

Thomas Cook Sport and Airtrack Booking Conditions

The conditions set out below are all concerned with arrangements you make for travel to sporting events ("Event") such as football, rugby or tennis matches. You must appreciate that Thomas Cook's legal liabilities to you in relation to travel arrangements are very different to their legal liabilities to you in relation to Events. All these liabilities are detailed below. However, we want to emphasise from the start as clearly as possible that Thomas Cook has no control of or involvement in Events and Thomas Cook cannot have any responsibility to you for anything which goes wrong with an Event, such as a cancellation or a postponement.

The following booking conditions, which you must read carefully, reflect the above and set out the terms and conditions of the contract between you and either Thomas Cook Retail Limited, trading as Thomas Cook Sport or Airtrack (for UK departures), or Capitol Holdings Ltd, trading as Thomas Cook Sport (Ireland), for travel arrangements departing from the Republic of Ireland. The terms "we", "us" and "our" as used in these terms and conditions mean either Thomas Cook Retail Ltd or Capitol Holdings Ltd (as appropriate). Section A details the conditions which apply if the purpose of your travel is to attend an Event or you are booking an Event through us.

Our obligations in relation to travel arrangements vary depending upon whether or not what you book with us is a "package" as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992 (for UK departures) or the Package Holidays and Travel Trade Act 1995 (for Ireland departures), collectively referred to in these conditions as the "Package Travel Regulations". Section B details the conditions which apply to a package booking. If your booking is not a package but one where you have booked individual components or the travel arrangements will cover less than 24 hours ("Day Trips"), or comprise accommodation and a match ticket ("Match Breaks"), the conditions in Section C, and not Section B will apply. Section D details the terms which apply to any type of travel booking

A. Events and Event Tickets

When we book an event ticket for you, our responsibility is limited to the arranging of the tickets. We do not have any responsibility for the supply, provision or conduct of the event itself, and those responsible are not our suppliers. The tickets may contain important information and conditions which you must read carefully. Tickets are non-transferable unless otherwise stated. Unfortunately, whilst rare, events can be cancelled, postponed, rescheduled, abandoned or curtailed at short notice or even without notice. We make every effort to obtain and pass on to you up to date information regarding events, players and tour leaders/celebrities. This information is based on details supplied to us but we cannot guarantee its accuracy or that changes will not occur. The cancellation of an event, the non-appearance of a player or advertised tour leader/celebrity or other changes are entirely outside our control and outside our contractual responsibility and we cannot accept any responsibility for them.

We cannot therefore accept any responsibility or pay any refund, compensation or other sum for any changes in or cancellation of any advertised or confirmed programme or itinerary, even where this involves the cancellation of an event which may have been your main reason for making your booking. We will always do our best to find a suitable alternative, but cannot promise to be able to do so. If however, we obtain a refund from the organiser, this will be passed on to you.

We accept no liability for either the validity of any tickets you purchase, or for any cancellation or alteration of the event. No refund or compensation or other sum will be paid by us. If we are able to change our services to coincide with the re-arrangement of the event we will inform you of the changes and any addition or reduction in costs that may apply. In some cases we will not be able to alter arrangements and we will continue to supply the original travel services which we have agreed to supply you. This applies even where there has been the cancellation of an event which may have been your main reason for booking.

In addition to the above, please also note the following important information:

A1. Stadium / Venue Admission and Facilities

Admission to stadium/venues is controlled by the match organizer, stadium officials and/or the police. Where we provide you with a ticket for an event, our responsibility is limited to the provision of the ticket itself and this does not guarantee your admission to the stadium. Your actions or behaviour or the behaviour or actions of others may result in you being denied entry to the stadium/venue. Such circumstances are beyond our control and we accept no responsibility if this happens.

We accept no liability whatsoever for either the quality of any event or stadium/venue facilities, or for any injury sustained in the stadium/venue or in the vicinity of the stadium/venue or during the event (except where such injury is caused by our negligence).

Stadium and Ticket regulations apply which will be stated on your ticket or available on request from the match organizer.

A2. Replacement Tickets

Event organisers, clubs, stadiums or Thomas Cook Sport will not issue duplicate/replacement tickets. Thomas Cook accept no responsibility for lost or stolen tickets.

A3. Club/Association Membership Requirements

The issuing of event tickets may be restricted to supporters who satisfy certain eligibility criteria as determined by clubs or associations connected with the event. We do not determine your eligibility for tickets but we have the right to refuse to accept a booking or cancel a confirmed booking where you have failed to comply with any club/association membership requirements advised to us by the club/association. Cancellation can be made any time up to the event and any refunds will be at the discretion of Thomas Cook Sport depending on whether Thomas Cook Sport have incurred costs in relation to the booking.

B. Thomas Cook Sport Package

The terms set out below, together with the terms set out in section D, apply when you book a package.

B1. Your Contract/Financial Protection

We have observed the financial bonding requirements of the Civil Aviation Authority (CAA) and the Commission for Aviation Regulation (CAR) in relation to the provision of all our Packages. Our CAA ATOL number is 0020 for UK departures [and our ABTA membership numbers are J8601 and W8361]. Our CAR licence number is 066 [and our ABTA membership number is Z1922] for Ireland departures.

These arrangements ensure that payments made by you for your Package would be refunded and/or you would be repatriated in the unlikely event of our insolvency. The financial protection arrangements cover all monies paid, which includes any payment for Events but this does not, legally, impose liability pursuant to the Package Travel Regulations upon Thomas Cook for Events.

Thomas Cook Retail Ltd registered office is The Thomas Cook Business Park, Coningsby Road, Peterborough PE3 8SB, and the company registration number is 00102630 England. Capitol Holdings Ltd registered office is 10B Beckett Way, Parkwest Business Park, Dublin 12, and company registration number is 163008.

