £4,800 being 50% of the package costs, 100% of the non-refundable amendment and the £300 administration charge.

Example 2: The package cost for two people is £5,000. The Lead Booker requests an amendment to the flights in the package. The Lead Booker is informed that the amendment does not require payment in full, however the package cost (and subsequent instalment payments) has increased by of £2,000, totalling £7,000. The Lead Booker pays the £300 administration charge. 60 days before travel, the Lead Booker wishes to cancel the booking. The Lead Booker will receive £3,500 (being 50% of the package costs). We will retain £3,800 being 50% of the package costs and the £300 administration charge.

- (11) If you wish to change the flights included in your package and they have been ticketed before the date you make your request to change the flights, it is highly unlikely that the airlines will be able to transfer or amend the flight. It is likely that there will be a cancellation charge of 100% of the original flight cost, with you then having to purchase the new flight (subject to availability). See Section 11 – Flights for more information on ticketing of flights.

CANCELLATION OF A PARTY MEMBER ONLY

- (12) If you have made a Group booking and wish to cancel part of the package for a Party Member within your Group but the remainder of the Group still intends to travel, then the cancellation charges will apply as above but in relation to the pro rata total package cost attributed to that Party Member. If this change creates an odd number within your Group then you will have to pay the Single Room Supplement (see Section 4 – Charges).

NON-USE OF SERVICES

- (13) If you choose not to receive part of the services you have booked or you finish your stay or trip part way through you will not be entitled to a refund for the products and services that you do not utilise.

IF WE CANCEL YOUR PACKAGE

- (14) We reserve the right to cancel your booking. We will not cancel your travel arrangements after your Final Balance payment, except:
 - (a) for unavoidable and extraordinary circumstance;
 - (b) for failure by you to pay any instalment on by the due date or the Final Balance; or
 - (c) if you are in serious breach of these Package Terms (for example the Ticket Terms and Conditions or Section 21 Customer Code of Conduct);

Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

- (15) If we cancel your package (other than for non-payment of your package instalments or for a serious breach of these Package Terms, for example a breach of the Section 21 – Customer Code of Conduct), you can accept an offer of an alternative package of comparable standard from us, if available, (we will refund any price difference if the alternative is of a lower value) or you may have a refund of all monies paid.
- (16) If it is necessary to cancel your travel arrangements, other than for reasons outside of our control or your failure to pay, we will pay to you compensation equivalent to the relevant level set out as follows:

Number of days before departure we notify you of cancellation	More than 56 days	55 - 43 days	42 - 21 days	20 - 8 days	7 - 0 days
Amount of compensation per full paying Party Member	£0	£10	£20	£30	£40

- (17) If we cancel your package because you are in serious breach of these Package Terms (for example the Ticket Terms and Conditions or Section 21 – Customer Code of Conduct), the contract with us will terminate immediately and we will have no further responsibility or liability to you.

SECTION 7 – GENERAL TRAVEL INFORMATION

ACCESSIBLE TRAVEL & SPECIAL REQUIREMENTS

- (1) Everyone is welcome to travel with us but we will need to know if you require any assistance on flights, at accommodation, stadia, event venues or on travel services, have reduced mobility or have a medical condition that might affect your ability to travel with us.
- (2) Due to the nature of attending Olympic events, there may be considerable walks, queuing, extended travel time, limited space and other practicalities associated with large crowds of people. Distance between parking areas or local transportation and venues may not be known prior to the event. If you have concerns as to whether this is suitable for any of your Group, please contact us.
- (3) Please contact us to discuss your requirements if you believe any Party Member has any medical condition or disability that may affect active participation in the package activities.
- (4) You must let us know about your special requirements when you make your booking request so that we can make arrangements with our suppliers. Special requirements are not always possible, are subject to availability and may incur additional charges. You may be required to complete a questionnaire or provide further information promptly on our request.

FOREIGN, COMMONWEALTH & DEVELOPMENT OFFICE (FCDO) TRAVEL ADVICE

- (5) As you are travelling outside of Great Britain, we advise you to regularly check the FCDO travel advice before you depart. The FCDO provides specific advice about most destinations around the world. This can be viewed at www.gov.uk/knowbeforeyougo.

PASSPORT, VISA AND HEALTH REQUIREMENTS

- (6) It is the Lead Booker's responsibility to check that the Group:
 - (a) are in possession of valid passports and any appropriate visas. You should check passport and visa requirements well in advance, particularly if you are a non-British passport holder (see *Section 4 – Charges*). Any charges, fines etc., that may be levied by authorities in the UK or overseas for non-compliance of regulations in this area will be recharged to the Lead Booker;
 - (b) have checked with a medical professional well in advance of your departure date that you and your Group are fit to travel, and which vaccinations or inoculations are advisable for the chosen destination. Please see www.fiffortravel.nhs.uk and www.travelhealthpro.org.uk; and
 - (c) have checked the National Travel Health Network and Centre and NHS Choices advice about travelling with medicines and contact the embassy, high commission or consulate of the countries your Group are travelling to if you or your Group need more information. Please see <https://www.gov.uk/guidance/foreign-travel-checklist#before-you-go>.
- (7) Medication and medical equipment may need to be declared in advance to local customs authorities. You may be required to package medication and medical equipment in accordance with local customs and authorities and may be required to present a letter from a doctor or a copy of a prescription to allow you to bring medication or medical equipment into the country. It is your responsibility to check if any such restrictions apply to any medication or medical equipment you intend to travel with.
- (8) Where your flight includes transit through another country, you will be required to comply with that country's entry requirements. Where your travel itinerary includes a stop-over/stay abroad you may need to obtain and pay for a VISA (or equivalent immigration papers prior to departure) (see *Section 4 – Charges*). Please review the www.gov.uk/knowbeforeyougo for further information on countries' entry requirements.

ARRIVALS

- (9) Customs/border patrol restrict what you can bring into a country on arrival and carry out inspections at the borders. Please review the www.gov.uk/knowbeforeyougo for further information on customs requirements.

TRAVELLING WITH CHILDREN

- (10) You must inform us of any children that are part of your Group. Each travel service provider operates different rules regarding children and you must ensure compliance with these rules.
- (11) It is advised that children travel in a travel seat appropriate to their age. You are responsible for providing and fitting the seat yourself. Whilst a child travel seat is recommended it may not always be possible to fit these on some of transport providers' services.

- (12) Any child travel seat that is left on a vehicle is left at your risk. We shall not have any liability to you for any loss or damage to a child travel seat that was left on a vehicle.

LOST PROPERTY AND LEFT BELONGINGS

- (13) You take luggage and valuables at your own risk and we shall not be liable for any of your personal property being lost, stolen or damaged.
- (14) We are not obliged to return to accommodation, travel services, events or excursions used by the Party Members to collect personal belongings left behind by you or any Party Member. Accommodation, travel, event and excursion providers are not obliged to hold or return lost property. Any assistance with the return of lost property by either us or the providers may incur additional charges.

SECTION 8 - TRAVEL INSURANCE

TRAVELLING WITH US

- (1) We consider adequate travel insurance with a reputable insurance company to be essential and as such we make it a condition of our contract with you. Your travel insurance should cover the cost of cancellation, medical expenses, loss of luggage or money, personal liability claims, participation in activities and costs of assistance (including repatriation) in the event of accident, injury, illness or death.
- (2) You promise and undertake on behalf of yourself and each Party Member to:
 - (a) arrange travel insurance;
 - (b) not hold us responsible for any costs incurred by any Party Member due to your (or their) failure to take out adequate insurance; and
 - (c) indemnify us for any costs incurred by any Party Member due to your (or each Party Member's) failure to take out adequate insurance.
- (3) Confirmation of the above in no way limits or excludes your statutory rights or limits the legal obligation owed to you where the providers of your holiday/travel arrangements (such as an airline or accommodation provider) are at fault. By booking a travel package with us you agree to the indemnity detailed above and detailed during the booking process.
- (4) Generally, most insurance policies apply limits and exclusions based on the cost of the travel package and your time spent abroad in any one year. It is your responsibility to check that you have adequate cover under your policy.
- (5) In addition, it is your responsibility to make sure there are no exclusion clauses within your policy relating to the activities or excursions to be undertaken during the travel package.
- (6) It is your choice, but we recommend that you obtain travel insurance as soon as you can after your booking is confirmed as most travel insurance policies will provide coverage for cancellation and other events prior to your travel date.
- (7) All comments about insurance are intended to be general and not to amount to regulated financial advice or recommendation. If you are in doubt you should speak to your insurance broker/provider.

SECTION 9 – INCLUSIONS & EXTRAS

EVENTS

- (1) If entry into one of our events is included in your Booking Confirmation Email we will confirm the details of your attendance and the event inclusions in your final itinerary or event documentation.
- (2) Your Group will be required to comply with the venue operator's terms of entry which will include policies on acceptable behaviour. If you are unable or choose not to attend the event there is no refund or cash alternative available. Your right to enter the event is not transferable and is at our discretion.
- (3) We or our service providers may refuse entry or exercise the right of ejection if you or a Party Member are deemed to be behaving inappropriately (including but not limited to aggressive behaviour and drunken behaviour) and/or failing to follow instructions.
- (4) If we are prevented from holding the event for reasons outside of our control then no refund will be payable.
- (5) At our events we may be fortunate to gain privileged access to celebrities, coaches or athletes who we ask to speak openly and freely to provide you with an enhanced insight and experience. In order to provide an environment where our celebrities, coaches and athletes feel comfortable to speak freely, we ask you to refrain from recording (audio and/or visual) and/or publicly disseminating any part of our event. Still photography is permitted.
- (6) The celebrities, coaches and athletes in attendance at an event are at our complete discretion and you acknowledge that those persons advertised as being in attendance at an event may change at short notice. In addition, the date, time and venue of an event may change due to reasons outside of our control. We will not be liable for the cost of any arrangements you have made which you no longer require.
- (7) Celebrities, coaches or athletes in attendance at the event have the freedom to express their own views and opinions. You acknowledge that the views and opinions expressed are not necessarily a representation of the views and opinions of us or our commercial partners.
- (8) We have no control over the language or experiences expressed by the celebrities, coaches or athletes in attendance at the event. Adult language may be used at our events which may not be suitable for children.
- (9) Photographers and film makers will be in attendance at the event and may capture your image. It is a condition of entry into the event that you and your Group consent to use and publication of your image and likeness by us for any purpose we see fit (including marketing purposes).
- (10) Transport to and from the event is your own responsibility and is not provided as part of any package unless otherwise stated in your Booking Confirmation Email and/or itinerary.
- (11) Food and drinks are allocated based on the number of attendees, however items may run out. Food and drinks may not be removed from our events.
- (12) There is no reserved seating for you or your Group at our events and seats are given on a first come basis. Although we aim to ensure there is adequate seating, due to the nature of some events you may be required to stand. At the discretion of the organiser some seating may be reserved.

ENTRY INTO ATTRACTIONS

- (13) If your package includes admission tickets for an attraction, day out, performance or show, such tickets will be subject to the ticket issuer's terms and conditions in addition to the venue's terms of entry.
- (14) Once tickets are sent to you these cannot be replaced if lost, stolen, damaged or defaced after delivery.
- (15) There are no cash refunds available if you do not use your admission tickets.

MERCHANDISE

- (16) Where your package includes merchandise, you will be required to submit sizing choices for you and your Group at the point that you purchase your package or at a later date.
- (17) Please note that sizing varies between providers. We will provide sizing guides where available, but these are for information purposes only. We will endeavour to provide the nearest size if your size is not available. Merchandise sizes are subject to availability. Once selected it will not be possible to change your selected size. Some items of merchandise may only be available in unisex sizes. Women may be given men's sizes if the equivalent women's size is unavailable.

- (18) If you require children sizes you must make this known to us at the time you place your booking. We will endeavour to provide children sizes but this will be subject to availability.
- (19) You acknowledge that where merchandise is provided as part of your package, items provided in men's and women's merchandise packs may differ.
- (20) We will not accept requests to return or exchange items of merchandise. The exception to this is where the item is faulty and/or damaged. In this instance where the fault/damaged is proven to be genuine we will provide you with a replacement/repair for the faulty/damaged item at our cost. You will be responsible for returning the item to us. We will reimburse your reasonable costs of returning the faulty item to us.

- (21) If you cancel your package before we provide you with the merchandise forming part of your package, you will not receive that merchandise, and this shall not alter or affect the cancellation charges payable by you.

OFFICIAL HOSPITALITY

- (22) If we are able to offer official hospitality products to you as an addition or inclusion to your package, the official hospitality product will be subject to the official hospitality provider's terms and conditions, available on request.

