



## SNOWBOMBING CANADA 2017 TERMS AND CONDITIONS

### Definitions

i.	Departure date	The date you depart for the event
ii.	Deposit	The amount payable at the time of booking to secure your place at Snowbombing Canada.
iii.	SBH Events	Promoter
iv.	Broadwick Live	Event Organisers
v.	Snowbombing Canada	Event
vi.	Force Majeure Event	An event which renders SBH Events and/or Broadwick Live Performance of its obligation pursuant to these terms and conditions in whole or in part not reasonably possible.
vii.	'Group leader' or 'Lead Passenger'	Individual who accepts responsibility on behalf of your group and authorises acceptance that the group are bound by these terms conditions.
viii.	'you' and 'your'	All individuals named on the booking including anyone who is added at a later date.
ix.	'we', 'our', and 'us'	References to SBH Events and/or Broadwick Live
x.	Group	All individuals on your booking or who you are travelling with
xi.	'Individual', 'Customer' or 'Passenger'	Any person who purchases any element with SBH Events Ltd
xii.	'booking', 'contract' which we	Such travel arrangements that you book with us in the UK/Canada and agree to make, provide or 'arrangements' perform (as applicable) as part
xiii.	'Written' or 'in writing'	Refers to any correspondence, either by email or by posted letter, between you and SBH Events, or by notification on the relevant SBH Events website i.e. <a href="http://www.snowbombingcanada.com">www.snowbombingcanada.com</a>

### 1. Your Contract with Us

- 1.1 By completing a booking or processing a transaction for Snowbombing Canada you are agreeing to these Terms and Conditions.
- 1.2 SBH Events Ltd will deduct your payment from your card at the time of processing a payment via debit/credit card online or over the phone.
- 1.3 When you purchase a ticket via the Snowbombing Canada website, all transaction details that you provide to us (including your name and card details) will be held and used in accordance with SBH Events Privacy and Cookie Policy and will be encrypted using SSL (secure socket layer) technology. SBH Events will take reasonable steps to safeguard transaction details, but you acknowledge and agree that the use of internet booking can never be completely secure.
- 1.4 SBH Events are responsible for refunds and payment disputes in accordance with the terms and conditions
- 1.5 Any payment disputes or issues should be directed to SBH Events Ltd: 3 The Stables, Wilmslow Road, Manchester, M20 5PG.
- 1.6 The information on these pages is important. It explains the responsibilities and obligations undertaken by all customers when booking with SBH Events. When you book and/or are acting on behalf of other individuals within your group you accept these terms. A contract is formed and is legally made with obligations and rights on your side and ours these are set down below which, unless agreed in writing by each of us, cannot be changed or be undermined by any verbal understanding.
- 1.7 The event and travel are as advertised by us and the nature and type of our services and any restrictions which may apply are also detailed in these important information sections which you must read carefully.
- 1.8 When you ask SBH Events or your travel agent to confirm your booking you guarantee that you accept, and accept on behalf of your group, the terms of this contract and have read the important information relating to your booking. These, along with your booking confirmation comprise your agreement with SBH Events and all



those listed on your booking on whose behalf the lead passenger is acting. No variations to these conditions shall be valid unless agreed by us in writing.

- 1.9 When you confirm your booking, you also agree to us processing the personal information you supply relating to you and your group in order to provide you with the services booked. The event starts and finishes as stated on your Snowbombing Canada booking confirmation. We are not responsible for your travel to and from this point or for any expenses including travel, accommodation, subsistence or loss of earnings caused by delays howsoever caused.
- 1.10 Errors in costings are very rare. However, if there is an obvious error on your booking we reserve the right to correct this as soon as we are aware of it.
- 1.11 There may be some instances where we are not able to confirm some of our arrangements straight away (such as flights or coach departure times) in which case this will be confirmed at a later date on your e-ticket.
- 1.12 Verbal descriptions and telephone conversations are subject to interpretation and cannot be proved or confirmed. We accept no liability for these. Website bookings/quotes are also subject to technical error and availability. Therefore all telephone and website bookings and quotes are subject to our written confirmation and this is why it is important that you check your booking confirmation on receipt.
- 1.13 Please note, changes to these terms and conditions or to any of the information appearing in our promotional material will only be valid if expressly agreed by us in writing. Our website will display any changes to this information so please be sure to check these details before booking.