B2. Price Changes

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your Package may change after you have booked. However there will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your Package, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that 2%, plus an administration charge of £1.00 per person (or Euro equivalent) together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your Package (excluding insurance premiums and amendment charges), you will have the option of accepting a change to another Package if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Should the price of your Package go down due to the changes mentioned above, by more than 2% of your Package cost, then any refund due will be paid to you. However, please note that Package are not always purchased in local currency and some apparent changes have no impact on the price of your Package due to contractual and other protection in place.

B3. Changes Made By Us Before Travel

From time to time we may have to change details of the package you have booked. If any change will have a significant effect on your package, we will tell you about it before your package, if there is time. Changes we will tell you about include:

- Change of your UK or Ireland departure airport (except a change between London airports including Gatwick, Heathrow, Stansted, Luton)
- A change of more than 12 hours to the time you leave the UK or Ireland or your destination
- a change of the time you are due to arrive at your event venue so that you will miss the event or the start of the event;
- If we downgrade your accommodation by a lower official rating

If you do not want to accept a significant change, which we will tell you about before you depart, we will, if we are able to do so, offer you an alternative package of equivalent or closely similar standard and price at no extra cost, or a less expensive package, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different package offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your package and receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Unless the change is as a result of circumstances listed section D7 below headed 'Circumstances Beyond our Control', we will pay you compensation as shown in the table below. If you accept the significant change or amend to a different package offered for sale by us you will receive compensation as per Option 1 in the table below. If you reject the significant change and cancel your booking you will receive compensation as per Option 2. The amounts in the table are by way of guideline only and may in appropriate circumstances be increased.

Period of notice we give you or your travel agent before departure	Compensation* for each full fare paying passenger	
	Option 1	Option 2
57+ days	£0	£0
56-43 days	£10	£5
42-29 days	£20	£10
28-15 days	£30	£15
14-0 days	£40	£25

*Compensation for Ireland departures will be paid in the equivalent Euro (€) value to the amounts in the table.

B4. Minor Changes By Us Before Travel

Any change which is not deemed to be significant, as outlined in the section entitled 'Changes made by us before travel', will be classed as a minor change. We will endeavor to tell you about a minor change before you travel however, we will not pay compensation as a result of this change.

B5. Transport Delays

Transport delays sometimes occur. We work closely with the transport operators and overseas offices to make sure any delay is as short as possible. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements will normally be the responsibility of the airline/train operator. If you have taken out our recommended holiday insurance or a comparable policy you should have cover against delays.

B6. Our Liability to You

- (i) Our obligations, and those of our suppliers providing any service or facility involved in your Package, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of our, and our suppliers', obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.
- (ii) For claims which do not involve death or personal injury, we accept liability, subject to paragraph (i) above and (v) below, should any part of your Package not be as described in this Guide or elsewhere by us before you leave the UK or Ireland. If we have liability, we will, subject to paragraph (vi) and clause D10 and D12 below, pay you reasonable compensation. However, the maximum we will pay you in any circumstances is twice the price of the Package. This maximum will only be payable when every aspect of your Package has gone wrong and you have not received any benefit from your Package. Any sums received by you from suppliers, will be deducted from any sum paid to you as compensation by us.
- (iii) For claims which involve death or personal injury as a result of an activity forming part of your Package, we have liability subject to paragraph (i) above and (v) below. If we accept liability, we will, subject to paragraphs (vi) and (vii) and clause D10 below, pay you reasonable compensation.
- (iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (vi) and (vii) and clause D10 below except where the cause of the failure in your Package or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is either attributable to you, or attributable to someone unconnected with the Package and is unforeseeable or unavoidable, or due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.
- (v) You are obliged to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in the clause below entitled "If you have a complaint".
- (vi) Should you become ill while on your Package, you must, in addition to reporting your illness to your accommodation provider, consult a local doctor and also consult your GP upon your return to the UK or Ireland. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors.
- (vii) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of any activity which does not form part of your contracted Package arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking (or equivalent Euro amount). If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.
- (viii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Package.

B7. Airline Collapse

In the unlikely event that the airline with which you are travelling ceases to trade whilst you are abroad, you must contact us at the earliest opportunity to allow us to seek to find you an alternative return flight. We shall not be liable for any costs you incur in making your own return flight arrangements if you have not given us the opportunity to arrange an alternative flight home for you.

C. Travel Components, Day Trips and/or Match Breaks

Where you choose to book individual travel components, and/or where the arrangements you book cover a period of 24 hours or less ("Day Trips"), or involve accommodation and a match ticket ("Match Breaks") the conditions which particularly apply to such a booking, are detailed below and in section D.

C1. Price Changes

Price increases may occur any time prior to departure, you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavor to provide details to you. For example, this may include extra costs associated with repositioning aircraft or changes in supplier costs advised at short notice.

C2. Our Liability to You

Our obligations under our contract are limited to using our reasonable skill and care to arrange for the provision of the transport services and/or accommodation included in your booking by independent third parties. We have no responsibility or liability for the provision of the actual transport services, accommodation or the event or for the acts or omissions of the transport/accommodation provider concerned or any of its/their employees, agents, suppliers or subcontractors. The transport provider's conditions of carriage will apply to your contract (see 'Suppliers Conditions' in section D). We are not an airline or air carrier, or train, coach or ferry operator and do not enter into a contract for carriage with you. We do not provide or undertake to provide any transport services; we simply agree to arrange these where included in your travel arrangements. Except in the case of death or personal injury caused by our negligence, our maximum liability if we are found to be at fault in connection with our contractual obligations to you is limited to twice the cost of your confirmed booking.

However, in the event that we are found liable in relation to any transport services or for any transport provider's acts or omissions in any respect or on any basis whatsoever, the maximum amount we will have to pay you will be limited to the maximum amount the transport provider would have to pay you in accordance with applicable International Convention(s) or Regulation(s) as stated in section D10 below titled 'International Conventions'.

When making any payment to you, we are entitled to deduct any money which you have received or are due to receive from the transport provider for the complaint or claim in question.