EXCURSIONS

- (23) For any excursion that you book that has separate terms and conditions, a separate contract is formed and does not form part of your package. If you book excursions independently, we are not responsible for the provision of the excursion or for anything that happens during the course of the provision of the services by the excursion operator.

SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL

- (24) Please let us know as soon as possible if you have any specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We are not liable for the supplier's ability to cater for special dietary requirements and you acknowledge that the standards of replacement meals may not be comparable with European standards. Any special dietary requests may incur additional charges.
- (25) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.

SECTION 10 - ACCOMMODATION

ACCOMMODATION RATING

- (1) The package and accommodation rating do not have any correlation to the Ticket category included in your package. Where possible, star ratings have been provided by the accommodation providers directly and may not correlate to the comparable European ratings.
- (2) You acknowledge that you have been provided with sufficient information to make an assessment as to whether your accommodation is suitable for your needs, irrespective of how we have classified it. You should not rely on our and/or local classification systems to infer facilities and standards of the accommodation that is comparable with European Standards.
- (3) All photographs for accommodation used and information provided are for the purposes of illustration only and should not be taken to be literal representations of actual facilities, accommodations or services offered unless otherwise advised. Such information and photographs are provided to us by the accommodation service providers therefore we cannot guarantee their completeness or accuracy.

ACCOMMODATION TERMS OF OCCUPANCY

- (4) Our accommodation providers will have terms of occupancy that you will be required to accept when you check-in. These are often available on the accommodation provider's website. These may be updated from time to time and you must agree to the terms of occupancy.

ROOM TYPE AND CONFIGURATION

- (5) Your room type and configuration will be specified in your Booking Confirmation Email but you acknowledge that an accommodation provider can change this at their discretion and at short notice. As the accommodation provider reserves this right in our contract with them and we do not have control over this we shall not be liable to you for any changes to your room type or configuration that are imposed on us.

YOUR ACCOMMODATION

- (6) Your accommodation will be listed in your Booking Confirmation Email unless you have booked a package with unnamed accommodation, in which case your accommodation will be confirmed to you prior to departure.
- (7) The following are not included in any package price unless specified and you should budget for these expenses accordingly: early check-in, portage, late check-out, storage charge, any room service, mini bar purchases, internet access, telephone charges, pay-tv services, spa and pool access, parking, food or beverage (unless breakfast is included) or any other service charges. This means your Group must settle all bills for additional purchases before you leave.
- (8) Please note that not all accommodation will have dining areas, bars, room service, Wi-Fi/internet access, spa, fitness and swimming facilities, safes (in rooms or on site for the secure storage of belongings are not a confirmed facility) or other services.
- (9) Please note that not all accommodation types will provide cleaning services to rooms on a daily basis, including but not limited to change of towels and toiletry refreshment.
- (10) You acknowledge that we have no control over the design, layout, floor allocation and views of the rooms provided as part of your package therefore we cannot guarantee any specific requests can be met.

CHECK-IN AND CHECK-OUT

- (11) Our accommodation providers may request you to provide a credit card on check-in for pre-authorisation or providing a cash bond for guaranteeing additional spending.
- (12) Individual check-in and check-out times will be confirmed in your final itinerary or supporting documents. Group check-in times may differ to individual check-in times and those displayed on the accommodation websites.

LOYALTY SCHEMES

- (13) It may not be possible to use loyalty cards or member schemes in connection with the accommodation. Accommodation may not be deemed to be eligible in accordance with the relevant scheme's rules meaning that awards, points or similar may not accrue in connection with the stay.

BREAKFAST

- (14) Breakfast (if provided) will be confirmed in your Booking Confirmation Email. The format, style and content of breakfast is at the accommodation providers' discretion, as such it may not be a traditional 'English breakfast', 'western' or 'continental breakfast' and may be local cuisine.
- (1) Breakfast (if provided) will be the standard breakfast supplied by the accommodation provider and as such it will not include the cost of all the items detailed on the breakfast menu.

SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL

- (15) Please let us know as soon as possible if you have any specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We are not liable for the supplier's ability to cater for special dietary requirements and you acknowledge that the standards of replacement meals may not be comparable with European standards. Please note any special dietary requests may incur additional charges.
- (16) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.

USE OF THE ACCOMMODATION

- (17) Accommodation must be used by the Party Members named in your booking. You must not allow other people to stay in your room(s). You are not permitted to change the room names at check-in and any room name change requests must be made to us prior to your date of travel and will incur a package amendment charge (see Section 4 – Charges).
- (18) All children under 18 years of age staying at accommodation must be accompanied by an adult and must be supervised by an adult at all times.
- (19) Children under the age of 18 are required to be in the same room as their accompanying adult.
- (20) Please let us know as soon as possible if you require a cot for a child as this must be pre-arranged with the accommodation provider. We will liaise with our suppliers to try and meet your requests, but you understand that these will be subject to availability at the discretion and control of the accommodation provider and may incur additional charges.

DAMAGE

- (21) You will be responsible for any breakages, damage or other liabilities you or your Group incur during your stay at the accommodation we provide.

REFUSED ENTRY

- (22) If you or any Party Member are refused entry to accommodation, the contract with us will terminate immediately and we will have no further responsibility or liability to you.

SECTION 11 – FLIGHTS

FLIGHT INFORMATION

- (1) We may not be able to specify on the website at the time of your booking request the airline or aircraft type that we will use, or the number of stops or routing of the flights. If international flights are included in your package, unless specifically stated as either 'direct' or 'indirect', they may be direct or indirect.
- (2) Please note that your flight departure dates from the UK and return dates to the UK may change by up to 24 hours from those dates detailed in your booking request and Booking Confirmation Email, and therefore your accommodation duration will also be adjusted accordingly.
- (3) We will inform you of the airline (or range of airlines) we plan to use in your Booking Confirmation Email, but we reserve the right to change airline or aircraft types at any time (see Section 5 – Changes). Such changes will not be regarded as a major change for the purpose of these Package Terms and you will not be entitled to cancel the package booked with us without paying the appropriate cancellation charges (see Section 6 – Cancellation).
- (4) You will receive a flight confirmation letter/email from us which will specify your airline and flight times approximately six months before departure. These details will be reconfirmed in your final itinerary and you should check these as soon as possible as they might have been changed. Changes are not uncommon as all flights are subject to the granting of permits and licences by authorities, both in the UK and overseas.
- (5) Planned flight times will be given in the various documentation you receive, though these are for guidance only, not guaranteed and subject to schedule change.
- (6) Your flights are all linked and therefore you and your Group are required to take all flights throughout your package. Should you or any Party Member fail to travel on any of the booked flights the remaining flights will be automatically cancelled by the airline.

TICKETING OF FLIGHTS

- (7) We will ticket flights on such dates as we choose in our sole discretion. We are under no obligation to inform you of when we plan to ticket your flight. Flight ticketing may take place up to six months prior to your planned departure date, however we will not ticket your flight more than six months prior to your planned departure date.
- (8) If you wish to change the flights included in your package once they have been ticketed, you may be charged 100% cancellation fee and you will then need to purchase the new flight (See Section 6 – Cancellation).
- (9) Physical tickets will not be issued.

CONDITIONS OF CARRIAGE

- (10) By making your booking you are agreeing to the carrier's general conditions of carriage which are accessible on the carrier's website. These may be updated from time to time and you must agree to the conditions of carriage to travel.

ROUTES

- (11) Some flights may have to stop en-route and as factors affecting this are not always known before departure, we cannot always notify you in advance, though we will always endeavour to do so.

MULTI SECTOR FLIGHTS

- (12) Please note that where your itinerary includes multi-sector flights with different airlines, those airlines luggage restrictions/allowances may not be consistent for the duration of your journey. Conditions of carriage (which include luggage restrictions and allowances) will vary from carrier to carrier. For example, your second carrier's luggage allowance in respect of the weight of hand/hold luggage may be less than your first carrier's. These restrictions/allowances are non-negotiable and you will be required to comply with them otherwise you may be subject to additional charges imposed by the carrier.

GETTING TO AND FROM THE UK AIRPORT

- (13) You will be responsible for the cost of transfers to and from your UK departure and arrival airports.
- (14) Subject to availability and payment of any additional cost, we may be able to offer regional departures.
- (15) If a chauffeur service has been provided by an airline as part of a flight purchased by you, you acknowledge that it does not form part of your package, we have no control over and are not liable for the service provided.

ONLINE CHECK-IN

- (16) Online check-in will not be available for your flights as they are booked as part of a group allocation. You will be required to attend the airport to check-in for your flights. Further information will be provided in the supporting travel documentation.

CABIN CLASS

- (17) Unless you have selected an upgrade, your flight will be economy class. Due to seating configurations and other requirements, you and your Group may not necessarily be sat together during your journey.
- (18) Please note that cabin class (first, business, premium economy, economy) service and experience can vary between international and domestic carriers and from carrier to carrier. Please note that a specific cabin class is not always available as an option on domestic flights or different carriers. You may therefore not experience the same service and experience from your departure point to your destination and there may not be a specific cabin class option for certain sectors of your journey.

BAGGAGE ALLOWANCES AND EXCESS BAGGAGE

- (19) Baggage allowance varies between airlines and international and domestic flights. Once we have confirmed your flights, you should check the applicable baggage allowances. You may have to pay additional charges at check-in if these are exceeded.
- (20) Excess baggage charges are the responsibility of each Party Member. We shall not be liable to pay any excess baggage charges on a Party Member's behalf.

FREQUENT FLYER PROGRAMMES

- (21) It may not be possible to use frequent flyer, other loyalty cards or member schemes in connection with the flights. The flights may not be deemed to be eligible flights in accordance with the relevant scheme's rules meaning that awards, points or similar will not accrue in connection with the flight. It is not possible to use frequent flyer, other loyalty cards or member schemes points to pay for, or request an upgrade to your flights.

REFUSED BOARDING AND DAMAGE

- (22) Please note that the captain of the aircraft has absolute authority over the aircraft and passengers at all times, when they are boarding or on board the aircraft.
- (23) The captain can refuse to carry anyone if they are, in the captain's opinion, unfit for any reason to travel or may pose a danger to the aircraft or other passengers.
- (24) If you or any Party Member is refused carriage in these circumstances, the contract with us will terminate immediately and we will have no further responsibility or liability to you.

CABIN SERVICE

- (25) Cabin service is provided by the airline and as such we have no control over the service provided (this includes but is not limited to the standard and availability of food and drink items).
- (26) The service of food and drink is provided at the discretion of the airline and may not be included as part of your booking. The airline carrier reserves the right to withdraw the food and drink service at any time.

DELAY AND CANCELLATION

- (27) In the event of your flight arrangements being changed or cancelled, as outlined in this section, we accept no liability for extra costs or consequential loss, arising directly or indirectly from any independent contract arrangement, between the client and a third party.
- (28) Arrangements in the event of travel delay are the responsibility of the carrier.
- (29) Under EU Law, you have rights in some circumstances to compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your package from us.

BANNED CARRIERS

- (30) There are air carriers which are banned from operating within the European Union. These are listed at www.ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm. Rest assured we will not be using any of these carriers on your trip.

FLIGHT UPGRADES

- (31) Subject to availability and the payment of the additional costs you may upgrade your flights. Flight upgrades you pay for will form part of your original package. Where you ask us to provide bespoke flights, these will be 100% non-refundable and payable 100% up front at the time of your bespoke request.
- (32) We require payment in full for the upgraded flight element to reflect the increased cost. We will confirm all upgrades to you in writing.
- (33) Upgrades will only apply to the international sectors of your flights confirmed by us in writing. All seats on domestic flights will be in economy class regardless of whether you have upgraded. Upgrades may not apply to the European sector of your flight.
- (34) If you cancel a package that includes an upgraded flight, we will add our non-recoverable costs from the relevant airline to our cancellation charges (see *Section 6 – Cancellation*).
- (35) Access to the business lounge is at the sole discretion of the airline and as such we cannot guarantee you will have access as part of your upgraded flight cost. If access to the business lounge is granted, the service inside is provided by the airline and as such we have no control over the service provided (this includes but is not limited to the standard and availability of food and drink items).

FLIGHT CHANGES

- (36) If you wish to change the flights included in your package, you will be charged for the amendment as detailed in *Section 4 Charges*. You may also be charged a cancellation fee (See *Section 6 – Cancellation*) and you will need to pay the fare of the new flight or difference in fare.
- (37) If you make changes to the flight included in your package, for example change the day or time of travel and a transfer was included in your package, you will lose the benefit of this transfer and unless we agree in writing that there is a new transfer included in your package you will need to make your own arrangements from the airport.