## **2. Airport Coach Transfer**

- 2.1 In order to maintain economic viability and still offer as many airport coach transfers as possible, we often need to combine airport transfers routes to and from the resorts for passengers on arriving and departing flights for the outbound and inbound journey of the airport coach transfers.
- 2.2 This means that you could incur additional waiting time on arrival and return to the airport for transfers. In each instance, we will do our best to keep waiting times to a minimum. If you experience any flight delays we cannot guarantee availability on alternatively transfers however we will endeavour to accommodate. Please note our transfer service is only operational during set times.
- 2.3 Airport coach transfers that involve crossing national borders may be subject to delays as a result of immigration control and customs. Therefore, should approximate timings be given, these may sometimes be longer than anticipated and are given as a guideline, we cannot guarantee journey times.
- 2.4 Please bear in mind that the coaches may stop to allow a driver break or to change drivers in order to comply with the driving hours' legislation.
- 2.5 It may be necessary for you to change coaches at a central transport hub should the conditions and operational logistics require such a change of vehicle.
- 2.6 If we are unable to drop you directly at your accommodation, as some roads are very narrow and cannot accommodate a coach, you will be dropped as close as feasibly possible.
- 2.7 We cannot guarantee a representative will be on board each individual airport transfer coach. However, reps or our staff will always be on hand to show you to your respective coach on the outbound and inbound leg of your transfer.
- 2.8 It is your responsibility to be at the location at the time and date specified, should you miss your airport coach transfer we will not provide a refund and are not liable for any additional costs for alternative travel.
- 2.9 All individuals on board an airport transfer coach agree to be bound by the rules and regulations of travel and to follow the instructions of the coach driver at all times. Local laws apply at all times, failure to comply with any passenger legislation i.e. no consumption of alcohol or smoking while travelling by coach or any reasonable request from either the coach driver or our on-board representative will be viewed as a breach of contract by the individual(s) concerned. This will result in the booking contract being terminated and the expulsion from the vehicle of any such individuals and where necessary authorities will be notified.
- 2.10 The Driver has overall and sole responsibility for the safety of the passengers and vehicle at all times. The Driver may eject any passenger from the vehicle at the closest safe location if they believe their behaviour may risk the safety of themselves or other passengers or is in breach of Public Service Vehicle (conduct of drivers, inspectors, conductors and passengers) Regulations 1990. The Driver may refuse to allow a passenger to board the Vehicle or eject them from the Vehicle if in their sole discretion he/she considers them unfit to travel for whatever reason (for example, being drunk or abusive). The Driver may refuse to continue a journey if in his sole discretion he/she considers any



- passenger to be behaving in such a way as may put the safety of other persons and/or the contents of the Vehicle and/or the Vehicle itself at risk.
- 2.11 If any damages or loss is caused, the individual or group is responsible and charges must be paid at the time directly to the supplier. If you fail to do so, you will be responsible for meeting any claim subsequently made against us as a result as well as our own and the supplier's legal costs.
  - 2.12 At any time if 2.9, 2.10 & 2.11 are not adhered to, at our total discretion, we reserve the right at all times, without prior notice to, refuse travel outbound or inbound, deactivate your wristband, restrict access to our event or terminate the holiday of the person(s) concerned.
  - 2.13 In any of the above circumstances no refunds will be made or compensation paid. We may also make a claim against you (and/or instigate criminal proceedings) if your behaviour has resulted in additional costs to us. You will become responsible for sourcing alternative arrangements and onward travel.
  - 2.14 Airport coach transfers are offered as a standalone option and are sold in time slots which are based on published flight times. We will not, in any case, accept any responsibility for cancelled, delayed, re-scheduled flight times or re-routed flights purchased through a third party that impacts on the booked airport coach transfer. Should a booked flight be cancelled, delayed, have its flight times re-schedule or should the flight be re-routed by the airline, we cannot amend published airport coach transfer schedules in order to accommodate such changes as airport coach transfers provide transport for passengers to meet multiple inbound and outbound flights.
  - 2.15 We will not monitor any changes to the flights details that are noted to meet airport coach transfers once the original flight times have been published on [www.snowbombingcanada.com](http://www.snowbombingcanada.com). Should any flight be cancelled, delayed, have its flight times re-schedule or should the flight be re-routed by the airline after an airport coach transfer has been booked, it is the responsibility of the individual that has made the booking to make SBH Events or its agent aware of any such flight changes.
  - 2.16 Should a flight change occur and any booked airport coach transfer need to be amended then this will be viewed as an amendment and administration fees will apply as outlined in section 12.
  - 2.17 There are limitations to our schedule and the times we run airport coach transfers to and from the airport, if you are unable to notify us of changes to your arrival or departure time, if an airport representative or member of the resort team are advised we will try to accommodate on the next available transfer where possible (subject to availability) however there is no guarantee and we will not be responsible for additional cost incurred should you need to arrange alternative travel or miss onward travel through changes with 3<sup>rd</sup> party suppliers or Airlines where it is out of our control.

### **3. Coach Travel**

- 3.1 When travelling by coach across Canada or US to resort you must be at your specified pick up point 30 minutes before the departure time stated, final details of which, including the location of the pickup point can be found on your e-ticket.
- 3.2 Your pick up point and drop off point must be the same location.
- 3.3 Coach pick up (on the way to the event) & drop off (on the way back from the event) points are offered throughout Canada from specific locations, which are shown at the time of booking. Should the number of passengers from a certain pick-up/drop-off point on a specific date fail to meet an economic level of sale i.e. the pick-up point is only required for a small number of passengers, we reserve the right to cancel or amend the location of the original, noted pickup/drop-off point. A cancelled pick-up point will automatically cancel this location as a drop-off point on the return leg of the coach journey. An amended pick-up point will be the default drop-off point on the return journey.
- 3.4 Should a pick up / drop off point be cancelled by us, passengers will be offered either:
  - a) If available, places on a coach from an alternative, suitable pick up/drop off point within relatively easy access of the original, cancelled pick up/drop off point. This alternative pick up location will be the default drop off point on the return.
  - b) A full refund of the coach travel cost only, thereby allowing passengers to use this refund towards making their own travel arrangements to and from the event.
- 3.5 Coaches are not necessarily assigned to a specific group of individuals nor are coaches necessarily assigned to only one pick-up point. We reserve the right to route coaches according to passenger pick up requirements therefore necessitating a possible number of pickups from various departure locations on the journey to and the journey back from the event. No one group should assume they have exclusive use of a coach(s). Specific seats on a specific coach cannot be pre-booked. Seating is based on a first-come, first-served basis.