Please note, unless you have booked a flight that we have advised is protected by our ATOL or CAR bond, in the unlikely event of our collapse/insolvency, any money you have paid is not protected by a scheme of financial protection. If this is important to you, we recommend you obtain suitable travel insurance.

C3. "Match Breaks"

When you book a Match Break, accommodation will be reserved for you on either the night before or the night of the scheduled date of the fixture. Where a fixture is rescheduled for any reason whatsoever to a kick-off time within 36 hours of the previously confirmed time, we will, subject to availability, offer you the option to change the night of your accommodation booking to coincide with the fixture change. This change does not constitute a significant change and no refund will be payable if you cancel your Match Break. For fixture changes of 36 hours or more, you may cancel your Match Break and receive a full refund.

D. All Bookings

For some arrangements, we may allow you to advance register or apply to make a booking – you may be required to sign and return our booking form and a deposit may be payable. This does not guarantee we will confirm your booking, only that you have made a request for a booking to be made and accept our terms and conditions. We may change or withdraw the travel arrangements during the registration/application period in which case we will offer you a refund of any deposit paid.

For all bookings as described in Section B and/or Section C above, a contract will exist between you and us when we issue a confirmation invoice/receipt/e-mail. This is with the exception of certain bookings whereby a contract will exist between you and us when we receive your signed copy of the Thomas Cook Sport Booking Form and, subject to the arrangements being available at the price stated, the booking being made.

The person who signs the booking form or completes the booking online or over the telephone is the 'lead name'. He or she must be a minimum age of 18 and is responsible for payment of the total booking price, and subsequent cancellation/amendment charges that may be payable. He/she also agrees to provide accurate and full information to the remainder of the traveling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date agree to be bound by these conditions, and all other information on our website and brochure (as applicable).

D1 How will we contact you after your booking is confirmed

After booking we may communicate with you by e-mail (if you have booked online or given us an e-mail address we may use to contact you), by post or by telephone (unless you booked via your travel agent or team travel club in which case all communications will be sent to your travel agent or team travel club). By making your booking or enquiry online or otherwise providing us with an e-mail address, you authorise us to contact you in relation to your booking or enquiry using the e-mail address you have used to contact us or which you have otherwise provided. You must accordingly check your e-mails on a regular basis. Not all communications can go by e-mail. We may also contact you by post or by telephone if, for example and for whatever reason, we have difficulty contacting you by e-mail or we urgently need a response from you.

D2. Payment terms

Payment terms may vary depending on the arrangements you book and the time in which you book. We may, depending on the suppliers we use, require a deposit at the time of booking followed by full balance payment by a specified date. In other cases, particularly when bookings are made close to departure, full payment will be required at the time of booking. You will be advised at the time of booking what payment is required for the arrangements in question. PLEASE NOTE FAILURE TO PAY ON TIME WILL RESULT IN CANCELLATION. If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

D3. Method of Payment

Credit Cards: We accept Barclaycard/Visa, Access/MasterCard and American Express. Customers choosing to use this method of payment will be subject to a credit card handling fee of which will be advised at the time of booking.

D4. Insurance

It is a condition of our contract with you that you have suitable insurance cover for all bookings which are not Day Trips, even where you book a Day Trip we strongly recommend you arrange appropriate cover. Where insurance is obligatory, you must if requested by us provide us with the name and address of the insurance company from which you have purchased suitable alternative cover. If you purchase Thomas Cook insurance and decide that the cover provided does not meet your specific requirements, you may return the certificate to us within 14 days of purchase and a full refund of the premium will be made to you provided you have not traveled and have not made or are intending to make an insurance claim. If you cancel your Thomas Cook insurance, you must immediately arrange for alternative cover.

D5. Changes you make before travel

If you want to change the arrangements you have booked in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to the transport providers terms and conditions. In some cases where event tickets are included in your package, any restrictions on the transfer of event tickets to another person may also mean you are restricted from changing linked travel arrangements. Please note that typically changes to scheduled flight tickets are very restrictive. Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply charges for each person on the booking and for each item you want to change as shown in the table below. Any booking discount you may have received at the time the original booking was made, may be altered or reduced whenever changes are made. If you have paid supplements for accommodation and the number of people in your accommodation changes, you may have to pay extra and may lose any free or reduced infant and child places or any free group places. And remember any change to your departure date, airport, transport, destination, accommodation, or length of stay has to apply to all members of your booking.

The costs shown are in £'s per change per person. For Ireland departures the equivalent € amount will apply.

	Notice given more than 56 days	Notice given 56 days or less
Transport (e.g. Air/Sea/Road/Rail)	£30 a change	£40 a change
Date of travel (see Note 1)	£30 a change	Cancellation charges – see 'Cancellation By You'
Destination Airport	£30 a change	Cancellation charges – see 'Cancellation By You'
Name Change (see Note 2)	£30 per name change	£40 per name change
Note: the transport provider may impose additional charges of up to 100% of the ticket cost; any such charges will be in addition to the amendment fees listed above – see the Exception in the section "Cancellation By You" below.		
Accommodation	£30 a change	£40 a change
Optional Extras – See Note 3	The greater of £25 or Loss of Deposit	Cancellation charges – see 'Cancellation By You'

Note 1: It is not possible to transfer your booking to a departure date more than **3 months** after your original travel date without incurring cancellation charges.

Note 2: You are not permitted to change all the names on any booking and at least one of the passengers (over 18) on the original booking must remain, unless you are prevented from traveling for reasons beyond your control and not simply from a change of mind.

Note 3: When we refer to 'Optional Extras', we mean anything you choose to add to your booking that is additional to the inclusive transport and accommodation arrangements you book. For example, car hire. If you cancel any Optional Extras for which there is a cost, we will apply the charges above. If you cancel any Travel insurance you booked through us your premium will not be refunded, as cover under the policy will already have begun.