FLIGHT REGULATIONS

- (38) There are still restrictions on what you can carry onto planes or have in your hand luggage. This includes sharp instruments. For a full list please see here: www.gov.uk/hand-luggage-restrictions.
- (39) A number of food and other products cannot be brought back into the UK from outside of the EU. For a full list see here www.direct.gov.uk/dontbringmeback.
- (40) You will need to declare cash if you are entering or leaving the European Union (EU) and carrying cash of 10,000 Euros or more, or the equivalent in other currencies. Please see <https://www.gov.uk/bringing-cash-into-uk>.

SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL

- (41) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access or have dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability at the discretion and control of the airline and may incur additional charges.
- (42) Dietary requirements must be given to the airlines in advance of travel.
- (43) Please let us know as soon as possible if you have any seating requests and we will liaise with our suppliers. It may not be possible to meet your requests as these will be subject to availability at the discretion and control of the airline and may incur additional charges.

SECTION 12 – TRAVEL SERVICES

TRAVEL SERVICE PROVIDER'S CONDITIONS OF CARRIAGE

- (1) All travel services (including all coaching, airport accommodation transfers, bullet trains ("Shinkansen"), metros, trains, travel passes and session transfers, but excluding flights detailed in *Section 11 – Flights*), provided as part of your package will be subject to the travel service provider's conditions of carriage and luggage restrictions in force from time to time.
- (2) The provider's conditions of carriage may be accessible on the provider's website or can be made available on request. These may be updated from time to time and you must agree to the conditions of carriage to travel and you must comply with any reasonable instructions given by us or the travel service provider.
- (3) We shall not be responsible to you for any breaches of the conditions of carriage and any subsequent refusal of the travel service provider to transport you or any Party Member.

USING THE TRAVEL SERVICES

- (4) Further information regarding travel services will be provided to you when available via travel documentation and accommodation information boards or such other method of communication as we notify to you.
- (5) You and your Group will be required to wear seat belts (where provided) at all times whilst in a vehicle forming part of our travel services and follow all our and/or the travel service providers safety instructions.
- (6) We do not permit any alcohol or food to be consumed on a travel service unless permitted by the relevant carrier. No smoking, including e-cigarettes, is allowed on any travel service we provide, even if the travel service provider permits it.
- (7) We do not guarantee that there will be a toilet onboard your travel service.
- (8) You acknowledge that the travel service provider may not offer all drivers to be English-speaking however where deemed necessary an English-speaking driver or rep will be provided but is not guaranteed for every journey. You may not have the same driver throughout your itinerary.
- (9) We may issue you with either travel ticket, e-ticket, locator reference, pass or voucher to evidence an agreement to carry you on the relevant travels service, we call these travel vouchers (**Travel Voucher**). Travel Vouchers may:
 - (a) not be transferred or used by anyone else; and
 - (b) only be used on the journey and date set out on the Travel Voucher.

Travel Vouchers that have been damaged, spoiled, defaced or otherwise tampered with will be invalidated and we and/or the travel service provider reserve the right to refuse carriage. Further, we will not be obliged to provide replacement Travel Vouchers should they be lost or stolen. If you decide not to use the Travel Voucher, then you must inform us as soon as possible. We will not provide a refund for travel services that you and/or any Party Member choose not to use.

DEPARTURE, ARRIVAL AND ROUTES

- (10) Please arrive at least 15 minutes before the scheduled departure times for your travel service on both the outbound and inbound journey sectors.
- (11) Our transportation providers will only pick up and drop off at the locations specified in your Booking Confirmation Email and/or final itinerary.
- (12) Seats are not reserved and as such you and your Group may not necessarily be sat together during your journey.
- (13) We are unable to delay departure times and will not be liable to you or a Party Member should you or a Party Member miss a departure time.
- (14) All journey times are approximate. When travelling to events, we leave sufficient time to get there and as such may arrive at an event before the gates open. We shall not be responsible for delays or cancellation in travel services caused by reasons outside of our and/or the travel service provider's direct control. We shall not be liable for the inability to attend all or part of an event.
- (15) You acknowledge that the travel service may not be a direct service to and from your destination and your journey may involve different vehicles and multiple stops.

- (14) You acknowledge that events may run over the scheduled time and that we shall not be liable for any missed transport/connections.
- (17) Your travel service is subject to unscheduled stops, diversions and driver breaks. It is therefore not always possible for journeys to be direct without stops. We cannot always notify you in advance, though we will always endeavour to do so.
- (18) You acknowledge that in respect of transport to the events (where provided), the event organisers will operate a transport plan over which we have no control. Accordingly, you acknowledge and will make your Group aware that vehicles may not be able to drop off and/or park where planned and that some walking may be required or that the use of an additional park and ride facility may be required.

LUGGAGE

- (19) Your luggage entitlement will be confirmed in your final itinerary or supporting documents.
- (20) Luggage must not contain any dangerous, illegal or excessively sized items and such luggage will be refused to be carried. You take luggage and valuables at your own risk and we shall not be liable for any of your personal property being lost, stolen or damaged. You must not leave any luggage on transport unattended and must take all luggage with you when disembarking.
- (21) We advise that you do not take any luggage or large bags with you to any session venue. Each session venue provides different rules regarding bags and luggage allowed in the session venue. You should check with the session venue prior to taking any bags or luggage with you.
- (22) Unique to Japan, travellers on certain travel services do not travel with their luggage, for example the bullet train ("Shinkansen"). Space for luggage is extremely limited with only a small overhead storage compartment available. Luggage will be delivered using a same day, next day or overnight door-to-door service known as "takkyubin". You and your Group will drop luggage at the designated area on the morning of, or evening before departure (as notified to you by us). Luggage will be securely stored and transferred via luggage transport by road to your next accommodation. You and your Group should retain a small travel bag with essential items and valuables.
- (23) The contractual terms of the companies that provide the luggage transportation for your luggage transfer are incorporated into this contract ("**Luggage Terms**"), together with the limits of liability for lost, delayed or damaged baggage therein. As per when you fly with a carrier, any loss, damage or delay shall be the responsibility of the luggage transport provider and not us. Therefore, liability will be limited to the amounts set out in those terms, except that in no circumstances will our liability exceed £100 per party member. You shall not be entitled to claim for the same loss suffered in respect of a luggage transfer claim if you have already claimed for that loss under the Luggage Terms from the luggage transfer provider. You should read the terms carefully and ensure that you keep any valuables with you. You should check that your insurance policy covers your luggage whilst using this service. We recommend you obtain baggage insurance. Any claim for lost, damaged or delayed baggage must be reported to us within two hours of the expected baggage reclaim.

SESSION TRANSFERS

- (24) Session transfers are not included in your package unless specified in your Booking Confirmation Email. If they are included, the times and locations of the pick-up and drop off points will follow in your final itinerary, supporting documentation or be displayed on accommodation information boards or such other method of communication as we notify to you.
- (25) You acknowledge that in respect of session transfers (where provided), the event organisers will operate a transport plan over which we have no control, you acknowledge and will make your Group aware that this may include that:
- (a) vehicles may not be able to drop off and/or park in the immediate vicinity of the session venue and that some walking or use of an additional park and ride facility (if provided by the event organiser) may be required;
 - (b) drop off points will be designated by the event organisers; and
 - (c) the plan can change with or without notice and may impact on your travel arrangements.
- (26) Session transfers may be on public transport, or if private vehicles are used, they may be shared with other clients and have multiple stops and pick-ups. If the transfer is exclusively private, this will be explicitly confirmed in your Booking Confirmation Email.

- (27) If the session to which you are due to attend is cancelled and a session transfer was provided as part of your package for the cancelled session, refunds may be made in accordance with the terms of the session transfer provider. Refunds will be made at our sole discretion and if a refund is agreed by us, you will only receive a refund to the extent that we receive a refund from the session transfer provider.

TRAVEL CARDS

- (28) Travel cards are not included in your package unless specified in your Booking Confirmation Email.
- (29) All travel cards are supplied subject to the terms and conditions of carriage set by the travel service provider. By using your travel card you agree and accept these terms and conditions.
- (30) You are responsible for the safekeeping of your travel card(s) which cannot be replaced if lost, stolen or defaced. There is no cash alternative to a travel card and no refunds will be given for unused travel cards or where travel cards are not able to be used due to reasons outside of our control.
- (31) If your travel card is not working at a relevant transportation point (e.g. station), please speak to one of the transportation point representatives who will be able to assist. We will not provide reimbursement for the purchase of new travel cards.
- (32) If the session to which you are due to attend is cancelled and a travel card was provided as part of your package for the cancelled session, refunds will be made in accordance with the terms of the travel card provider. You will only receive a refund to the extent that we receive a refund from the travel card provider.

REFUSED BOARDING AND DAMAGE

- (33) We or our travel service provider may refuse boarding or require disembarkation if you or a Party Member are deemed to be behaving inappropriately (including drunken behaviour) and/or failing to follow instructions.
- (34) We shall not be liable to you for the behaviour of other passengers over which we have no control and if you are refused boarding we shall not be liable to you and we shall have no liability to return you to your point of origin.
- (35) You shall be responsible for any damage or soiling caused to our carrier, its equipment or mode of transport by you or your Group and if we get charged for such damage or soiling you agree to repay us for such amount we are charged as a result of your actions.

SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL

- (36) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access or have specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.
- (37) Please note that mobility scooters are not accessible at train stations and may not be permitted on certain travel services.

SECTION 13 – TICKETS

TICKET TERMS & CONDITIONS

- (1) As part of your package we will allocate you official Tickets for the sessions included in your booking. Please note that the official Tickets included in your package will be as stated in the Booking Confirmation Email. Please note that the Tickets included in your package will be the lowest category available unless otherwise stated.
- (2) All Tickets are supplied in accordance with the Ticket issuer's Ticket Terms and Conditions, the latest version can be found at *Appendix 1 – TOKYO 2020 TERMS AND CONDITIONS OF TICKET PURCHASE AND USE (Ticket Terms and Conditions)*. Please note these may differ from the ticket terms and conditions provided on the Ticket issuer's website.
- (3) The Ticket Terms and Conditions will be made available to you at the time of your booking request and if subsequently updated, will be provided to you prior to your departure. You are required to agree to be bound and comply with the Ticket Terms and Conditions. You will also inform anyone in your Group that they are accepting the Ticket Terms and Conditions as part of your package.
- (4) We shall not be responsible to you if your Ticket is cancelled or you are refused entry to, or ejected from, a venue as a result of breaching the Ticket Terms and Conditions.
- (5) Please note that start times shown on the website are indicative and may change, all start times are subject to confirmation and may change for reasons outside of our control.

CANCELLATION OF THE SESSION

- (6) We recommend you check your insurance to make sure that you are covered in the event that the session(s) you are due to attend is rescheduled, cancelled or postponed.
- (7) Tickets are sold subject to the relevant Ticket Terms and Conditions which may include the Ticket issuer's 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. If the event to which you are due to attend is cancelled, we will refund you the face value of your Ticket to the extent that we receive a refund from the Ticket issuer. Your package will be unaffected by the event cancellation and we will continue to provide you with the services in your package.

SESSION VENUE MAPS

- (8) Where available, session venue maps showing categories and/or locations of Tickets are for information purposes only and made available as a guide. The guides are not to scale and are an approximation of where you may be seated in the session venue. The session venue/organiser reserves the right to re-categorise, move or reallocate categories and locations at its sole discretion at any point before or during the event. We may not be informed of such reorganisations or re-categorisations.

ALLOCATIONS

- (9) Tickets will be allocated from our official allocation. Please note that the organisers determine our allocation and location of ticket categories within the stadia over which we have no control.

GROUP BOOKINGS

- (10) If you are booking as a Group, please note that it is not guaranteed that your Group will all be able to sit together in the session venue.

UPGRADES

- (11) Subject to availability and the payment of the additional costs, you may be able to upgrade your Tickets at the time of making your booking. Subject to availability and the payment of the additional costs, you may be able to upgrade your Tickets after receiving your Booking Confirmation Email. Ticket upgrades you pay for will form part of your original package however these will be 100% non-refundable and payable 100% up front at the time of your Ticket upgrade request.

TICKET DISTRIBUTION

- (12) We will distribute your Tickets to you in a manner that we deem most appropriate. We will inform you which method of distribution we intend to use prior to departure but reserve the right to amend this at any time. Once distributed, Tickets are your responsibility and cannot be replaced. It is your responsibility to check your Tickets on receipt and you should contact us as soon as possible if there is a mistake.

SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL

- (13) If you are a wheelchair user and require wheelchair user Tickets or you are a customer who requires accessible seating but are not a wheelchair user, you must inform us at the time of making your booking request.
- (14) Please note that wheelchair user tickets and accessible tickets are very limited and special mobility arrangements at each session venue are under the control of the session venue operator over whom we have no control. Wheelchair user tickets or accessible tickets will be specifically confirmed in your Booking Confirmation Email, if they are not, you will have the category of Ticket confirmed in the Booking Confirmation Email.
- (15) Wheelchair user tickets or accessible tickets do not include the supply of a wheelchair or other requirements and as such you must make arrangements for these yourself.