- 3.6 We cannot guarantee a representative will be on board each land coach. However, reps or other staff will always be on hand to show you to your respective coach on the inbound leg of your transfer.
- 3.7 All passengers travelling aboard coaches provided by us and operated by the contracted suppliers of SBH Events agree to abide by all current legislation when on board. The consuming of alcoholic drinks, smoking and drug use is NOT permitted. All of the above are illegal and the driver and/or rep have the right to eject you from the coach, failure to comply will be viewed as a breach of contract.
- 3.8 We will not be liable for any failure to fulfil a service as advertised to the customer, which may be caused by events outside our reasonable control. These events include any act, event, omission, accident or incident beyond our or our suppliers control and include but not limited to force majeure. Accordingly we cannot accept liability for any inconvenience or expenses you may incur as a result.
- 3.9 If we fail to carry passengers to the destination for any reason such as, in the event of a delay due to mechanical failure, an accident/incident or force majeure we undertake to do our utmost to remedy the problem or to arrange an alternative vehicle or mode of transport at our expense as soon as reasonably possible. The time frame of this will be dependent upon the circumstances around how the delay occurred, operating hours of coach supply companies and availability over weekend and bank holidays where a replacement vehicle is required. We shall have no other liability as a result of any delay in performing our obligations.
- 3.10 We will make every effort to operate coaches of the standard described but cannot accept a claim on the basis of an inferior vehicle being used as a relief or replacement or in cases of Force Majeure. A delayed coach may necessitate reduced meal and comfort stops.
- 3.11 On all of our coaches we operate a zero tolerance to behaviour that may risk the safety of any passenger(s), driver(s), member(s) of staff or the vehicle, please refer to points 2.9, 2.10, 2.11 and section 18. Regarding conduct.

#### **Journey Breaks**

- 3.12 If a rest break is included on a journey then it is the responsibility of the customer to return to the vehicle by the time stated by the driver. It is the customer's responsibility to speak to the representative or the Driver to ascertain the time and location by which they must return to the vehicle. We shall not be liable if you miss the coach as a result of returning after this time or to the incorrect location. We will not reimburse any additional costs you may incur as a result of you missing the coach.
- 3.13 You may not board or disembark from a service except at the stated departure and arrival points on your ticket, except for any journey breaks deemed necessary by a representative or the Coach Driver.

#### **Drivers' Hours**

- 3.14 The hours of operation for the drivers are regulated by law. Neither us nor any passenger shall delay or otherwise interrupt the journey in such a way that the driver is at risk of breaching regulations relating to driving hours and duty time.

#### **Your luggage**

- 3.15 Each passenger has a permitted luggage allowance of one soft shell (fabric) main bag up to 50cm x 50cm x 100cm and one item of hand luggage that may consist of a small bag and must be stored in the overhead storage or below your seat. No hard shell cases shall be permitted, no luggage can restrict aisles. All baggage remains the responsibility of the individual passenger at all times. Passengers are responsible for ensuring their luggage is loaded on and off their coach at the correct pick up and drop off points be it by the driver or the individual. We accept no responsibility for luggage left at pick up points. At all times the luggage that can be carried shall be at the sole discretion of the driver and of representatives of Snowbombing Canada.
- 3.16 We will not take responsibility for any passengers belongings whilst on the coach or in resort. We do not accept any liability for lost luggage. We cannot be held liable for any luggage miss loaded or left behind or on board.
- 3.17 For safety reasons there are restrictions on what passenger property can be carried as luggage on our service. The following items are all prohibited from being carried on our service – any weapons, drugs or solvents (other than medicines) or any items which are in our opinion unsafe, or may cause injury or damage to property, or which are in considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable, or items with sharp or protruding edges, or any items over 20kg in weight.
- 3.18 If you are found to have any of the above prohibited items in your possession or within your luggage, we reserve the right to refuse travel and/or remove the items from the coach immediately. If you require confirmation as to whether a particular item may be carried then you should obtain our written confirmation before processing your booking.



- 3.19 Ski or snowboard equipment taken on board is considered excess luggage and you will need to purchase carriage at the time of booking. If this is not purchase we have the right to refuse to take equipment on board. This has to be booked in advance so we can consider loading factors. Pre purchase in advance as there will be restrictions to adding items to your booking after the balance due date which can be found on your booking confirmation, this can be done online or by contacting our customer service team.

#### **4. Road Trip**

- 4.1 The Snowbombing Canada Road Trip is an optional extra available to book at a later stage to general sale of the event.
- 4.2 Adequate Canadian car insurance will not be provided by SBH Events. The relevant personal travel and/or car insurance is your sole responsibility.
- 4.3 If you chose to participate in the Road Trip it is your responsibility to ensure that your vehicle is road legal for the journey and abides to the laws of each City that the Road Trip travels through.
- 4.4 The Road Trip is priced on a standard vehicle (holding 5 people) and larger vans or cars may be subject to a supplement, a request for this to be booked must be made via the customer service team.
- 4.5 The stop off hotel is not included in the cost of the trip and details of the accommodation for overnight stay en route will be given approx. 6 weeks before the event. You will be notified in writing of which hotel this is and payment must be made direct to the hotel.
- 4.6 Toll charges are not included in the cost of the Road Trip.
- 4.7 You will be sent a registration link to the email address you provided at the time of booking. You will need to provide details of the vehicle you are travelling in as well as details of the driver(s) and other passengers.
- 4.8 SBH Events is not liable for any damage caused to a vehicle while partaking in the Road Trip.

#### **5. Your Accommodation**

- 5.1 Only those people named on your booking confirmation can use the accommodation or transport (or other service) arranged by us. You are not permitted to share accommodation or transport with anyone else. All customers undertake not to damage their accommodation, and to abide by local regulations (especially in relation to noise).
- 5.2 Customers are liable for the cost of any damage or loss and SBH Events, their agents or suppliers shall be entitled to recover costs from the client if necessary before the homebound transfer. The party leader shall be liable in the first instance for any claims against the party. You or your party may be denied any return homeward bound boarding of transport if you refuse to pay or to undertake commitment to pay on your return.
- 5.3 Please refer to section 17. Relating to customer conduct for further relating information.