D6. Cancellation By You

The lead name on the booking must give notice to cancel in writing and the charges shown below apply from the date we receive the notice at our offices or the travel agent activates the cancellation.

In order to cover our expected losses from the cancellation of the booking there is a set scale of charges which must be paid by you if you or anyone traveling with you cancels. Also note '**Exception A and B**' described below which may apply in addition to the scale of charges.

Time we receive your notice to cancel before departure	Cancellation charge
More than 56 days	Loss of deposit
56-29 days	50% cost of holiday
28-22 days	70% cost of holiday
21-8 days	90% cost of holiday
7 days or fewer	100% cost of holiday

Please note, for UK departures, the price of your travel arrangements (provided that it includes a flight, except if it is a 'published fare' flight subject to section C above) includes the amount (currently £2.50 per person) which we are required to pay to the CAA as part of the ATOL Protection Contribution ("the APC Sum"). In the event that you cancel your booking the APC Sum in the Holiday cost is not refundable in any circumstances.

If any member of the booking cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you do cancel, you must still pay any insurance premiums and amendment charges, which arose before the cancellation, and any deposits paid for any pre-booked items or services.

'Exception' A: Cancellation of certain transport arrangements, typically Scheduled airline and Eurostar tickets can result in up to 100% cancellation charges regardless of the notice period given to us. We reserve the right to pass on these charges which will apply to the transport element of your booking and the cancellation charges in the scale above will apply to the other elements of your booking (e.g. accommodation, optional extras). Similarly, name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the transport element of your booking and you must also pay the charge listed in the section "Changes You Make Before You Travel" above. Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

'Exception' B: Cancellation of arrangements you book in connection with certain major sporting events such as, for example, World Cup Finals and European Finals can result in up to 100% cancellation charges regardless of the notice period given to us. In most cases the deposits, instalments or balances we collect will reflect the payments we are required to make to our suppliers. These payments may be higher than our suppliers typically charge at other times of the year due to the high demand for services in connection with major events. In order to cover the costs we incur from your cancellation, these charges will be passed on to you. Where payments you are required to make are non-refundable, details will be stated on our website or advised to you when you book.

D7. Circumstances Beyond Our Control

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change the arrangements you have booked with us after departure, or we, or our suppliers, cannot supply your arrangements, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any situation that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. This particularly applies where circumstances beyond our control lead to the cancellation of events or to the rearrangement or re-scheduling of events so that they do not coincide with your other travel arrangements and we are unable to change your travel arrangements or you are unable to take any changed travel arrangements we can offer – see section A above for further details. Circumstances beyond our control will also usually include, but are not limited to, war, terrorist activity, civil unrest, industrial dispute, vandalism, road traffic accidents/congestion, bad weather (actual or threatened) and significant building work ongoing outside of your accommodation, which is not known to us in advance of your departure date and building work from a third party (such as resort development).

D8 Changes Made After Travel

If, after your departure, a significant part of your pre-booked arrangements cannot be provided, you will be offered a suitable alternative if possible. If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, we will return you to the place of your departure. Please note that any cancellation of, or change to, an event, whether or not part of your booking, will not create any obligation on our part to arrange or in any way provide an earlier departure. If appropriate, we will also pay you compensation, unless your return has been due to circumstances beyond our control. The amount of compensation will be reasonable, taking account of all the circumstances.

D9. Suppliers' conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our Suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. Where relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

D10. International Conventions

If any international convention applies to or governs any of the services or facilities arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. You can get copies of the relevant conventions if you ask us. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your travel arrangements.

D11. Flight and Other Travel Timings

Flight, Rail and other transport timings are provided by airlines / train and other transport operators and are subject to Air Traffic Control and Network Rail restrictions, as applicable. Local Police Authorities and safety officers may also influence the timing of transport schedules particularly where events involve large numbers of spectators and crowd control is necessary. All means of transportation are subject to weather conditions and the need for

constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart or arrive at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

D12. Denied Boarding

Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Regulation (EC) 261/2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Regulation (EC) 261/2004. If, for any reason, you do not claim against the carrier and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the carrier in relation to the claim that gives rise to that compensation payment.

D13. Excursions

Excursions include, but are not restricted to, any sightseeing trips or other tours. Excursions can be booked and/or paid for overseas ("Overseas Booked Excursions") or pre-booked and paid for before you go ("Pre-booked Excursions"). We do not provide Overseas Booked Excursions or Pre-booked Excursions and they are supplied by third party suppliers and are subject to the clause "Suppliers' Conditions" at section D9 above. Excursions do not form part of your package and are not governed by the Package Travel Regulations with the exception of selected Pre-booked Excursions. Only Pre-booked Excursions which are included in the advertised package price of your trip and which are not sold separately as an optional add-on to your package at a later time are governed by the Package Travel Regulations. We do not have any responsibility or liability whatsoever for anything which may go wrong on Excursions which do not form part of your package. We, our servants, employees or agents are acting depending upon the actual Excursion, either as agents for the relevant Excursion supplier or as agent for you. In any event the contract for any Excursion is between you and the Excursion provider, unless the Excursion forms part of your package. It is your responsibility to note carefully any conditions of contract contained in any Excursion literature, ticket or receipt you are given.

D14. Complaints

If you are not satisfied with any aspect of your travel arrangements please complain as soon as possible to the relevant person (for example, the hotel management). If they cannot help you must contact us on the telephone number supplied to you on your invoice/receipt and we will do everything reasonably possible to sort the problem out. If you are still not satisfied please write to our offices in the UK within 28 days of returning home. If you have special needs, which prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone.

For UK departures, the address to send complaints to is: Customer Relations Department Thomas Cook Sport 2/4 Godwin Street Bradford BD1 2ST. E-mail: customer.relations@thomascook.com	For Ireland departures, the address to send complaints to is: Customer Relations Department Thomas Cook Sport Capitol Holidays Ltd 10B Beckett Way, Parkwest Business Park, Dublin 12
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We would point out that failure to follow the above procedures and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

It is difficult and sometimes impossible properly to investigate a complaint if we are not told about it reasonably quickly once your trip is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your trip, prevent us from carrying out a proper investigation.