SECTION 14 – YOUR OBLIGATIONS

CONDUCT AND BEHAVIOUR

- (1) We expect you to take responsibility for your own and your Group's actions whilst you are enjoying your package.
- (2) We expect all our clients to conduct themselves properly and not behave in any way which causes or is likely to cause: danger, offence or upset to any other person; or damage to property; break any law; or that is generally considered unacceptable.
- (3) Any Party Member that behaves this way will be required to leave their transportation, event venue, excursion and/or accommodation and we will have no further responsibility to them including any return travel arrangements. In the event that we consider your behaviour as a breach of these Package Terms (for example *Section 21 – Customer Code of Conduct*) the contract with us will terminate immediately and we will have no further responsibility or liability to you.
- (4) If we ask you or any Party Member to leave because of your behaviour, no refunds will be given and we will not pay any expenses or costs you incur as a result.
- (5) You will be responsible for any damage or loss caused by you or any Party Member during your time away.
- (6) You must make full payment direct to the accommodation or other service supplier in respect of the damage or loss you or your Group have caused. You will also be required to compensate us for any subsequent claims brought against us as a result of your actions.
- (7) You will reimburse us in full and on demand any costs or damages suffered by us as a result of any act or omission of you or any Party Member.

SECTION 15 - IF THINGS DON'T GO QUITE RIGHT

COMPLAINTS

- (1) If you have a complaint about your package or have any problems whilst you are away, please inform one of our representatives without undue delay who will endeavour to put this right. If you fail to follow the requirement to report your complaint we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were travelling with us. This may affect your rights under this contract.
- (2) If your complaint or problem is not resolved whilst you are away please follow this up within 28 days of the end of your holiday by writing to us at Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE giving your booking reference number and brief details of your complaint. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to us without delay.
- (3) Our Customer Services Team will respond to your written complaint within a reasonable time following an investigation into your complaint. We will correspond with you by email, phone and letter in an attempt to resolve your complaint.
- (4) We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution Platform at www.ec.europa.eu/consumers/odr/. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

OUR LIABILITY TO YOU

- (5) It is our responsibility to perform the contract we have with you. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. Please note it will be for you to show that we have not performed the contract properly and that this has caused you damage or loss.
- (6) Nothing in these Package Terms excludes or intends to exclude our liability for death or personal injury caused by our negligence or our contractual liability to you under The Package Travel and Linked Travel Arrangements Regulations 2018.
- (7) However, we will not be liable where any failure in the performance of the contract is due to:
 - (a) you or a Party Member (for example if you break a law in the country visited); or
 - (b) a third party unconnected with the provision of your package or arrangements; or
 - (c) unusual, unavoidable, unforeseeable and extraordinary circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - (d) an event which we or our suppliers, even with all due care, could not foresee or forestall.
- (8) For claims for personal injury, illness or death, any payments will only be made if the following conditions are met:
 - (a) you must tell us, and the supplier involved, about your injury or illness while you are travelling with us and you must write to our office about your claim within three months of the date of arriving home. A letter from your doctor, detailing your injury, should also be included;
 - (b) any rights that you have against the supplier or any person, must be transferred to us; and
 - (c) you must agree to fully co-operate with us or our insurers, if we wish to enforce those rights.

You are asked to transfer your rights to us, so that we can claim back from suppliers any payments that we make to you, plus any legal or other costs that are incurred.

- (9) Save for death or personal injury caused by our negligence, our liability to you and your Group for any damage, loss of enjoyment or other loss you suffer shall be limited to a maximum of three times the cost of your package. Our liability will also be limited in accordance with and/or in an identical manner to:
 - (a) the contractual terms of the companies that provide travel services that make up your package. These terms are incorporated into this contract; and
 - (b) any relevant international convention, for example the Montreal Convention (travel by air), the Athens Convention (travel by sea), the Berne Convention (travel by rail) and the Paris Convention (provision of accommodation), which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.
- (10) You can ask for copies of the travel service contractual terms, or the international conventions, from us.
- (11) Personal arrangements including any travel, accommodation or hospitality which have been arranged by you are at your own risk. We shall not be liable for any loss of enjoyment or wasted expenditure in respect of your personal arrangements.
- (12) Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in Section 6 – Cancellation.
- (13) If any payments to you are due from us, any payment made to you by the airline and/or other third party suppliers will be deducted from the amount due from us. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel www.caa.co.uk.
- (14) Any and all arrangements you make that are not part of your package supplied by us are your responsibility and are made at your own risk.
- (15) This does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- (16) If it is impossible to ensure your return as agreed in your package due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

ADDITIONAL ASSISTANCE AND EMERGENCIES

- (17) If you are in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.
- (18) If you or a member of your Group have an emergency while you are away, please contact us on the 24-hour customer service contact number provided to you in your event information pack prior to your departure. We will endeavour to assist you where required to the best of our abilities. If you fail to report your emergency, we will have been deprived of the opportunity to provide any assistance.

SECTION 16 - YOUR FINANCIAL PEACE OF MIND

- (1) We appreciate that you are spending a lot of money on your package and want to reassure you that it is financially protected.

ABTA PROTECTION (PACKAGES WITHOUT FLIGHTS)

- (2) We are a Member of ABTA, membership number V4759. Further details are available at www.abta.com. We provide full financial protection for our package holidays by way of a bond held by ABTA.
- (3) You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

ABTA

- (4) The Travel Association, 30 Park Street, London, SE1 9EQ, www.abta.co.com.

ATOL PROTECTION (PACKAGES WITH FLIGHTS)

- (5) We are required to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency. We provide this security by way of an ATOL (number 3030) administered by the Civil Aviation Authority for packages which include a flight. If you book arrangements other than a package holiday from us, the financial protection referred to above does not apply.
- (6) When you buy an ATOL protected air holiday package and/or flights from us you will receive a Booking Confirmation Email from us (or via our authorised agent through which you booked) confirming your arrangements and an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
- (7) We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

CIVIL AVIATION AUTHORITY

Gatwick Airport South, West Sussex, RH6 0YR, UK. Telephone 0333 103 6350. Email claims@caa.co.uk.

SECTION 17 – YOUR INFORMATION AND HOW WE USE IT

INFORMATION WE REQUIRE FROM YOU

- (1) Capitalised terms in this section shall have the meaning given to them in the Data Protection Act 2018.
- (2) At any time prior to travel and throughout the duration of your trip, we may require additional information from you regarding your Group which will include (without limitation) Advanced Passenger Information (APIS) and merchandise sizing. You agree to provide the information promptly on our request and before any deadline we set. When submitting the information, you will ensure it is true and accurate and consent to us using it for the purposes of performing our contract.

- (3) We collect Personal Data about you and your Group when you make your booking.
- (4) We collect and process your Personal Data in accordance with our Privacy Policy available on request or on our website.
- (5) We will update your Personal Data whenever we can to keep it current, accurate and complete. If any of your Personal Data changes you must provide us with the updated Personal Data at the earliest opportunity.
- (6) We are contractually obliged to pass on your Personal Data to the Entities for ticket management and reporting purposes.
- (7) The Personal Data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your booking request, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing and processing.

DATA PROTECTION

- (8) By making a booking with us please note that we will be required to Process your Personal Data in the performance of this contract.
- (9) In providing you with your package we will be required to pass your Personal Data on to third parties. This may include travel service and accommodation providers, insurance providers, payment processors, governing bodies and event organisers. For full details about who we pass your Personal Data to please see our Privacy Policy detailed on our website.
- (10) If you have given your consent for us to do so, we will provide you, or permit selected third parties to provide you with information about goods and services that we feel may be of interest to you.
- (11) When you provide us with the Personal Data of your Group you are confirming that you have obtained their consent to do so.

SPECIAL CATEGORIES OF DATA

- (12) You may provide us with Special Categories of Personal Data including:
- (a) a specific medical condition;
 - (b) specific dietary requirements;
 - (c) a requirement for special assistance; and/or
 - (d) your passport information.
- (13) When you provide us with Special Categories of Personal data you consent to us processing such Personal Data for the purpose of providing you with your package.

SECTION 18 - SUPPORT

SUPPORT

- (1) Most of our accommodation is staffed by one of our representatives for a set period of time each day to support you as required, but we do not guarantee this will be the case.
- (2) You acknowledge that we will not supply a tour leader. Our representatives will not be with you for every hour of every day and may not be present on your transportation.

HELPLINE

- (3) We will operate a 24-hour customer service helpline from the date of departure to the date of your return.

ESCORTED TOUR

- (4) If your tour is confirmed as "Escorted" this means that subject to minimum numbers being reached on the tour you will be accompanied by a member of our staff (or such other representative as we see fit) during key stages of your tour such as arrival to your destination or checking into a new accommodation. It also means that our representatives will be available for a set period of time on days notified to you in advance in your accommodation to support you as required. We will also operate a 24-hour customer service helpline for the duration of your tour, the information of which will be provided to you in your event documentation before you travel.

- (5) Your tour group and any member of our staff assigned to your tour group may change throughout the duration of your tour.
- (6) We know you like to enjoy your own time as well as spending time with your fellow travellers. As such Escorted does not mean that we will supply a tour leader or that our representatives will be with you for every hour of every day or will accompany you on all of your activities or transportation.
- (7) Please note that you may be staying in accommodation and using services with other tour groups and your tour group may be split across different service providers.

FLIGHT & TICKET PACKAGES

- (8) Our Flight & Ticket Packages include a return international flight as well as the tickets to the sessions that form part of your package. These tours are designed to give you the flexibility to make your own plans. These are not Escorted or accompanied tours and do not include accommodation, any transfers or other travel, internal flights, luggage handling, fuel, parking, excursions, insurance, food or beverages. This is not an exhaustive list and if it is not listed in your Booking Confirmation Email then it is not included in the price you paid for your package. We will also operate a 24-hour customer service helpline for the duration of your tour.

ENGLISH SPEAKING GUIDES AND TOUR LEADERS

- (9) We will aim to provide English speaking guides and tour leaders where this has been specifically included in your package. Although we will take reasonable care in appointing guides we cannot guarantee the standard of translation or the level of knowledge of the appointed guide. We cannot be held responsible for the views and opinions that may be expressed by your appointed guide. You acknowledge that the views and opinions expressed are not necessarily a representation of ours.

SECTION 19 - CONTACT

OUR COMPANY

Your contract is with Mike Burton Travel Limited trading as Team GB Live of Carter Court, 8 Davy Way, Quedgeley, Gloucester, England, GL2 2DE. Our Company Number is 02616655.

OUR EMAIL ADDRESS

operations@teamgblive.com

OUR PHONE NUMBER

+44 (0) 344 788 4000

OUR WEBSITE

www.teamgb.com/travel

SECTION 20 – GENERAL

NO PARTNERSHIP, AGENCY OR JOINT VENTURE

- (1) If, in making a booking with us, you are making arrangements on behalf of third parties your booking is subject to the condition that, except with our prior written consent, you shall not (nor authorise any third party to):
 - (a) make any representation nor give any warranty on our behalf or in our name nor incur or create any expense chargeable to us nor pledge our credit;
 - (b) associate yourself/itself with, nor use nor allow anyone to use our name, logo or trademarks including without limitation in the promotion or advertisement of any product or service;
 - (c) do nor allow to be done any act or thing which will harm misuse, bring into disrepute, impair or otherwise adversely affect our rights and interests (including goodwill) in our name, logo and/or trademarks;
 - (d) hold yourself out to any third party as acting with our authority and/or as our agent or partner;
 - (e) represent that the hospitality, catering, ticket, travel services, site facility and/or any other arrangements provided under this booking are made by you or any person or entity other than us.

and without limitation you acknowledge that the arrangement entered into between us shall not constitute an agency, partnership, or joint venture.

WEBSITE ACCURACY

- (2) Websites are produced well in advance of the events taking place and there may be occasions when advertised facilities or entertainment is not available during your period of travel, due to bad weather, drought, public utility failure, essential maintenance, cleaning or lack of demand. You should also remember that the general standard of hygiene, public utilities, drainage, plumbing and services in general may not be as sophisticated as in the UK. All information published and displayed on the website, has been compiled from up to date details and we have taken the up most care to ensure fact and accuracy. There may be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance (swimming pools for example), unplanned emergency maintenance, unsuitable weather, fuel shortage, accidental damage to accommodation or other circumstances totally beyond our control. If we are advised of this we will inform you as soon as possible. The website is issued on our responsibility and does not commit any service providers mentioned therein.

OUR PROMISES

- (3) We promise you that we have selected our suppliers with reasonable skill and care.