#### **6. Special Requests**

- 6.1 Although we will endeavour to pass any reasonable requests on to our suppliers, we regret we cannot or guarantee that any requests will be complied with unless we have specifically confirmed this in writing to you.
- 6.2 Please note that special requests do not form part of our contractual agreement and we will have no liability if they are not met.
- 6.3 Requests will need to be received with reasonable notice to be considered.
- 6.4 If you or anyone in your group has any medical issues or disability which may affect the holiday arrangements of the individual(s), please tell us before you confirm the booking so we can advise as to the suitability of the chosen event. You must give us full details in writing at the time of the booking. If we feel unable to fully accommodate the particular needs of the individual(s) concerned, we must reserve the right to decline/cancel/amend the booking.

#### **7. Accommodation**

- 7.1 All accommodation is as per description at the time of booking, but this does not mitigate our right to amend any errors in pricing or description.
- 7.2 We have a limited allocation of rooms in hotels and condos. When our allocation is full, we may not be able to obtain more at the same rate or on the same terms and therefore a supplement may apply.
- 7.3 If you are arriving at our accommodation by car or on a flight with a transfer not booked through us, it is very important that you notify us of your estimated arrival time prior to leaving Canada. Should you fail to do this in advance, we cannot guarantee that your accommodation will be open or available for check in.
- 7.4 Check-in is usually between 15.00 and 17.00 and check-out of rooms is between 09.00 and 10.00 irrespective of your time of departure, these times are a guideline only and at the discretion of the accommodation owner. Not all



- accommodation will have 24 hour check-in facilities. Some hotels/apartments are able to provide a room for bags/cases etc. but please check with the reception on your arrival. Such facilities may be shared with other guests.
- 7.5 There may be specific times your apartment or hotel reception is open and we cannot be responsible if you fail to obtain your keys before the reception closes. Many hotels ask for a credit card imprint when you check-in to cover incidentals.
  - 7.6 Most hotels and condos will require one credit card per group with a minimum of CAD\$500 available credit. The card will be pre-authorized for an amount that will be advised to you when you check in. This is a security payment against any potential damages. You will not be charged unless any damage is incurred. Please note that you will not be able to check in to your accommodation if you do not have available credit on your card or cards of others in your party.
  - 7.7 In Canada some of the beds are Queen beds which are 2 double beds that must be shared between 3 or 4 people. The bed configuration will be laid out in the hotel description listed on [www.snowbombingcanada.com](http://www.snowbombingcanada.com)
  - 7.8 Most 2-person rooms are sold as 'Double/Twin' rooms and sleep 2 people. These could be a double bed, or a standard twin room.
  - 7.9 Due to the amount and variation of accommodation on offer there is no guarantee of the room sizes and/or layout, occupancy can be accommodated in a number of ways as expressed above – King, Queen, twin, single, double, sofa bed and/or bunk beds.
  - 7.10 We cannot guarantee room requests, and whilst we will try our utmost to adhere to requests – these may not be possible in any case and cannot be certified.

#### **Condos**

- 7.11 Prices for self-catering are based on the number of people specified to fully occupy an apartment.
- 7.12 Our apartments may not be in the same building or next to each other and we cannot guarantee that groups booking will have apartments close to each other or even in the same building, although we will do our utmost to accommodate groups together. Apartments are often privately owned and even in the same block vary in layout and size and in the actual facilities and furnishings they offer.
- 7.13 Due demand and variation of layout, if larger apartments are booked and at the time of allocation we are unavailable to accommodate your group size you will be allocated separate apartments.
- 7.14 Apartments in all countries have kitchenettes, which are compact and equipped with basic equipment and 2 or 3 hobs. Some also have worktop ovens.
- 7.15 On arrival in your apartment please check everything is present and in working order. Anything missing or broken must be reported to reception immediately or you may be charged for it. Please leave your accommodation as clean as you found it.

#### **Hotels**

- 7.16 Prices in hotels are based on twin or double rooms (unless otherwise stated). All of our hotel prices are based on room only unless specified otherwise.
- 7.17 The use of some facilities in hotel and apartment complexes such as spa facilities; saunas, fitness facilities and steam rooms may incur an extra charge. Where we have been informed of this it has been stated in the description at the time of booking. However, this is often charged by those running the properties and we are not always informed. If in doubt, please check at the time of booking.
- 7.18 We cannot guarantee that fitness suites provide the same range or type of equipment as a purpose-built gym.
- 7.19 Any hotels that have annexes which are sometimes in a separate building a short walk away. Please bear in mind that whilst many annexes provide access to the facilities of the property through which they are sold, rooms may not be of the same standard as the main property. This is usually reflected in the price reduction.
- 7.20 Hotels may lock their main doors at a specified time. Please check with the hotel what time this is – especially if your arrival is likely to be late or you are delayed en route.

#### **8. Excursions/Extras**

- 8.1 Excursions or other tours not run by SBH Events that you may choose to book or pay for whilst you are on holiday are not part of your holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.