We aim to resolve all complaints ourselves, but if this is not possible your complaint can be considered under a dispute resolution scheme devised by ABTA and administered by IDRS Ltd, (or in Ireland under the Arbitration Rules of the Chartered Institute of Arbitrators – Irish Branch). We will give you details of this scheme if you ask.

D15. Passports & Visas (British & Irish Citizens) and Health Requirements

It is your responsibility to ensure that you and all those travelling with you have a valid passport and any necessary visa and that you have obtained any necessary vaccinations to gain entry to any country you are visiting. It can often take some time to obtain a passport or visa therefore you should apply well in advance. In peak periods it is advisable to allow at least 4 weeks. General information on passport and visa requirements for British & Irish Citizens is available through our website or within the details sent to you. However, passport and visa regulations and health requirements can change at any time, therefore, we recommend that you check passport/visa requirements with the Embassy or Consulate of the country you intend to visit and that you consult your GP. Travel advice, including health requirements can also be obtained from the UK Foreign Office (www.fco.gov.uk) and Irish Foreign Affairs (www.foreignaffairs.gov.ie). Also, visit websites such as www.nathnac.org.uk and www.hpa.org.uk for information. If you are visiting a European Union (EU) country you should obtain a European Health Insurance Card (EHIC) or in Ireland an E111 form from your local health board, and take it with you when you travel. The EHIC can be obtained free of charge by completing an application form available from main Post Offices and from www.dh.gov.uk/travellers. Please note, the EHIC is in addition to Travel Insurance, not instead of it. We will have no liability to you if you or any member of your party travel without the correct passport and visa or without the necessary vaccinations, and you will have to pay to us any costs which we incur through helping you because of any such failure on your part.

D16. Special requests:

If you have a special request for anything that is not automatically part of the travel arrangements you book through us, please advise us when you book and we will pass this information on to the companies we work with. Our note of your request on your invoice/receipt confirms we have received it and does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try to help you, but we cannot guarantee any request unless it is noted on your invoice/receipt and we also confirm the request separately in writing. We must emphasise that, verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights

D17. Information Accuracy

Descriptions of accommodation, destinations, facilities and services we provide are based on information obtained from our suppliers. Sometimes the facilities described will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will tell you as soon as possible. Some activities or facilities, water-sports for example, may not be available all year round. There may be a charge for some facilities, for example, TVs, safety deposit boxes, sun-loungers, parasols, tennis courts, pool tables and air-conditioning. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your destination and accommodation. Any transfer times we quote are approximate and, depending on circumstances, the journey time to your destination may be longer.

D18. Personal Information

We will provide your personal information, as well as any personal information you provide in relation to those other persons who form your booking party, to suppliers and carriers who might be located outside the UK/Ireland and/or EU, to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious or disability-related requirements, which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of the services to you.

D19. Your Responsibility

We want all our customers to have an enjoyable and carefree trip. But you must remember that you are responsible for your actions and the affect they may have on others. If we (or another person in authority) believe your actions could upset other customers, our suppliers or our own staff, or put them in danger, your travel arrangements may be ended and this could mean we or our suppliers may either ask you to leave your booked accommodation, or offload you or prevent you from boarding the aircraft or other means of transport. Our suppliers will deny boarding or impose additional conditions of carriage on any passenger who, for example, is intoxicated and/or disruptive or found to be smoking on board the aircraft or other means of transport. If this happens, we will not pay compensation, make refunds, or cover any expenses you suffer as a result. You also have a duty to act responsibly at the event. Stadium officials or the police may refuse your entry or eject you from the stadium if you are or are suspected to be intoxicated, or abusive or your actions/behaviour is felt to be inappropriate or in breach of the club or stadium's rules. In this event, Thomas Cook Sport cannot become involved in any dispute and you may be prevented from using the transport services or have additional conditions of carriage imposed on you. If this happens, we will not pay compensation, make any refund, reimburse any expenses you suffer as a result or otherwise have any liability to you.

D20. Law and Jurisdiction

For UK departures, your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as appropriate), can deal with any disputes.
For Ireland departures, your contract will be governed by Irish law and disputes will be dealt with in the courts of Ireland.

Supplementary Terms and Conditions for all bookings made to the 2011 RUGBY WORLD CUP NEW ZEALAND™

These Conditions govern all Tickets issued for the Tournament and the subsequent admission to any Venue to attend any Match. All capitalized terms used herein shall have the meanings given to them in paragraph 35 of these Conditions. All Tickets are issued by RNZ 2011, the Tournament organising committee, pursuant to authority granted by RWCL, the Tournament owner and the "major event organiser" (as defined in the MEMA). Any person who purchases, possesses and/or uses or attempts to use any Ticket shall be deemed to have fully and irrevocably accepted and agreed to comply with these Conditions. These Conditions will be printed in abbreviated form on each Ticket. In the case of any conflict or ambiguity between these Conditions and the abbreviated form printed on a Ticket, these Conditions will prevail.

Venue Regulations

1. These Conditions incorporate the Venue Regulations, a copy of which is available at www.rugbyworldcup.com/tickets. By purchasing a Ticket you agree to comply with the Venue Regulations for the relevant Venue. If you fail to comply with the applicable Venue Regulations, you may be refused entry to or evicted from the Venue. In the case of any conflict or ambiguity between any term(s) of these Conditions and any term(s) of any of the Venue Regulations, the terms of these Conditions will prevail.