WAIVER

- (4) Any waiver by us of any right we have under this contract is only effective if we confirm it to you in writing.

THIRD PARTY RIGHTS

- (5) No one other than the Lead Booker or us may enforce this contract and these Package Terms do not create any right enforceable by any third party except as set out in these Package Terms.

INTELLECTUAL PROPERTY

- (6) All Trademarks are used under license by us. All such rights are reserved.
- (7) Nothing in these Package Terms permit you to use the package you have purchased to commercially associate yourself with us and/or the events or otherwise use any of the imagery or trademarks we use. You agree not to use the package as a prize or promotion without our prior written consent and acknowledge that breach of this obligation may breach the Ticket Terms & Conditions.

GOVERNING LAW

- (8) This contract is made on the terms of these Package Terms, which are governed by English Law, and the jurisdiction is issued of the English Courts.

SECTION 21 – CUSTOMER CODE OF CONDUCT

CODE OF CONDUCT

In order for us to provide the best service possible, it is your and each Party Members' responsibility to:

- (a) ensure you read the information provided to you;
- (b) listen to and observe instructions provided to you;
- (c) inform us promptly if you have any issues providing accurate and truthful information;
- (d) at all times conduct yourself in a reasonable manner, including drinking responsibly at our events; and
- (e) treat our staff, our suppliers' staff and other customers with respect.

We will not tolerate:

- (a) written or verbal aggression, obscenity or abuse, including verbal insults, using bad language or swearing;
- (b) any actual or threat of violence including touching, pushing or shoving;
- (c) racial abuse or sexual harassment;
towards our staff, our suppliers or our other customers in any form.

Please see *Section 6 – Cancellation* and *Section 14 Your Obligations* regarding the consequences of your conduct.

SECTION 22 – GLOSSARY

Booking Confirmation Email	The email sent by us to you confirming that your booking request has been accepted by us detailing the services that are included within your package and Party Members' details, of which form part of your contract with us.
Booking Request Acknowledgment Email	The email sent by us to you confirming receipt of your booking request.
Entities	Sports Travel & Hospitality Group Limited, the British Olympic Association, the Tokyo Organising Committee of the Olympic and Paralympic Games and the International Olympic Committee.
Final Balance	The remaining monies owed to us by you by the date set out in <i>Section 3(1)</i> .
Group	All named individuals forming part of your travelling party.
Lead Booker	The person making the booking with us.
Lead Party Member	The Party Member named as the lead contact when the Lead Booker is not travelling as part of the Group.
Package Terms	These terms and conditions, of which form part of your contract with us.
Party Member	Each named individual travelling as part of your Group.
Single Room Supplement	A charge applied for single room occupancy. See <i>Section 4 – Charges</i> .
Ticket Terms and Conditions	The terms and conditions issued by the Ticket issuer. See <i>Appendix 1</i> .
Tickets	Official tickets allocated as part of your package.
Trademarks	Sports Travel & Hospitality Group Limited, the British Olympic Association, the Tokyo Organising Committee of the Olympic and Paralympic Games and the International Olympic Committee.

APPENDIX 1 – TOKYO 2020 TERMS AND CONDITIONS OF TICKET PURCHASE AND USE

Tokyo 2020 - Terms and Conditions of Ticket Purchase and Use

The Tokyo Organising Committee of the Olympic and Paralympic Games ("Tokyo 2020") has established the following terms and conditions for the purchase and use of Tickets to the Games. Please read these terms and conditions carefully when purchasing and using Tickets. By applying to purchase Tickets or receiving, possessing or using Tickets, the Users will be considered to have understood, accepted and agreed to comply with the terms and conditions.

Chapter 1 Definitions and Interpretation

Article 1 Definitions

Unless separately defined herein, the definition of each of the terms used in these terms and conditions shall be as follows:

- (1) "**Applicant**" means the Person who has made an application to the Authorised Ticket Source to purchase a Ticket.
- (2) "**Authorised Hospitality Package Provider**" means, collectively, Tokyo 2020 Official Trip Package Providers, Tokyo 2020 Olympic Official Hospitality Package Providers and any other distributors appointed by Tokyo 2020 to sell hospitality packages in Japan.
- (3) "**ATR**" means an authorised ticket reseller which is the NOC or NPC and/or an entity nominated by the NOC or NPC, approved by Tokyo 2020 and the IOC or IPC to promote, sell and distribute Tickets within the designated territory of the relevant NOC or NPC.
- (4) "**Authorised Ticket Source**" means Tokyo 2020, ATR, Authorised Hospitality Package Providers or any other Person who is appointed or authorised by Tokyo 2020 to sell or distribute Tickets to a third party.
- (5) "**Force Majeure**" means any cause beyond Tokyo 2020's reasonable control, including, without limitation, acts of God, war, insurrection, riot, civil disturbance, acts of terrorism, fire, explosion, flood, theft, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, public health emergency, and acts or regulations of national or local governments
- (6) "**Games**" means the Games of the XXXII Olympiad and the Tokyo 2020 Paralympic Games.
- (7) "**Games Body**" means collectively the IOC, IPC, JOC, JPC, NOCs, NPCs, IFs, NFs, Tokyo 2020 or any other organising committee of an Olympic or Paralympic Games.
- (8) "**Holder**" means the Person who has legitimate authority to possess a Ticket, such as a person who possess a Ticket purchased from Authorised Ticket Source, or has received a Ticket from the Purchaser or a third party pursuant to the Terms and Conditions.
- (9) "**IF**" means the International Federation, an organisation recognised by the IOC or IPC for each sport.
- (10) "**IOC**" means the International Olympic Committee.
- (11) "**IPC**" means the International Paralympic Committee.
- (12) "**Japanese Resident**" means an individual who resides in Japan.
- (13) "**JOC**" means the Japanese Olympic Committee.
- (14) "**JPC**" means the Japanese Paralympic Committee.

- (15) **"NF"** means the National Federation or National Governing Body for each sport.
- (16) **"NOC"** means the National Olympic Committee of each country.
- (17) **"NPC"** means the National Paralympic Committee of each country.
- (18) **"OCOG"** means the Organising Committees for the Olympic Games that will be held after the Games; namely, Beijing 2022, Paris 2024, Los Angeles 2028 and the city to be awarded the right to host the Olympic Winter Games in 2026.
- (19) **"On-Site Authorised Ticket Sources"** means the official on-site box offices authorised by Tokyo 2020 to sell or deliver Tickets. On-Site Authorised Ticket Sources will be installed at the Main Ticket Centres and near the Venues.
- (20) **"Person"** means an individual, corporation, association or any other legal person.
- (21) **"Personal Information"** means information regarding a living individual that can identify a specific individual.
- (22) **"Purchaser"** means the Person who has purchased a Ticket pursuant to the Terms and Conditions
- (23) **"Session"** means a period of time for which a single Ticket to a cultural event or sport event has been issued (including preliminaries, qualifying and final athletic competitions, the opening ceremony, closing ceremony, and potentially the medal ceremonies and other ceremonies).
- (24) **"Terms and Conditions"** means, collectively, these terms and conditions, the Ticket Guide, the provisions of the Ticket Application Form, Tokyo 2020's Privacy Policy (<https://tokyo2020.org/en/privacy-policy/>), the Venue Rules, and any other rules separately provided in regard to the Tickets by Tokyo 2020.
- (25) **"Tickets"** means the tickets for the Games issued by Tokyo 2020.
- (26) **"Ticket Application Form"** means the hard-copy or online application form that needs to be filled out in order to apply for the purchase of the Tickets.
- (27) **"Ticket Guide"** means the Ticket Purchase Guide for Tokyo 2020 Ticketing Website issued by Tokyo 2020. The Ticket Guide is available on the Tokyo 2020 Ticketing Website (<https://ticket.tokyo2020.org/>).
- (28) **"Tokyo 2020 Official Trip Package Provider"** means a Person who is appointed by Tokyo 2020 to sell Tokyo 2020 Olympic Official Trip Packages (namely, domestic trip packages including Tickets for the Games of the XXXII Olympiad) or Tokyo 2020 Paralympic Official Trip Packages (namely, domestic trip packages including Tickets for the Tokyo 2020 Paralympic Games).
- (29) **"Tokyo 2020 Olympic Official Hospitality Package Provider"** means a Person who is appointed by Tokyo 2020 to sell Tokyo 2020 Olympic Official Hospitality Packages (namely, an in-venue hospitality package product including Tickets for the Games of the XXXII Olympiad).
- (30) **"Tokyo 2020 Ticket Resale Service"** means the official online platform service enabling the authorised resale of Tickets by Purchasers who purchased the Tickets directly from Tokyo 2020.
- (31) **"Tokyo 2020 Ticketing Website"** means the official website (<https://ticket.tokyo2020.org/>) providing information about the Ticketing Programme and the opportunity to purchase Tickets
- (32) **"User"** means, collectively, the Applicant, the Purchaser and the Holder.
- (33) **"Venue"** means any location under the control of Tokyo 2020 where a Session is to be held and which requires a Ticket to access.

- (34) **"Venue Rules"** means the rules and regulations provided for each Venue, the details of which may be confirmed at the website of each Venue or the On-Site Authorised Ticket Source of each Venue.

Chapter 2 Application of Terms and Conditions

Article 2 Scope of Terms and Conditions

1. All Tickets shall be subject to the Terms and Conditions and all Users shall comply with the Terms and Conditions when applying for, purchasing, receiving, holding, using or reselling the Tickets, and the rights of Users in relation to Tickets are limited to those granted by Tokyo 2020 under the Terms and Conditions.
2. Tokyo 2020 may set out separate rules for any specific event held by Tokyo 2020, in which case, Users who attend such event shall become subject to such separate rules in addition to the Terms and Conditions.

Article 3 Changes to Terms and Conditions

Tokyo 2020 reserves the absolute right to change the Terms and Conditions from time to time. If such changes will materially affect the rights of Users, Tokyo 2020 shall notify the Users of such changes by a method to be determined by Tokyo 2020. The latest version of these terms and conditions is available on the Tokyo 2020 Ticketing Website.

Chapter 3 Tickets

Article 4 Tickets Issued by Tokyo 2020

1. All Tickets remain the exclusive property of Tokyo 2020, and Tokyo 2020 reserves the right to request Holders to return Tickets when such Tickets have become void or been sold or used in breach of the Terms and Conditions.
2. The Holder may enter a Venue to attend a Session and occupy a seat or space specified by Tokyo 2020, pursuant to the content of the Tickets and the provisions of the Terms and Conditions.
3. Each individual will be required to have one Ticket in order to enter a Venue to view a Session, regardless of age; provided, however, that an infant under two years of age, who will view the Session with a Ticket Holder without using an additional seat, may enter a Venue and view a Session without a Ticket (up to one such infant per such Ticket Holder).
4. Tickets will be issued by Tokyo 2020 pursuant to the Terms and Conditions. The Tickets may be used in the following forms: (i) Tickets that are issued in hard-copy form; (ii) "print@home" Tickets that are electronically issued and printed out by the User; and (iii) mobile Tickets via an electronic ticketing service designated by Tokyo 2020 that are displayed on the screen of a mobile device.
5. Unless expressly permitted by the Terms and Conditions, a Ticket User may not transfer his/her Tickets or all or any part of his/her rights recognised under the Terms and Conditions to a third party or provide the same as collateral.

Chapter 4 Purchasing Tickets

I. General Provisions

Article 5 Application to Purchase Tickets

1. A Person wishing to purchase Tickets for a specific Session shall follow the application procedures prescribed by Tokyo 2020, such as those for completing and submitting a Ticket Application Form to Tokyo 2020. For the avoidance of doubt, a Ticket Application Form is only used for applying to purchase Tickets from Tokyo 2020 and purchases of Tickets from the Authorised Ticket Source other than Tokyo 2020 shall be subject to the separate procedures provided by the relevant Authorised Ticket Source.

2. Ticket Application Forms must be completed within the application period set out by Tokyo 2020. Applications to purchase Tickets may not be made after the end of the application period. Tokyo 2020 shall not be liable for any failure to submit Ticket Application Forms during the application period.
3. A Person applying to purchase Tickets may not alter, process, change or damage the Ticket Application Form. Tokyo 2020 may reject Ticket Application Forms that have been altered, processed, changed or damaged. In such instance as well, Tokyo 2020 shall not be liable for any failure to accept any applications to purchase Tickets.
4. The act of filling out and submitting a Ticket Application Form does not guarantee the Applicant the availability of the Tickets applied for.
5. An Applicant may not change or cancel the application for the purchase of Tickets once the Ticket Application Form has been submitted unless otherwise permitted by Tokyo 2020.