## **9. Equipment Hire, Skis/Snowboard lessons, Lift Passes & Barn Party**

- 9.1 You can pre-book equipment hire, ski/snowboard lessons and lift passes when you make your initial booking or at any time up to 4 weeks prior to your departure where there is availability.
- 9.2 Barn Party tickets will be announced and bookable at a later date. On release we recommend booking to avoid disappointment, due to demand this is a sell-out Snowbombing Canada exclusive ticketed event.
- 9.3 Any options purchased after the balance deadline date of Friday 6<sup>th</sup> February 2017 must be paid in full at the time of booking.
- 9.4 We aim for the prices of pre-booked items to be less than those in resort but we cannot guarantee this. Purchasing in advance however always allows you to spread the cost of your holiday more effectively and also saves you time on your arrival in resort.
- 9.5 These are sold separately (we act as an agent for the suppliers of these services) and are an extra cost to your holiday. Suppliers booking conditions apply and all equipment hire and lessons are subject to availability.
- 9.6 Insurance: It is essential that you take out adequate insurance cover for your hired equipment. Many shops offer top-up insurance and we recommend you take this. Details of this will be displayed in the shop and we recommend you read this. SBH Events will not be liable for any damage or theft of hired equipment. Any such matter will be to be resolved between you and the hire shop and your insurance company.
- 9.7 Cancellations/refunds: Once you have booked your equipment, lessons and lift passes, charges will apply to remove or downgrade these as outlined in section 12. Once within 28 days of the event start date no refunds will be issued for cancellation of these optional extras.
- 9.8 Lift passes: We offer a selection of durations based on customer demand from 1 day – 5days (subject to variation), all lift passes are consecutive days unless stated otherwise i.e. 3 in 4 day pass. Lift operating hours can be found at the lift pass office. It is at your discretion if you wish to purchase a lift pass for the duration of your stay included arrival and departure days which we recommend against should you experience delays or not be able to utilise full day access.
- 9.9 Ski or board lessons: We will make the necessary introduction to Sun Peaks Resort LLP, our ski school provider who will be based in the centre of the resort on set days. You will need to present your e-ticket. Your lessons will always start the day after you arrive. You will then make arrangements directly with the supplier regarding lessons, meeting points and times.
- 9.10 Equipment: A scan of your e-ticket is required in exchange for your equipment that will be pre-allocated and details can be found on your e-ticket. Please note we do our utmost to allocate shops based on location of accommodation however dependent on purchase, stock and availability we are not always able to allocate in the most convenient location to you. Due to size requirements and demand in resort during Snowbombing Canada, there may be the seldom occasion that the store allocated does not have the suitable equipment i.e. size of boots, board, skis required or quality purchased, in this case you will be directed to the nearest store to collect your equipment.
- 9.11 Please note that we cannot refund any part of your pre-booked service should you not use all or part of what has been booked.

## **10. Paying for Your Booking**

On receipt of deposit payment:

- 10.1 Accommodation, including the Snowbombing Canada festival ticket / wristband, can be reserved:
  - a) From Tuesday 31<sup>st</sup> October for bookings for a deposit of CAD\$150 per person, CAD\$20 per person booking fee, plus 3% card charge
  - b) From Tuesday 31<sup>st</sup> October 2016 a selected amount of extras will be available
  - c) Additional booking extras, such as Road Trip, Merchandise, will be available to add to the booking at a later date.
  - d) Tickets for the Barn Party will be on sale at a later date.
  - e) **All accommodation and wristband packages include 5% GST.**
  - f) Bookings cannot be guaranteed until a deposit is received
- 10.2 The balance shown on your booking confirmation is payable by 1700hrs on Monday 6<sup>th</sup> February 2017 without reminder after this date.
- 10.3 If the full balance is not received on the final balance due date your booking will be cancelled and subject to the cancellation charges and/or the late payment charge of CAD\$30.00 per person with overdue balance. An additional



late payment fee of CAD\$30.00 will be levied per person on the booking for every additional 7 days after the final balance due date has passed.

- 10.4 On receipt of your booking confirmation, you must check your documentation and inform us immediately of any inaccuracies. We cannot accept any liability if we are not notified of any inaccuracy in any documentation within 5 days of issue.
- 10.5 All final information and e-tickets (if applicable) will be made available to you when the final balance of your group has been paid and once it is within 7 - 10 days of your departure date.
- 10.6 SBH Events Ltd will charge you a one-off booking fee of CAD\$20 per person on the initial booking. This is a one-off payment that will be charged on top of the initial deposit, payable at the time of booking and is non-refundable.
- 10.7 All card charges have been waived therefore you will not be charged when using any method of card payment when processing a transaction.
- 10.8 The lead passenger will be, in the final instance, responsible for any monies owed or outstanding by their group. No booking will be confirmed until all passengers constituting the group have made their final payment and the group, in its entirety, has no outstanding balance due. In the unlikely event of a payment error, where a duplicate payment is taken on the booking, it will be your responsibility to contact us and highlight the error.

### **11. Accommodation & Deposits**

- 11.1 Upon checking in to your accommodation you will be charged a deposit (see 7. Accommodation above) .This arrangement shall be strictly between the customer and the apartment or hotel owner/management.
- 11.2 Upon checking in owners/management of the accommodation may require a copy of your passport/ID or that it is retained until check out.
- 11.3 You and your party will be liable for any cost occurred for damages and deposits will not be refundable unless the accommodation is left in the same standard found on arrival.
- 11.4 SBH events work closely with all suppliers, local authorities and security, cooperation is strongly recommended should incidents arise surrounding damages and behaviour at your accommodation to avoid eviction from accommodation, refusal from entry of the event or termination of holiday, please refer to section 17.
- 11.5 SBH Events cannot accept responsibility or liability for the return or loss of such monies.