Ticket Purchase

2. Tickets may only be purchased through RNZ 2011 (directly or via the Official Ticketing Agent), or through the Authorised Agents, or through any other sale or transfer mechanism authorised in writing by RWCL. A full list of Authorised Agents is available at www.rugbyworldcup.com/. Tickets are none transferable except as set out herein and are only valid for use by a Permitted Purchaser, and not by any other person.
3. The sale or other issuance of any Ticket is final and non-refundable except as outlined in paragraphs 19-24 of these Conditions or as required by applicable New Zealand law. RNZ 2011 reserves the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged or forged, or any Ticket which is unreadable or incomplete.

Ticket Use & Prohibitions on Transfers

4. It is an essential condition of the issuance of each and every Ticket and the right of admission to a Venue that THE TICKET MUST NOT BE SOLD OR OFFERED, EXPOSED OR MADE AVAILABLE FOR SALE, OR TRANSFERRED OR OTHERWISE DISPOSED OF, EXCEPT WHERE ALL OF THE FOLLOWING CRITERIA ARE MET:

- a) the sale, transfer or disposal must not be for a value greater than the Original Sale Price of the Ticket; and
 - b) the Ticket must not be offered publicly (including on any website) and the sale, transfer or disposal must not take place in the course of any business or for the purpose of facilitating a third party's business; and
 - c) the sale, transfer or disposal must be made strictly subject to these Conditions (and the transferee's acceptance thereof) which shall be binding upon the transferee in full as if the transferee was the Ticket Purchaser, save only that such transferee shall have no right to transfer the Ticket under this paragraph 4 nor any right to a refund under paragraphs 19-24 of these Conditions; and
 - d) the transferee is a natural person, who is known to the Ticket Purchaser personally and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket, and the Ticket must be for the transferee's personal use only.
5. Notwithstanding paragraph 4 above, it is an essential condition of the issuance of each and every Ticket and the right of admission to a Venue that, the Ticket must not be:
- a) transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business; and/or
 - b) transferred, used or otherwise disposed of:
 - i. in relation to any promotional or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise); or
 - ii. to enhance the demand for any other goods or services; and/or
 - c) transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or
 - d) transferred, used or incorporated as part of any hospitality or travel package; and/or
 - e) bundled with any other good(s) or service(s) (including as part of any hospitality or travel package), in each case without the prior express written authorisation of RWCL.
6. The Ticket Holder must, upon request by RNZ 2011, RWCL or any Authorised Person, give a full explanation as to how, from whom (including full contact details) and from where his/her Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a satisfactory, or any, explanation, RNZ 2011 may, in its absolute discretion, cancel the Ticket(s) immediately.
7. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of paragraphs 4 or 5 of these Conditions may be cancelled and any person seeking to use the Ticket may be refused admission to or evicted from the Venue without refund or compensation, even if the Ticket Holder did not have prior notice of these Conditions or the breach thereof. Further, RNZ 2011 and/or RWCL may pursue any other remedies available in relation to the breach.
8. The Tournament has been officially declared as a "major event" under the MEMA and for such purposes RWCL has been officially declared as the "major event organiser" (as defined in the MEMA) with regard to the Tournament. The unauthorised sale or trade of a Ticket for a value greater than the Original Sale Price of that Ticket is an offence under the MEMA punishable at law by a serious fine. Without prejudice to any other remedy RNZ 2011 and/or RWCL may hold in relation to any breach of paragraphs 4 or 5 of these Conditions, RNZ 2011 (acting under authority from RWCL) or RWCL itself may inform the Police (or any Enforcement Officer) if it becomes aware that any Ticket is being sold illegally and may press for charges to be brought under the MEMA (and/or RWCL may itself commence proceedings under the MEMA).

Venue Entry & Requirements

9. Admission to a Venue will only be authorised upon presentation of a valid Ticket (one Ticket will be required for each person, regardless of age) and, upon request, proof of identity with valid photograph and signature. A valid Ticket permits the Ticket Holder to occupy, at the relevant Match, the position indicated on that Ticket or such other alternative position as RNZ 2011 may allocate acting reasonably. Any Ticket Holder leaving a Venue will not be re-admitted and no pass-outs will be permitted.

10. Admission to a Venue will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving, or considered by any Authorised Person likely to behave, violently, harmfully or in a manner contrary to public order and/or safety. Admission will also be refused to any person who attempts to bring any Prohibited Item into a Venue.

11. It is an essential condition of issuance of any Ticket and the right of admission to a Venue that a Ticket Holder is expressly prohibited from:

- a. bringing into a Venue any Prohibited Item including (without limitation):
 - i. bottles, glass, cans, weapons, fireworks, hard cool boxes, compressed gas containers, flares, air horns, smoke bombs and/or flag sticks;
 - ii. alcohol and/or illegal substances;
 - iii. food and drink other than small amounts for personal consumption;
 - iv. banners, signs or materials displaying political, religious, offensive or race related messages, slogans or images;
 - v. any item that is dangerous, hazardous and/or illegal or that may be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue; and/or
 - vi. any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing still or moving pictures) other than for personal use.

Prohibited Items may be removed, confiscated and/or destroyed at the discretion of any Authorised Person;

b. possessing, bringing into, or using within a Venue any sponsorship, promotional or commercial items or materials (of whatever nature) without the prior written authorisation of RWCL and/or RNZ 2011 (the Ticket Holder may be asked to deliver up a copy of any such authorization upon entry to or whilst within any Venue);

c. whilst within any Venue, engaging in any form of ambush marketing (whether by invasion or intrusion, as referred to in the MEMA, or otherwise), gambling, conducting any commercial activity whatsoever, or offering (either for free or for sale), selling or possessing items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without the prior written approval of RWCL and/or RNZ 2011. Any such items may be removed, confiscated and/or destroyed at the discretion of any Authorised Person;

d. whilst within any Venue, engaging in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object (including, without limitation, onto the Playing Surface), instigating violence, racism or xenophobia, behaving in a way that any reasonable person may interpret as provocative, threatening, discriminatory and/or offensive, creating or posing any threat to the life or safety of themselves or any other person(s), or harming any other person(s) in any way; and/or

e. whilst within any Venue, entering or circulating in restricted access areas or other areas where that person is not permitted, including (without limitation) the Playing Surface, climbing lighting masts, fences, roofs and other apparatus or constructions, or standing on seats.