Article 6 Errors in Application Process

Tokyo 2020 shall not be liable for any incorrect entry of information on the Ticket Application Form or for any incomplete or illegible entries on the Ticket Application Form, technical malfunctions of the internet, or failure of computer hardware or software that prevents the completion of the Ticket Application Form.

Article 7 Limitation on Number of Tickets Applied for

There may be instances in which there will be a maximum number of Tickets that a Person may apply for at one time, in order to provide opportunities so that as many people as possible may view a Session. The number of Tickets that a Person may apply for in relation to certain Sessions may also be limited due to reasons such as the limited number of seats or the popularity of the Session. If the number of Tickets applied for exceeds the applicable maximum number, the applications for Tickets will be valid up to the applicable maximum number. The maximum number of Tickets that a Person may apply for will be determined by Tokyo 2020 and posted on the Tokyo 2020 Ticketing Website.

Article 8 Changes to Number of Tickets Sold; Resumption of Sales

Tokyo 2020 reserves the right to determine, at its sole discretion, the total number of Tickets to be distributed to the public, and Tokyo 2020 may increase or decrease the number of Tickets at any time. Tokyo 2020 also reserves the right to finish or resume the sales of Tickets at its sole discretion. For the avoidance of doubt, notwithstanding the increase or decrease of the total number of Tickets, or end or restart of the sales of Tickets, no application for the purchase of Tickets may be changed or cancelled in any case, and any Tickets already purchased may not be changed, cancelled, exchanged or refunded.

Article 9 Purchasing Tickets in Breach of Terms and Conditions

1. Tokyo 2020 may, at its sole discretion, refuse or cancel the following applications:
 - (i) applications to purchase Tickets made in breach of the Terms and Conditions or the laws and regulations;
 - (ii) applications to purchase Tickets from any Person suspected of intending to resell, distribute or offer a Ticket or Tickets in breach of the Terms and Conditions; or
 - (iii) applications to purchase Tickets from any Person suspected of having provided fraudulent or misleading information in the Ticket Application Form when submitting the same.
2. Tickets may only be purchased directly from Authorised Ticket Sources. Tokyo 2020 is not responsible for any Tickets that are obtained from any Person other than an Authorised Ticket Source, and Tokyo 2020 reserves the right to void any such Ticket without refund and to request the Holder to return such Ticket in hard-copy form to Tokyo 2020.

3. The existence of any Ticket violating the Terms and Conditions may be reported to the relevant customer service centre.

II. Purchase of Tickets through Tokyo 2020 Ticketing Website

Article 10 Ticket Purchases

1. Japanese Residents may only purchase Tickets directly from Tokyo 2020 on the Tokyo 2020 Ticketing Website or through an On-Site Authorised Ticket Source, or from an Authorised Hospitality Package Provider, or any other Authorised Ticket Sources in Japan.
2. Persons other than Japanese Residents may purchase Tickets from ATRs which are appointed and authorised to sell Tickets in the territory where such Person resides (a list of ATRs is available at the Tokyo 2020 Ticketing Website). Any Person who resides in a territory where no ATR is appointed (except for Japan) may purchase Tickets from Tokyo 2020 after Tokyo 2020 commences the worldwide sale of Tickets, from which time any Person, including those reside outside of Japan, may purchase Tickets directly from Tokyo 2020 on the Tokyo 2020 Ticketing Website.
3. If a minor wishes to purchase Tickets, he/she must obtain the consent of his/her legal representative, such as a guardian or person in parental authority. Tokyo 2020 reserves the right to reject or cancel any application to purchase Tickets submitted by a minor who fails to obtain the consent of his/her legal representative.

Article 11 Pricing Categories

The availability of Tickets depends on the demand for and inventory of Tickets. If an Applicant has indicated his/her consent in the Ticket Application Form to be allocated Tickets from a lower price category than the price category specified as a first choice in such Ticket Application Form, the Purchaser agrees and acknowledges that he/she shall be deemed to have offered to purchase the same number of Tickets to the same Session in the next lowest pricing category with a different seat location in case the first choice Tickets cannot be allocated to the Applicant.

Article 12 Application for Special Tickets

1. Tokyo 2020 may sell special "Tokyo 2020 Group Tickets" which are Tickets for groups of two (2) or more Japanese Residents with children, senior citizens, or persons with disabilities. For the avoidance of doubt, Tokyo 2020 Group Tickets are only available to Japanese Residents. Tokyo 2020 Group Tickets are only available to groups that include at least one child, senior citizen or person with disabilities. All Holders under a Tokyo 2020 Group Ticket are required to enter the Venue together. The term "child" means any person who is of or under the age of twelve (12) years as of the date of the Session, a "senior citizen" means any person who is of or over the age of sixty (60) years as of the date of the Session, and a "person with disabilities" means any person who has a limitation in their daily activities such as in moving, obtaining information and/or speaking, or whose activity classification or level has been diminished or changed due to physical conditions, mental conditions or health issues; the details thereof are set forth in Tokyo 2020's Accessibility Guidelines (<https://tokyo2020.org/ip/organising-committee/accessibility>).
2. Holders under a Tokyo 2020 Group Ticket may be required to provide personal identification evidencing that the group includes at least one child, senior citizen or person with disabilities. If the group is unable to present any proof of eligibility for such Tokyo 2020 Group Ticket, Tokyo 2020 reserves the right to void the relevant Tokyo 2020 Group Ticket and refuse entry to the Venue for the Holders of such Tokyo 2020 Group Ticket.
3. Additional details about Tokyo 2020 Group Tickets will be separately stipulated by Tokyo 2020 on the Tokyo 2020 Ticketing Website.

Article 13 Application through Tokyo 2020 Ticketing Website

Sales of Tickets by Tokyo 2020 will take place in various phases and there are specific purchase rules and procedures which are applicable to each sales phase and to certain categories of Applicants. When submitting an application to purchase Tickets, the Applicant shall comply with all such applicable rules and procedures. The specific details of the purchase rules and procedures are outlined as part of the purchase process and will be made available on the

Tokyo 2020 Ticketing Website. Tokyo 2020 reserves the right to reject an application to purchase Tickets in the case of any attempt to circumvent or avoid adherence to the purchase rules and procedures.

Article 14 Prohibition of Multiple Applications

Any Person who wishes to purchase Tickets shall submit a Ticket Application Form with his/her own Tokyo 2020 ID. Neither registration of multiple Tokyo 2020 IDs nor multiple applications to the same Session with multiple Tokyo 2020 IDs is permitted. If applications are made with multiple Tokyo 2020 IDs, Tokyo 2020 reserves the right to cancel all the relevant applications made with the multiple Tokyo 2020 IDs and/or to void all the relevant Tickets purchased through the multiple applications. In such instance, no refunds will be available for the voided Tickets.

Article 15 Payment

1. By applying to purchase Tickets, the Applicant is deemed to have consented to pay the price for the Tickets applied for by using the payment method set forth by Tokyo 2020, including by way of card payment (meaning payment by credit card, debit card or prepaid card). Tokyo 2020 will only charge the Purchaser the price for the Tickets that were applied for and have been allocated. The Purchaser is required to pay the price using the payment method prescribed by Tokyo 2020 by the payment deadline set forth by Tokyo 2020.
2. Payment of the Ticket price through the Tokyo 2020 Ticketing Website is only permitted by card payment or payment at a convenience store located in Japan and designated by Tokyo 2020. Tokyo 2020 reserves the right to determine any and all details regarding the payment methods at its sole discretion.
 - (1) As the exclusive payment technology sponsor of the Olympic Games, Visa is the only payment brand accepted on the Tokyo 2020 Ticketing Website. The card used when purchasing the Tickets must be registered in the name and address of the Applicant. Counterfeit or altered cards must not be used. When the Applicant breaches any of these conditions, Tokyo 2020 reserves the absolute right to refuse the Ticket orders or void any Tickets purchased in breach of such condition.
 - (2) Cash may only be used for payments made at convenience stores located in Japan and designated by Tokyo 2020, and cash may only be used if the total amount of the Ticket price and the payment charges is less than JPY 300,000.
3. Even if a purchase application is completed, if payment in full is not made by the payment deadline determined by Tokyo 2020, Tokyo 2020 may revoke the application for purchase of the relevant Tickets and Tokyo 2020 will not be liable for any damage incurred by the Applicant or a third party arising therefrom. Further, Tokyo 2020 reserves the right to restrict the Applicant from using the services for purchasing Tickets provided by Tokyo 2020 and to refuse any further use of the services or applications for Tickets.

Article 16 Handling Fees

In addition to the face value of the Tickets, the Applicant shall be responsible for paying any fees payable for any transaction with Tokyo 2020 for the processing, payment and delivery of the relevant Tickets, including, without limitation, convenience store payment commission, issuance charge, and delivery charge.

Article 17 Allocation of Seats

1. Tokyo 2020 will, at its sole discretion, designate the seats or spaces for viewing the Session to the Purchaser, based on the category of the Tickets purchased. The Purchaser is not permitted to specify specific seats or request changes to the seats or spaces once they have been designated.
2. Tokyo 2020 shall endeavour to have Tickets for seats booked under one (1) Ticket Application Form be allocated adjacent to one another, wherever possible. The allocated seats may be on either sides of the aisle or in front of/behind one another.
3. If it is necessary for the operation of the Games, such as for the arrangement of the Venue or to ensure safety, Tokyo 2020 reserves the right to move a ticketed seat or space to a comparable or better location, at Tokyo 2020's discretion, for any Venue or Session

Article 18 Delivery of Tickets

1. Tokyo 2020 will issue Tickets to the Purchaser once the Tickets have been allocated and completion of payment in full is confirmed by Tokyo 2020. Tokyo 2020 reserves the right to withhold issuance of the Tickets until Tokyo 2020 confirms the completion of payment in full for the applied-for Tickets.
2. At the time of the Ticket purchase procedure, the Purchaser shall select the desired method for receiving the Tickets from among the following options. Further, Tokyo 2020 may separately designate another method or methods to receive the Tickets, as necessary:
 - (1) Receiving delivery of the Tickets in hard copy form at an address specified by the Purchaser (limited to addresses in Japan and additional issuance fee and delivery will be charged.);
 - (2) Collecting the Tickets in hard-copy form at an On-Site Authorised Ticket Source (please note that an additional issuance fee may be charged and that this option is not available in the case of lottery sales.);
 - (3) Using "print@home" to print out the Tickets on a printer at home or elsewhere; or
 - (4) Downloading a mobile Ticket by using the electronic ticketing service provided by Tokyo 2020 (receive by mobile device).
3. Regardless of the form of the Tickets, no duplicates or copies of the Tickets may be handed over to any other Person. If the Purchaser hands over any duplicate or copy of any Ticket to any other Person, this shall constitute a breach of the Terms and Conditions and Tokyo 2020 may void all of the Tickets purchased by such Purchaser without refund.
4. If the Purchaser wishes to receive delivery of the Tickets in hard-copy form, he/she shall designate an address in Japan by the deadline determined by Tokyo 2020. Please note that post office boxes (or similar) are not acceptable addresses for the delivery of Tickets. Tickets will be delivered to the relevant address by the carrier appointed by Tokyo 2020. The Purchaser may change the delivery address during a certain period as determined by Tokyo 2020. A signature or personal seal may be required upon receiving delivery of the Tickets. If the Tickets have not been received for any reason (such as due to the delivery address being unknown or a failure to receive the Tickets at the time of delivery), Tokyo 2020 will send a notification by email to the Purchaser's registered email address and the Purchaser may select either: (i) redelivery of the Tickets (an additional delivery fee may be incurred); (ii) receipt by way of mobile Tickets; or (iii) using print@home. If, for any reason, the Tickets have not been received seven (7) day before the commencement of the relevant Session, the Purchaser should contact the customer service centre and he/she may need to receive the Tickets by way of mobile Tickets or print@home or any other method provided by Tokyo 2020.
5. If the Purchaser chooses to collect the Tickets at an On-Site Authorised Ticket Source, only the Purchaser him/herself may collect the Tickets.
6. The Purchaser should immediately check the contents of his/her Tickets upon receipt and promptly contact the customer service centre if there is any mistake.
7. Tokyo 2020 will not be liable for any failure or delay of receipt of the Tickets that is not attributable to Tokyo 2020.

Article 19 Holder's Responsibility

Holders have responsibility for all Tickets in their possession. Removing any part of, altering or defacing a Ticket may result in entry to a Venue being refused. Tokyo 2020 shall not be liable for and shall not provide compensation for any lost, stolen, forgotten or damaged Tickets or for damages arising out of any use by a third party of any Ticket information (including QR codes) or account information of a TOKYO 2020 ID. After the Tickets are sold, the Holder may not make a request to Tokyo 2020 for a refund for the Tickets, unless a refund is to be made pursuant to Article 40 of these terms and conditions or Tokyo 2020 is otherwise obligated to make a refund under applicable law.