### **12. Changing Your Booking**

- 12.1 After confirmation has been issued, changes should be notified in writing and if we can comply, a charge per person per change will be made (including name changes). Any alteration within 8 weeks of departure, (after the balance due date) change of accommodation/departure date/transport/optional nights, may be considered as a cancellation and subject to cancellation charges.
- 12.2 You may add extra members to your booking at any time, providing you have first checked availability with us and payments are to be made for additional people at the time of booking these people on.
- 12.3 We cannot guarantee that changes will be possible, you must notify us of any changes in writing or by telephone and we will endeavour to make the changes. All amendments will be subject to an administration fee. The following charges apply;

<b>Change</b>	<b>Fee</b>
Name change*	CAD\$20 per person within the following conditions above
Accommodation change	CAD\$30 per booking
Date change	CAD\$30 per booking
Transport change	CAD\$15 per person
Downgrade or cancellation of optional extras	CAD\$15 per extra

**\*Notes;**

- a) The booking does not include services provided by suppliers who will consider the booking cancelled if changes are made.
- b) Your arrangements remain exactly the same as the original booking.





- c) The replacement person takes on the exact cost of your holiday as paid by you.
  - d) You must put your request to transfer your booking in writing.
  - e) That person is agreeing by taking your place on the booking that they agree to these terms and conditions.
  - f) That person must comply with all noted terms and conditions, specifically regarding adequate insurance cover as any premiums paid by the original booker cannot be refunded.
  - g) You will remain responsible for the payment of any balances relating to your holiday should that person be in default of payment.
  - h) You cannot transfer a booking within 28 days of travel.
- 12.4 Administration fees can be cumulative e.g. a change of accommodation and dates on a booking will incur 1 x CAD\$30, accommodation change + 1 x CAD\$30 date change.
- 12.5 People can change bookings; however they must follow the procedure set out and request the change within the timescales stated.
- 12.6 All booked elements, such as accommodation, transport, wristband and any bookable extras are only available to the passenger named on the documentation. It is a breach of contract for anyone to sell or give such accommodation or seats to another individual without our knowledge and agreement by us.
- 12.7 No changes will be authorised inside 28 days of travel under no circumstances, this means changes will not be permitted in resort.

### **13. If We Change Your Booking**

The arrangements provided are put together in good faith and many months in advance. Despite all of the preparation, certain aspects of the arrangements can go awry and we must therefore reserve the right to make alterations to and correct any errors to the holiday details before and after your booking has been confirmed.

There are two classifications of changes

#### **Minor Changes**

13.1 Examples of minor changes include;

- a) Change of accommodation to another of the same or higher standard (based on SBH Events rating)
- b) Changes of carriers,
- c) Alterations of outward/return transport by less than 12 hours
- d) Any other change not specified as a major change (below).

13.2 These are operational changes and not significant ones entitling you to cancel without penalty. Such changes will therefore not be specially notified to you and will simply appear on your travel documentation.

#### **Major Changes**

Examples of major changes include;

- a) A change in destination
- b) Change of accommodation to a lower standard (based on SBH Events rating)
- c) Change in location from central to non-central (based on SBH Events location descriptions)

13.3 If such a change is made we will inform you as soon as reasonably possible and you will be given the following options to proceed;

- a) Accepting the change of arrangements,
- b) Accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value),
- c) Cancelling your holiday and receiving a full refund of all monies paid except for any payment that you made to SBH Events for changes to the booking at your request prior to us notifying you of the major change.

13.4 Minor changes do not entitle you to cancel or change to another holiday without paying our nominal charges. See section 13.3

13.5 We shall be under no further liability to you, nor shall we be liable for any costs or expenses outside the holiday cost.

13.6 If a significant change is made as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with due care which include but are not limited to those circumstances set out under the heading Force Majeure compensation we regret cannot be paid.

13.7 We regret we cannot meet any costs or expenses you incur as a result of any change.



**14. Cancelling Your Booking**

- 14.1 To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your holiday, the following cancellation charges are payable as a proportion of the total invoiced cost (including extras) from the date we receive written confirmation. The more notice you give us, the less we charge. The person who made the booking is responsible for this charge.
- 14.2 The number of days prior to event start date is taken to be from the day on which written notice is received by us.
- 14.3 Cancellations should be confirmed in writing (email or letter) by the lead person on the booking. If you or any members of your party cancel your holiday, a charge will be made. Your cancellation is not confirmed until you have received confirmation in writing from us to acknowledge cancellation with the fees that will apply.
- 14.4 Charges are calculated on the expenses we incur in connection with your holiday and the percentage charge of your holiday cost will depend upon the time at which written notice of cancellation is received by us. The following cancellation charges apply to any cancellations;

Notice	Charge
Before days stated below	Loss of Deposits only
59-41 days before departure	Loss of deposit plus 50%*
42-25 days before departure	Loss of deposit plus 75%*
24 days before departure up until the event	100%*

\*Percentages shown are of the total cost less any amendment fees or cancellation charges which have already been incurred which are not refundable.

- 14.5 Depending on the reason for the cancellation you may be able to reclaim the cancellation charges under the terms of your insurance policy. You must however; pay in full, and notify us of your cancellation first and then seek a refund from the insurance company. You may change a name without incurring any cancellation charges other than an amendment fee, providing 28 days' notice prior to departure is given.
- 14.6 If cancellation of a party member results in under occupancy of an accommodation those remaining individuals on the booking must pay the appropriate empty bed charge less any of the cancelled person's extras or transport options.