12. No Ticket Holder shall be permitted to enter, attend or remain in attendance at any Venue where that person is banned by any competent authority and/or sports governing body from attending the Venue or the Match (or rugby matches more generally) and/or from receiving any Ticket (or tickets generally in respect of rugby matches).

13. EACH TICKET HOLDER ADMITTED TO A VENUE ACKNOWLEDGES THAT HIS/HER PRESENCE AND/OR MOVEMENT IN AND AROUND THE VENUE IS AT HIS/HER OWN RISK AND THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER RNZ 2011 (INCLUDING THE OFFICIAL TICKETING AGENT) NOR RWCL NOR ANY AUTHORISED PERSONS ARE LIABLE FOR ANY LOSS, DAMAGE AND/OR HARM, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR LOSS, OR ANY OTHER LOSS AND/OR HARM ARISING FROM AND/OR OCCURRING DURING HIS/HER ATTENDANCE AT THE VENUE AND, WITHOUT LIMITATION TO THE FOREGOING, EACH TICKET HOLDER AGREES THAT NO CLAIM, COMPLAINT OR PROCEEDING WILL BE BROUGHT IN RELATION TO THE FOREGOING.

14. EACH TICKET HOLDER SHALL INDEMNIFY AND HOLD RNZ 2011 (INCLUDING THE OFFICIAL TICKETING AGENT) AND RWCL AND ALL AUTHORISED PERSONS HARMLESS FROM AND AGAINST ALL LOSS, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO THE COSTS OF ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF THESE CONDITIONS) SUFFERED OR INCURRED BY ANY OF THEM IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, A BREACH BY THE TICKET HOLDER OF ANY OF THESE CONDITIONS.

15. For the purposes of safety, security and/or checking compliance with these Conditions, each Ticket Holder shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including by producing a valid Ticket and proof of identity with valid photograph and signature). A Ticket Holder may be requested to submit to an inspection and/or body check for the purposes of locating and removing any Prohibited Item, and any refusal by the Ticket Holder may result in his/her eviction from the Venue.

16. The Ticket Holder acknowledges that he/she is individually responsible for his/her own property brought to and into a Venue (including Prohibited Items) and that there is no storage available at a Venue for any such items.

Media & Recordings

17. Photographs or any other recordings of sound or images taken within a Venue may be used for personal, private, non-commercial and non-promotional purposes only. It is forbidden for the Ticket Holder to disseminate at any time, over the Internet, radio, television and/or any other current and/or future form or type of media, any sound, image, description or result and/or statistics of a Match (in whole or in part), or to assist any other person(s) in the conduct of such activities. The Ticket Holder is also forbidden from making or distributing broadcasts, commentary, news reports and/or statistics in respect of the whole or any part of a Match, by any means and in any format or media, including (without limitation) any such content made, recorded or captured in still or moving form by mobile phones or by any other form of wireless and/or portable device.

18. Each Ticket Holder attending a Match:

- a. acknowledges that he/she is likely to be recorded in a number of media and publicly disseminated;
- b. agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness captured whilst present at or about the Venue, by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
- c. acknowledges and agrees that RWCL is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound or images taken within a Venue (including, without limitation, any such recordings used by the Ticket Holder in breach of paragraph 17 of these Conditions), including future rights to such recordings or to any works derived from such recordings;
- d. waives, on an irrevocable, worldwide and perpetual basis, all moral rights in and to any recordings of sound or images taken within a Venue (including, without limitation, any such recordings taken by the Ticket Holder in breach of paragraph 17 of these Conditions); and
- e. hereby unconditionally and irrevocably grants to RWCL a perpetual, exclusive, freely assignable and royalty-free licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings of sound or images taken by the Ticket Holder within a Venue in breach of paragraph 17 of these Conditions.

Refund & Cancellation

19. RNZ 2011 does not guarantee that the Match for which a Ticket is issued will take place at the date, time and Venue indicated on the Ticket. RNZ 2011 (acting in conjunction with RWCL) reserves the right to make alterations to the time, date and Venue of any Match or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation), force majeure, safety and security concerns or decisions from any Authorised Person or other competent authority. In the event of such alteration, neither RNZ 2011 (including the Official Ticketing Agent) nor RWCL will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraphs 20 and 21 of these Conditions.

20. Subject to paragraphs 22, 23 and 24 of these Conditions, in the case of each Ticket, RNZ 2011 shall only be required to refund the Face Value to a Ticket Purchaser on application, in any one of the following circumstances:

- a. if the Ticket is for a Match which is cancelled and cannot be rescheduled; or
 - b. if the Ticket is for a Match which is rescheduled to another date and/or another Venue subject to the Ticket Purchaser's election under paragraph 22 of these Conditions; or
 - c. if the Tournament is cancelled; or
 - d. if the Ticket Purchaser is otherwise entitled to a refund under applicable New Zealand law.
21. If a Match is rescheduled, the Ticket Holder may elect to either:
- a. use the existing Ticket for the rescheduled Match if the Match is rescheduled for another date but is still to be staged at the same Venue;
 - b. subject to availability of Tickets, exchange the Ticket with RNZ 2011 for a Ticket of the same or lower price category for the rescheduled Match if the Match is rescheduled to be staged at a different Venue; or
 - c. if there are insufficient Tickets available for the Match rescheduled to be staged at a different Venue, or the Ticket Holder is unable to attend any rescheduled Match, the Ticket Purchaser shall be entitled to apply for a refund pursuant to sub-paragraph 20(b) of these Conditions.
22. RNZ 2011 shall not be required to refund any fees or charges paid in addition to the Face Value of the Ticket (for example, any Handling Fee or postage or courier charges) except where required by applicable New Zealand law. No interest or costs will be payable in respect of any monies refunded. Neither RNZ 2011 nor RWCL will be liable for any associated costs, expenses or loss (including, without limitation, any indirect and/or consequential loss, such as for travel to the Venue or any accommodation costs).
23. Where paragraph 20 of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If RNZ 2011 initiates a refund process under sub-paragraphs 20(a), (b) or (c) of these Conditions, the Ticket Purchaser will be advised of the process and the prescribed deadline for refund applications, through the media or via direct communication, within 10 working days of the cancellation or rescheduling of the Match or the

cancellation of the Tournament. The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket in order to be eligible for a refund. To avoid any doubt, RNZ 2011 shall not be required to issue a refund in relation to any Ticket, which it reasonably believes has been the subject of a sale, transfer or disposal in breach of paragraphs 4 or 5 of these Conditions.