III. Purchase of Tickets through On-Site Authorised Ticket Sources

Article 20 Purchase Method through On-Site Authorised Ticket Sources

1. Any Person may purchase Tickets from On-Site Authorised Ticket Sources.
2. When purchasing Tickets through On-Site Authorised Ticket Sources, there may be instances where it will be necessary to submit a Ticket Application Form at the On-Site Authorised Ticket Source. In such cases, there may be instances where it will be necessary to enter Personal Information specified by Tokyo 2020, such as the Applicant's address, name and contact information, as well as the names of those who will attend the Session together with the Ticket Applicant. Further details regarding the purchase process at On-Site Authorised Ticket Sources are available on the Tokyo 2020 Ticketing Website and at the On-Site Authorised Ticket Source.

IV. Price

Article 21 Ticket Price

Ticket prices shall be set forth by Tokyo 2020 and be denominated in Japanese Yen (JPY). Ticket prices are inclusive of all taxes (including consumption tax) but exclusive of any fees as provided for in Article 16 of these terms and conditions including, but not limited to, convenience store payment commission, issuance charge, and delivery charge.

V. Tickets Purchased from ATR

Article 22 Tickets Purchased from ATR

1. An NOC or NPC may nominate, and Tokyo 2020 may appoint, an organisation or agency to act as an ATR for a specific territory or territories. Upon receiving Tokyo 2020's prior approval, an ATR is responsible for determining the rules and processes governing the sale of Tickets within their designated territory or territories. An ATR may choose to implement limits on how many Tickets an Applicant may apply for, and to determine the purchase, distribution and payment methods for the Tickets. If there is any discrepancy between the purchase terms and conditions for Users which may be put in place by an ATR and those under the Terms and Conditions, the provisions in the Terms and Conditions shall prevail.
2. An ATR may, at its sole discretion, refuse to sell Tickets to any Person who attempts to circumvent or does not intend to adhere to any purchase rules or restrictions put in place by the ATR. An ATR is obligated to refuse the sale of Tickets to any Person who it believes plans to distribute or offer any Ticket for resale other than in accordance with the Terms and Conditions.
3. An ATR will always conduct Ticket sales in the currency of such ATR's designated territory and will convert the Ticket price from Japanese yen (JPY) to the local currency using the rates published by Bloomberg at the following URL (<https://www.bloomberg.com/markets/currencies>). Any and all bank or other charges incurred as a result of currency conversion or making payment with a payment card will be the sole responsibility of the Purchaser.
4. An ATR may charge a reasonable per-ticket handling charge over and above the face value of the Ticket. For the Tickets of the Olympic Games, this fee may not be more than twenty percent (20%) of the face value of the Ticket, and in any event may not exceed the capped amount of 6,000 JPY per Ticket.
5. If any Person, regardless of where they reside, believes they are being offered Tickets for purchase on terms that are in violation of the Terms and Conditions, he/she should immediately contact Tokyo 2020.

Chapter 5 Entry and Viewing

I. Holder's Liability

Article 23 Holder's Obligations

1. The Holder acknowledges and accepts the risks and dangers inherent or involved in attending a Session.
2. The Holder is solely responsible for his/her own safety, the safety of any accompanying children and the safety of his/her and their own personal property.
3. The Holder is responsible for the conduct of any accompanying children and for their compliance with the Terms and Conditions.

II. Entry and Exit

Article 24 Attendance

1. The Holder should make sure to access and enter the Venue before the start of the Session, by considering the time required for travel to the Venue and for the security inspection. If the Holder arrives after the commencement of the Session, there may be instances where the Holder is required to wait for an appropriate break in the Session before being granted access or where the Holder's entry will be restricted. Tokyo 2020 will not refund the Ticket price even if the Holder arrives late to the Venue due to reasons which are not directly attributable to Tokyo 2020, such as public transportation delays or reasons arising due to the Holder's own convenience.
2. Tokyo 2020 may reserve the right to restrict or delay the entry of the Holder to the Venue due to operational reasons (such as where the previous Session runs behind schedule) and Tokyo 2020 will not be responsible for any inconvenience caused to the Holder due to such restriction or delay, and Tickets will not be exchanged or refunded in any such event.

Article 25 Entry

1. In order to gain admission to a Venue or Session, the Holder will need to present a valid Ticket to the Venue staff upon entry.
2. If requested by a Tokyo 2020 employee, Venue staff, police officer or other authorised person, the Holder must comply with a request to provide confirmation of his identity and/or that he/she is authorised to possess the relevant Tickets in accordance with the Terms and Conditions.

Article 26 Security Inspections

1. Tokyo 2020 may conduct security inspections of the Holder and his/her possessions to ensure safety at the Session.
2. If the Holder refuses to undergo a security inspection, he/she will not be permitted to enter the Venue or will be required to immediately leave the Venue; in such event, no refund will be provided to the Holder or the Purchaser.

Article 27 No Re-entry

Unless otherwise permitted by Tokyo 2020, once the Holder exits the Venue, he/she may not re-enter the Venue with the same Ticket. Except in unavoidable instances (such as an emergency evacuation), if the Holder exits the Venue, Tokyo 2020 may void his/her Ticket and resell the unoccupied seat or space at such Session to another Person.

Article 28 Exit

Tokyo 2020 reserves the right to require the Holder to show his/her Ticket when leaving the Venue.

III. Viewing (Venue Rules)

Article 29 Presentation of Valid Ticket

1. Holders must keep their Tickets on their person at all times while attending the Session and must present their Tickets for inspection upon request by a Tokyo 2020 employee, Venue staff member, police officer or other authorised person. Failure to present a Ticket may result in the Holder being asked to leave the Venue,
2. Any person who enter the Venue by using a Ticket obtained in breach of the Terms and Conditions will be asked to leave the Venue, and there may be instances where legal measures will be taken in relation thereto.

Article 30 Personal Property

There will be no storage space available at the Venue, except for children's buggies/strollers, and wheelchairs; provided, however, that there may be some Venues where children's buggies/strollers cannot be brought in and must be kept in a storage space designated by Tokyo 2020. Tokyo 2020 shall not be held responsible for the safety of any of the Holder's personal belongings.

Article 31 Prohibited Items

1. Tokyo 2020 has the discretion to restrict the items that the Holder may bring into the Venue, and the Holder may not enter the Venue while in possession of any item that is in violation of such restrictions. If the Holder is found to be in possession of such item inside the Venue, he/she must immediately dispose of the item and/or exit the Venue. Furthermore, Tokyo 2020 may notify the relevant authorities if the Holder is found to be in possession of any illegal item.
2. The list of restricted items will be provided by Tokyo 2020 at an appropriate time and the Terms and Conditions will be updated accordingly. Tokyo 2020 has the discretion to amend the list of such items, both generally and in respect of any particular Venue or Session.

Article 32 Forbidden Behaviour

1. If Tokyo 2020 determines that a Holder has engaged in any of the following acts, he/she may be prevented from entering the Venue or may be removed from the Venue at Tokyo 2020's discretion, and the Ticket held by such Holder will not be refunded. A more detailed list will be provided by Tokyo 2020 at an appropriate time and the Terms and Conditions will be updated accordingly. Tokyo 2020 has the discretion to amend the list, both generally and in respect of any particular Venue or Session.
 - an act that may prevent the smooth execution of a Session;
 - an act that may prevent the viewing of a Session;
 - an act that may cause damage to life, limb or property;
 - an act that may harm the management or operation of the Venue;
 - an act that violates a law or regulation; or
 - any other act that Tokyo 2020 sets forth as constituting forbidden behaviour.

Article 33 Filming

1. The Holder understands and acknowledges that the Session for which he/she has purchased tickets is a public event and that his/her appearance and actions inside and near the perimeter of the Venue where the Session is occurring are public in nature. The Holder further understands and acknowledges that he/she shall have no expectation of privacy with regard to his/her actions or conduct at the Session.
2. The Holder agrees to being photographed, filmed, identified and/or otherwise recorded by Tokyo 2020, the IOC, the IPC, or any third parties authorised by the IOC, including, without limitation broadcasters, news media organisations, social media networks, IF, NOC, OCOG; who, without payment, shall have the right to use any such photographs, film or recordings, both during and after the Games, for the maximum duration permitted under the applicable laws and, when applicable, at least until they are in the public domain, in any content format and through any media or technology whether now existing or created in the future and whether such use is commercial or non-commercial, in relation to the celebration and direct or indirect promotion of the Olympic Games, the Olympic Movement and/or the IOC.
3. The Holder may take or record still and moving images and/or sounds within the Venue. In such case, the Holder agrees that the IOC shall be the sole owner of any intellectual property rights (including the rights set forth in Article 27 and Article 28 of the Copyright Act of Japan) in such content without further authorisation from, or compensation to, the Holder or anyone acting on his/her behalf. The Holder hereby assigns any rights he/she may have in respect of such content to the IOC, including, without limitation, the rights set forth in Article 27 and Article 28 of the Copyright Act of Japan, and agrees not to exercise any moral rights in and to the same.
4. Pursuant to the above, the IOC hereby grants to the Holder a limited and revocable licence to use the still and moving images and sounds taken or recorded within the Venue, on the condition that such use is personal, private, non-commercial and non-promotional. Notwithstanding the foregoing, the Holder shall not transmit or distribute (or otherwise provide to a third party) any moving images and/or sounds taken or recorded within the Venue over television, radio, the internet (including on social media and by livestreaming), or any other electronic media whether now existing or created in the future with new technology, without the IOC's prior consent.
5. The Holder is prohibited from taking pictures or recording audio or making any other recordings in any "Photography Prohibited Area" designated in the Venue and its surrounding areas, as well as in any other restricted areas designated by Tokyo 2020, the IOC or any other authorized Person.
6. The Holder is prohibited from collecting, disseminating, transmitting or publishing any scores, statistics or other information related to the events taking place within the Venues for any commercial, betting or gambling purpose.

Chapter 6 Miscellaneous

I. Accessibility

Article 34 Accessibility

1. Tokyo 2020 will endeavour to ensure that Persons with additional accessibility requirements are seated in a manner which makes provision for such requirements. Persons with additional accessibility requirements must notify Tokyo 2020 or other Authorised Ticket Source of such requirements when they apply for the Tickets.
2. A limited number of Tickets shall be available exclusively for use by wheelchair users to attend a Session. Applications to purchase such Tickets may only be made through the Tokyo 2020 Ticketing Website. A Person who purchases a Ticket for a wheelchair user is entitled to purchase an additional Ticket to the same Sessions for an individual accompanying such wheelchair user. As an example, if a Person purchases Tickets for two wheelchair users, he/she may also purchase two Tickets for accompanying individuals (i.e. one for each wheelchair user) for the same Session. The total number of Tickets applied for wheelchair users and their accompanying persons at one time shall be subject to the conditions described in Article 7. A Person who wishes to apply for a Ticket for a wheelchair use must select such Ticket and specify the number of wheelchair spaces required on their Ticket Application Form.

II. Resale Prohibition

Article 35 Resale Prohibition

1. The Holder may not resell any purchased Tickets to any third parties, except as set out in Article 36. The Holder may not offer or otherwise advertise the resale of any Tickets on the internet, in newspapers, at ticket shops or elsewhere. Tickets may not be provided to any Person together with or as part of any other goods or services. Resale or provision of the Tickets, including transfer to a third party of the rights conferred or evidenced by any Ticket, shall not be permitted in any way, including, without limitation, by provision of Ticket information such as QR codes or transfer of a TOKYO 2020 ID to any third party.
2. Any Tickets which are sold or offered or advertised for sale in breach of the Terms and Conditions shall be void. Voided Tickets may be subject to a request for return by Tokyo 2020 and may not be exchanged or refunded.
3. Tickets may not be used for advertising, promotion, auctions or marketing purposes (including in competitions, contests and sweepstakes). Any Tickets used for such purposes shall be void. Voided Tickets may be subject to a request for return by Tokyo 2020 and may not be exchanged or refunded.
4. Tickets may not be purchased or obtained from or through any Person other than Authorised Ticket Sources except as set out in Article 36. Tokyo 2020 is not responsible in any way for Tickets purchased or obtained from any Persons other than Authorised Ticket Sources.
5. Upon Tokyo 2020's request, the Holder must disclose to Tokyo 2020 any information which he/she retains regarding the Tickets (including, without limitation, the Session and the number appearing in "My Ticket" in the Tokyo 2020 Ticketing Website and on the Ticket issued). If the Holder transfers Tickets to any other Person, the Holder (including any Person who was previously a Holder) must, upon Tokyo 2020's request, disclose to Tokyo 2020 any information which he/she retains regarding the transferred Tickets (including, without limitation the Session and the number appearing in "My Ticket" in the Tokyo 2020 Ticketing Website and on the Ticket issued) and the transferee (including the transferee's name, address and contact information).
6. In order to prevent any unauthorised ticket sales, the Holder hereby expressly agrees that:
 - (1) when Tokyo 2020 becomes aware of any Person selling or offering or advertising to sell Tickets to a third party (including a retail shop or online shop) without authorisation from Tokyo 2020, Tokyo 2020 will be entitled to request such third party to disclose information regarding the Ticket and any Personal Information of the Holder who sold the Ticket, and the Holder will not raise any objection against Tokyo 2020 or the third party with regard to such disclosure; and/or
 - (2) If Tokyo 2020 becomes aware of any Ticket being listed, offered or advertised for sale on any online service, including an online ticket resale service, an online auction, an online flea market or on social media or any other service, Tokyo 2020 is entitled to: (i) receive any information regarding the Ticket and any Personal Information of the Holder who listed, offered or advertised the Ticket for sale from the respective service provider; and (ii) make a request to the service provider (on the Holder's behalf) to take down the listed Ticket or remove the information regarding the Ticket, and the Holder will not raise any objection against Tokyo 2020 or the service provider with regard to such disclosure, takedown or removal.
7. Unauthorised resale of Tickets may constitute a criminal offence. Tokyo 2020 may report to the police when Tokyo 2020 becomes aware of any such resale or offer or advertisement for such that.