**15. If We Cancel Your Booking**

- 15.1 We will not cancel your travel arrangements after the balance due date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of customers required for a particular travel arrangement is not reached.
- 15.2 We will offer you the choice of either purchasing an alternative holiday of at least the same standard (if available), (and paying or receiving a refund in respect of any price difference) or receiving a full refund of all monies paid to us. You must notify us of your choice within 7 days of offer of an alternative holiday.
- 15.3 We regret we cannot meet any expenses or costs you incur as a result of any cancellation. Very rarely, we may be forced to cancel or curtail your holiday after the date of departure where circumstances amounting to 'force majeure' (as described in the special note below) occur. In this very unusual situation we regret we cannot make any refunds, pay any compensation or be responsible for any costs or expenses you may incur as a result.

**Force Majeure**

Except where otherwise specified in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is affected by reason of circumstances amounting to 'force majeure'. In these booking conditions 'force majeure' means any event which we or the supplier of the services in question could not, even with all due care, foresee or avoid. Such events may include *acts of God, war, riot, civil unrest, fire or damage at a destination/location, industrial dispute, terrorist activity and its consequences, natural or nuclear, disaster, fire, flood, drought, avalanche, strikes, lock outs, adverse weather conditions, volcanic ash clouds, epidemics and pandemics, unavoidable technical problems with transport, closure of airports, problems caused by other customers own actions, compliance with requests, acts, decrees, legislation, regulations or restrictions from the Police or other emergency services, customs or other government officials and security services.*

**16. Age Restrictions**



- 16.1 You must be at least 19 years of age to attend Snowbombing Canada.
- 16.2 You must turn 19 years old by the first day of Snowbombing Canada otherwise admission is not permitted and you will not be issued a wristband for entry to the events.
- 16.3 We will not provide refunds to anyone under the age of 18 who has chosen to book or attend against our recommendation.
- 16.4 Snowbombing Canada security staff will be briefed to ask for proof of age ID and anyone under 19 years of age will be declined from entering any of the Snowbombing Canada licensed venues.
- 16.5 At the time of creating your booking you are advised that if you are under 18 you will be unable to confirm a booking with us as it is against these terms and conditions.

### **17. Your conduct**

Once a booking has been made and payment received each passenger accepts responsibility for their conduct. Furthermore it is the group leader's responsibility specifically to ensure that:

- 17.1 Under 19 years olds will not be permitted entrance into any Snowbombing Canada venues or served alcohol.
- 17.2 All local laws, including those relating to the consumption of alcohol, are at all times obeyed. No participant smokes in a hotel bedroom or apartments, or on board any public/private transport or in any way causes a fire hazard or contravenes the local smoking laws.
- 17.3 Participants act in a responsible fashion and do not behave in a way likely to cause damage to property or offence or danger, to other people.
- 17.4 The group is responsible for any damage or loss caused which must be paid at the time direct to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claim subsequently made against us as a result as well as our own and the supplier's legal costs.
- 17.5 If the behaviour of any member of any group is causing or is considered likely to cause offence, danger, damage to property and/or distress to others, we reserve the right at all times, without prior notice, to terminate the holiday of the person(s) concerned or, at our discretion, that of the whole group. If, for example any coach driver, accommodation owner or manager, or senior member of our staff, considers that the behaviour is unacceptable they are authorised to terminate a booking wherever and whenever necessary and require the person(s) to leave the accommodation or property. In this situation, we will have no further responsibility to award such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of termination.
- 17.6 Cancellation charges will apply in all instances
- 17.7 We reserve the right to refuse to accept you as a customer or to continue dealing with you if your behaviour affects or threatens to affect other travellers or is threatening, disruptive or abusive towards our staff or our supplier's staff either in the UK, Canada or abroad (this includes on the telephone or in writing).
- 17.8 If any of those in charge of operating our holidays such as flight staff, coach drivers or our resort staff consider you or any of your party to be disruptive, they can refuse to allow you to proceed with your travel arrangements. If this means you are prevented from boarding your outbound flight, we will consider your booking cancelled and the appropriate cancellation charges will apply.
- 17.9 If you have incurred damages then we reserve the right to withhold your wristband and/or accommodation key until full reimbursement for the damages has been made.
- 17.10 You will become responsible for sourcing your own accommodation and flight home including alternative arrangements for those who will not travel without you. In any of these circumstances no refunds will be made or compensation paid. We may also make a claim against you (and/or instigate criminal proceedings) if your behaviour has resulted in additional costs to us.
- 17.11 At our total discretion, we reserve the right at all times, without prior notice to, refuse travel, deactivate your wristband, restrict access to our event or terminate the holiday of the person(s) concerned.
- 17.12 In any of the above circumstances no refunds will be made or compensation paid. We may also make a claim against you (and/or instigate criminal proceedings) if your behaviour has resulted in additional costs to us. You will become responsible for sourcing alternative arrangements and onward travel.

### **18. Other Guests**



18.1 We will not hold the details of non-Snowbombing Canada guests that may have booked into your accommodation. We have no control over the behaviour of other guests and our reps will assist wherever possible if the behaviour of another guest is considered disruptive.

### **19. Dealing with Problems**

- 19.1 If a complaint arises you should report it as quickly as possible in resort to our representative or agent and the supplier so that efforts can be made to rectify it to your satisfaction. Our representative can deal with most problems on the spot.
- 19.2 Part of this reporting procedure is that you complete a form in resort so all parties are clear on the precise nature of the issues involved. It is an express condition of your Agreement that this simple procedure is followed. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.
- 19.3 If you are still dissatisfied we ask that you write to us giving details of your complaint. We do not automatically follow up a report made in resort as in many cases these are resolved.
- 19.4 We do not issue refunds in resort as we feel it is important that all the relevant information is gathered in fairness to all involved. Our Representatives are not authorised to promise or make payments or to vary the terms, conditions or information as noted in these Terms and Conditions.
- 19.5 No offer of refund will be given or authorised verbally and is only binding when expressed in writing by a member of staff.
- 19.6 If any problem has not been resolved to your satisfaction, once we received written details in resort and in our office we will investigate it and do what we can as soon as you bring it to our attention.
- 19.7 All written correspondence to our Manchester office is acknowledged and we will reply within 28 days.
- 19.8 If we have not been able to finish our investigation after 28 days we will write to you advising you as to our progress.