24. A Ticket will not be exchanged or refunded if:

- a. after a Match has started, it is cancelled for any reason, including, without limitation, inclement weather; or
- b. on the date of a Match, the kick off is delayed for any reason; or
- c. the kick off time of a Match changes after the date the Ticket was purchased.

General

25. Information about a Ticket Purchaser is gathered and stored to identify the Ticket Purchaser and for administration, communication, enforcement and access control purposes. The Ticket Purchaser has a right of access to, and correction of, his/her personal information.

26. In the event that any provision(s) of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision(s) shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such void, ineffective or unenforceable provision(s) had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.

27. RNZ 2011 RESERVES THE RIGHT TO MAKE AMENDMENTS TO THESE CONDITIONS FROM TIME TO TIME AT RNZ 2011'S SOLE DISCRETION AND WITHOUT NOTICE (INCLUDING BY AMENDING OR SUPPLEMENTING THE VENUE REGULATIONS). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available at www.rugbyworldcup.com/tickets and, upon request, from RNZ 2011 at the address set out in paragraph 28 of these Conditions.

28. Any information requests or other correspondence in relation to these Conditions should be addressed to: Ticketing Manager, Rugby New Zealand
2011 Limited, PO Box 1178, Wellington 6140, New Zealand.

29. If Tickets are acquired for the purposes of a business, or the Ticket Purchaser holds him/her or itself out as acquiring Tickets(s) for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 will not apply to these Conditions or the supplies made under it.

30. These Conditions will be governed by and interpreted in accordance with the laws of New Zealand. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at a Match will be submitted to the competent court in New Zealand. Notwithstanding the foregoing, RNZ 2011 and/or RWCL reserve the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with the laws of New Zealand.

31. Any breach of any Condition set out herein may, in addition to any other remedy that RNZ 2011 and/or RWCL may have (including claiming under the indemnity provided in paragraph 14 of these Conditions), and even if the Ticket Holder did not have prior notice of the Condition or the breach, result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or his/her eviction from the Venue, in each case without refund or compensation. No failure or delay by RNZ 2011 and/or RWCL to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.

32. All Tickets (and the copyright in all Tickets) remain the property of RNZ 2011 and/or RWCL. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets must, upon the request of any Authorised Person, be delivered up to that Authorised Person. Such actions are without prejudice to other remedies, which may include a fine and/or legal action.

33. For the purposes of the Contracts (Privity) Act 1982, the Ticket Holder and RNZ 2011 acknowledge and agree that these Conditions confer a benefit on, and are intended to be enforceable by, RWCL.

34. To the fullest extent permitted by law, all implied representations or warranties are excluded.

Definitions

35. When used in these Conditions, the following capitalised terms shall have the following meanings:

"Authorised Agents" means the Official Corporate Hospitality Agents and Official Travel Agents appointed by or on behalf of RWCL and which are legally and contractually entitled to sell Tickets as part of hospitality and travel packages respectively;

"Authorised Person(s)" means collectively all Tournament management, Venue management, Police, New Zealand Government and local Government agencies responsible for safety and security in connection with the Tournament, each Venue and each Match, and their respective staff, officials, representatives, officers and volunteers, including (without limitation) any Enforcement Officers;

"Conditions" means these conditions and the Venue Regulations which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on behalf of RNZ 2011 from time to time;

"Enforcement Officer(s)" means those persons appointed under the MEMA as enforcement officers and holding a warrant of appointment;

"Face Value" means the specified price of the Ticket only, and excludes any Handling Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including postage or courier charges);

"Handling Fee" means the fee payable per Ticket transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order;

"Match" means a game of rugby union forming part of the Tournament, the particulars of which are indicated on the Ticket;

"the MEMA" means the Major Events Management Act 2007 (New Zealand);

"Official Ticketing Agent" means the official appointed ticket agent of RNZ 2011, acting as agent for RNZ 2011;

"Original Sale Price" means the specified price of each Ticket plus any Handling Fee (or part thereof) and other charges necessary to effect the sale or trade of that Ticket (including postage or courier charges);

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

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

"Prohibited Item(s)" means any prohibited item(s) listed in full at [www.rugbyworldcup.com/tickets] and includes (without limitation) those items specified in sub-paragraph 11(a) of these Conditions;

"RNZ 2011" means Rugby New Zealand 2011 Limited of PO Box 1178, Wellington 6140, New Zealand;

"RWCL" means Rugby World Cup Limited of 1st Floor, Huguenot House, 35-38 St Stephen's Green, Dublin 2, Ireland;

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

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

"Ticket Purchaser" means the individual with legal capacity who has purchased a Ticket or Tickets through the Tournament's official ticket programme and/or through any Authorised Agent(s);

"Tournament" means the IRB Rugby World Cup 2011;

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

"Venue Regulations" means the security protocols and the public order and safety conditions of admission to each Venue hosting a Match, including as the same may be amended, supplemented or replaced from time to time. RNZ 2011 reserves the right to append these Conditions with Venue specific regulations if necessary for public order and safety reasons.