Article 36 Exceptions to Resale Prohibition

1. Tickets directly purchased from Tokyo 2020 may be transferred to a third party but only at the purchase price and only by way of using the Tokyo 2020 Ticket Resale Service, provided that the Purchaser may transfer the Tickets to such Purchaser's family member, friend, colleague or other acquaintance but any payment or other consideration for the transfer of the Tickets to those persons must not exceed the face value of the Tickets or any benefit equivalent thereto.

2. Tokyo 2020 reserves the right to request the Holder to confirm, at the Venue entrance or in the Venue, his identity and/or that he/she is authorised to possess the relevant Tickets in accordance with the Terms and Conditions. If the Holder fails to confirm his/her identity, or if Tokyo 2020 has reason to believe that the Holder is not a Person authorised by Tokyo 2020, Tokyo 2020 reserves the right to request the Person to leave the Venue.

III. Session Schedule Changes, Delays and Cancellation

Article 37 Session Schedule Changes

1. The Holders acknowledge that a Session may be rescheduled, such as being brought forward, delayed, cancelled, discontinued or postponed, at Tokyo 2020's discretion, due to circumstances such as the weather, the operational situation of the Games or where necessary to secure safety. Excluding the cases specified in the Terms and Conditions, Tokyo 2020 shall not be held responsible for any losses incurred by any User due to a Session being rescheduled.
2. If there is any change to the schedule of Sessions, Tokyo 2020 will use reasonable efforts to communicate such schedule changes to the Purchaser, it is the Holder's responsibility to check and ascertain whether or not any schedule changes have been made to the Session schedule. Tokyo 2020 is not responsible for any other website data or country/team listings. Tokyo 2020 also provides no guarantee that Holders will be informed of any such delay, interruption, rescheduling or postponement before the date of the Session concerned.
3. All available information regarding any cancellations or reschedules of Sessions will be posted on the Tokyo 2020 Official Website (<https://tokyo2020.org/jp/>), which is the only website that Tokyo 2020 provides the official competition schedule. Tokyo 2020 provides no guarantee that the information of the official competition schedule, including dates, times and country/team draws posted on other websites, is correct or up to date.

Article 38 Session Delays

1. If a Session's scheduled start time is delayed but the Session is still completed on the same calendar day (including cases where the Session is extended and then finishes after midnight), the Tickets for such Session will not be eligible for a refund and there will be no exchange of Tickets for another Session in such case.
2. If a Session is interrupted and Tokyo 2020 determines that the Session has been substantially completed, the Tickets for such Session will not be subject to any refund and may not be exchanged for Tickets to another Session.
3. If a Session is interrupted and Tokyo 2020 determines that the Session has not been substantially completed, and the Session is then rescheduled to take place as a new Session (separate from the existing, scheduled Session), Tokyo 2020 reserves the right to decide, at its sole discretion, that: (i) the Holder may retain his/her original Ticket for admission to the rescheduled Session without refund; or (ii) the Ticket will be refunded to the Purchaser in accordance with the refund procedures set out in the Terms and Conditions, without exchange for another Session.
4. If a Session is interrupted and Tokyo 2020 determines that such Session has not been substantially completed, and the Session is then rescheduled as part of an existing, scheduled, Session (namely, it does not take place as a new Session), Tokyo 2020 may decide in its discretion on a case by case basis what option, if any (including refund subject to the Terms and Conditions) is available to the Holder or the Purchaser, but in any case, there will be no exchange to a Ticket for another Session.

Article 39 Session Cancellation

1. Tokyo 2020 has the sole discretion to cancel a Session. For the avoidance of doubt, for surfing events, a Session will not be deemed cancelled even if the competition is not held in whole or in part due to reasons such as wave conditions, as long as the associated festival event is still held.
2. If a Session is cancelled, Tokyo 2020 will use reasonable efforts to communicate such cancellation to the Purchaser. All available information regarding any cancellations will be posted on the Tokyo 2020 Official Website and it is the Holder's responsibility to check and ascertain whether or not a Session has been cancelled.

Tokyo 2020 provides no guarantee that Holders will be informed of such cancellation before the date of the relevant Session.

3. If a Session is cancelled, the Purchaser may apply for a refund in accordance with the Terms and Conditions

IV. Refund Procedures

Article 40 Refund

1. Refunds will be given up to the face value of the Tickets purchased and obtaining a refund is the sole and exclusive remedy available. No exchanges, changes or cancellations of purchased Tickets will be accepted by Tokyo 2020, and Tokyo 2020 will not accept any return of Tickets.
2. If a refund is permitted, Tokyo 2020 will refund the face value of the Tickets to the Purchaser pursuant to the Terms and Conditions and other procedures determined by Tokyo 2020. It should be noted that expenses incurred in relation to the Tickets, such as convenience store payment commission, issuance charge, and delivery charge, are not subject to refund.
3. Refunds will only be made to Purchasers who purchased Tickets directly from Tokyo 2020. No refunds will be made to Holders who are not Purchasers. Any Purchaser who purchased Tickets from the Authorised Ticket Source other than Tokyo 2020 will not be entitled to receive a refund directly from Tokyo 2020. Any inquiries regarding refunds for Tickets purchased from the Authorised Ticket Source other than Tokyo 2020 should be made to the contact point for such Authorised Ticket Source.
4. Refunds will only be made by Tokyo 2020 and, as provided for in Paragraph 3 above, Authorised Ticket Source, none of the other members of the Games Body including the IOC shall be responsible to refund money to Purchasers and/or Holders.

Article 41 Refund Method

1. If a Purchaser is entitled to a refund from Tokyo 2020, the Purchaser shall submit a refund application on the Tokyo 2020 Ticketing Website by the deadline set out by Tokyo 2020. The category and number of Tickets subject to the refund must be identified in the refund application form. Further details will be provided by Tokyo 2020 at an appropriate time and posted on the Tokyo 2020 Ticketing Website.
2. There will be no on-site refunds for Tickets, including at any On-Site Authorised Ticket Sources. The refund procedures for Tickets purchased through On-Site Authorised Ticket Sources shall be made on the Tokyo 2020 Ticketing Website.
3. Refund procedures may be taken on the "My Ticket" page by logging into the Tokyo 2020 Ticketing Website.
4. In the case where a refund is to be made by overseas remittance, the Purchaser may be subject to certain restrictions, delays and other burdens including unavailability of remittance as a refund method or the Purchaser may incur cost or charge including, wire transfer/receipt charges and costs (which may render the remaining amount available for refund to nil).

V. Personal Information

Article 42 Personal Information

Tokyo 2020 will handle the Personal Information that the User provides to Tokyo 2020 in accordance with the terms of Tokyo 2020's Privacy Policy (<https://tokyo2020.org/en/privacy-policy/>). Such handling of Personal Information may include sharing the same with the IOC or IPC.

VI. Exclusion of Anti-Social Forces

Article 43 Exclusion of Anti-Social Forces

If Tokyo 2020 determines that a Person is related to a criminal organisation, a member of a criminal organisation, an associate member of a criminal organisation, a criminal organisation-related company, an extortionist who threatens to disrupt shareholder meetings, an activist who pursues illegal profits by disguising him/herself as a social activist, an activist who pursues illegal profits by disguising him/herself as a political activist, a criminal organisation-related group with specialised knowledge or any similar group or individual (commonly referred to as "anti-social forces"), Tokyo 2020 may refuse to sell or deliver Tickets to such Person, or may deny entry by such Person into the Venue, refuse to allow such Person to view the Session or order the removal of such Person from the Venue.

VII. Invalidation of Tickets

Article 44 Invalidation of Tickets

1. Any Ticket obtained, transferred, offered or advertise for resale or used in breach of these Terms and Conditions will be void without refund and all rights conferred or evidenced by such Ticket shall be nullified. Entry to the Venue and attendance to the Session with a voided Ticket is not permitted.
2. Tokyo 2020 reserves the right to revoke a Purchaser's qualification to use their Tokyo 2020 ID subject to the Tokyo 2020 Site Service Terms of Service (<https://id.tokyo2020.org/terms/ja/index.html>). If a Purchaser's qualification is revoked, all of the Tickets purchased by such Purchaser will automatically become void regardless of the Holders thereof.
3. If a Ticket that was issued in hard-copy form becomes void, the Holder must promptly return the voided Ticket to Tokyo 2020 upon Tokyo 2020's request.

VIII. Liability

Article 45 Disclaimer

1. Neither Tokyo 2020, any other Authorised Ticket Source nor any member of the Games Body shall be liable for any loss, theft, damage or defacement of the Tickets, and Tokyo 2020 will not reissue the Tickets in any such case.
2. A Session may not be viewed with forged or voided Tickets, and Tokyo 2020 will not be liable in any way for the acquisition of forged or voided Tickets. Tickets must only be properly purchased from Authorised Ticket Source.
3. Arrangements for issues such as travel, accommodation and food and beverages which are made by the Holder to participate in the Session shall be made at the Holder's sole responsibility, and Tokyo 2020, any other Authorised Ticket Source or any member of the Games Body will in no way be liable therefor.
4. Unless attributable thereto, none of Tokyo 2020, any other Authorised Ticket Source, any Venue owner, manager, any other Tokyo 2020 contractor or any member of the Games Body involved in the operation of the Games will in any way be liable for any damage that arises when a Holder participates in a Session, including, without limitation, any of the damage set forth below:

- (1) Damage due to the fair execution of the Session, such as the intrusion of a ball or other event equipment into the stands during the Session;
- (2) Damage due to an act engaged in by a User in contravention of the Terms and Conditions; and
- (3) Damage due to Force Majeure.

Article 46 Force Majeure

Tokyo 2020 shall not be liable for any failure to perform any obligation under the Terms and Conditions to the extent that the failure is caused by a Force Majeure.

Article 47 Limitation of Liability

To the extent permitted by law, if a User incurs damage due to Tokyo 2020's breach of any of the Terms and Conditions, the maximum amount of damages payable to the User will be the total amount of the face value of the Tickets applied for, purchased or held. In addition, Tokyo 2020 will not be liable for any special, indirect or incidental damages due to their having breached the Terms and Conditions; provided, however, that such limitation of liability shall not apply in cases of wilful intent or gross negligence on Tokyo 2020's part with respect to the breaching act.

Chapter 7 General Provisions

Article 48 Severability

If any of the Terms and Conditions become invalid for any reason, the remaining provisions shall remain in full force and effect.

Article 49 Language

These terms and conditions have been drafted in Japanese. In the event of any discrepancy between the contents of these terms and conditions drafted in Japanese and the English translation hereof provided by Tokyo 2020, or a translation hereof into another language provided by an ATR, the provisions of the Japanese version shall prevail.

Article 50 Governing Law, Jurisdiction

1. The Terms and Conditions are governed by the laws of Japan.
2. If a dispute arises between Tokyo 2020 and any User in connection with the Tickets or the Terms and Conditions, such dispute shall be resolved by good-faith mutual consultation between the parties.
3. In the event of the preceding clause, if the dispute cannot be resolved by way of such consultation, the dispute will be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Chapter 8 Inquiries

Article 51 Inquiries

Any information requests relating to Tickets should be addressed to the relevant customer service centre detailed on the Tokyo 2020 Ticketing Website or the Authorised Ticket Source from whom the Ticket purchase was made.