### **20. Our Liability To You**

- 20.1 We endeavour to deliver your booking arrangements with reasonable skill, care and in accordance and subjected to the terms outlined in these conditions.
- 20.2 Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers) except in the following situations.
- 20.3 We will not be liable where any failure to perform or improper performance was due to (a) the acts and/or omissions of the person(s) affected or (b) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (c) an event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care.
- 20.4 In respect of carriage by air, sea or rail and the provision of accommodation our liability in all cases will be limited as if we were the carrier/accommodation provider within the relevant international convention or EC regulations. It is however a condition of our acceptance of these responsibilities that you notify us of any claim within 28 days of your return from your holiday and that, where any payment is made, the person affected will assign to us or our insurers any rights they may have to sue any third party and to extend to us our full cooperation.
- 20.5 If any client (except where either transport or accommodation only is booked) suffers death, illness or injury whilst overseas arising out of activity which does not form part of the foreign inclusive holiday arrangements nor an excursion arranged through us, we shall, at our discretion, offer advice, guidance and assistance to help you in resolving any claim you have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed CAD\$5,000 in total.
- 20.6 All points noted above are subject to the "Force Majeure" section where circumstances cannot be foreseen or forewarned.

### **21. Our Responsibility for Your Holiday**



- 21.1 We have taken all reasonable care to ensure that the services that make up your holiday are provided by reputable suppliers and businesses. These organisations follow local and national regulations and laws of the country in which they operate. However, overseas safety standards often differ from those in the UK and in some instances may not yet meet EC fire safety recommendations. Our obligations in regard to reasonable care and due diligence will be deemed to have been complied with when provision has conformed with local regulation or, in the absence of this, local custom.
- 21.2 The risk of skiing being adversely affected by weather conditions has to be accepted. Where transport is arranged to other resorts the costs will be paid locally by the client. We shall not be liable for any loss, delay or costs connected with, or arising out of, adverse weather conditions, including blocked roads and lengthy airline delays. If, as a result of force majeure, you miss your return departure and extra accommodation is required, we will not be responsible for this cost. We strongly recommend you take insurance at least equal to that suggested by us, which, subject to terms, may cover these instances.
- 21.3 If, due to adverse weather conditions or other circumstances beyond our control, pre-booked ski packs, excursions or tours are not available our liability is limited to a refund of monies paid for such services. No refunds are given for unused portions of the holiday, e.g. journeys, transfers, car hire, empty accommodation, unused ski packs, uneaten meals. No representative is authorised to make or promise refunds and no such promises will be accepted by us. Where excursions or services such as ski lessons are provided by a company outside of SBH Events, even where such excursions or services are sold through our representative or a supplier of SBH Events, we will have no liability for these. We act as an agent for such services and would be happy to provide their conditions of booking on request.

## **22. Changes In Price**

- 22.1 All prices are subject to availability and subject to change.
- 22.2 We reserve the right to correct errors in both advertised and confirmed prices. We also reserve the right to amend prices with regard to changes in the external supplier costs (subject only to new bookings or items on current bookings that have not yet been paid for).
- 22.3 In the result of a system error for room type, occupancy or price, we reserve the right to amend the price or accommodation to a suitable alternative should that room type not be available.
- 22.4 We will inform any customers of any price changes as soon as we become aware that changes need to be made.
- 22.5 As a result of the instability in oil prices, airlines and other transport suppliers often charge a fuel supplement which will be included in the price. As these change regularly, the price you pay may not be displayed on our website as we are not always able to make changes as quickly as these supplements change.
- 22.6 Once the price of your booking has been confirmed, then, subject to the correction of omissions or errors, we will only increase the price in the following circumstances: 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 travel arrangements may change after you have booked.
- 22.7 We will absorb and you will not be charged for any increase equivalent to 2% of the price of your booking, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of CAD\$1.00 per person together with an amount to cover agents' commission if applicable. If this means that you have to pay an increase of more than 10% of the price of your original booking, you will have the option of accepting a change to another holiday 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 initiated.
- 22.8 Should the price go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and on the protection in place.

## **23. Our Assistance In Resort**

- 23.1 If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and 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 we or our suppliers could not foresee or forestall, and you suffer an injury or other



material loss, we will offer you such prompt assistance as is reasonable in the circumstances as long as the following requirements are met:

- i. You must tell us and the supplier involved whilst you are in resort and write to us within 28 days of your return from holiday.
- ii. You must make a claim under your insurance policy's legal expenses section (or other if appropriate), send us proof of this claim and repay us the money to cover our expenses if and when your claim is successful.

#### **24. Your Passport**

- 24.1 It is your responsibility to ensure you have a valid passport and, if you are not a Canadian Citizen, British Citizen or hold an EU passport, to ensure that you have any relevant visas that may be required.
- 24.2 We can provide general information however it is your sole responsibility to ensure you and all those within your party have a valid passport, Visa and travel documents required for the Country you are visiting. We accept no responsibility if you cannot travel because you have not complied with any passport, visa or immigration regulations.
- 24.3 Passport, Visa and health requirements can change from time to time. Prior to travelling we strongly recommend seeking guidance and advice from the Embassy or Consulate of the Country you intend to visit if you are unsure what is needed to travel. When travelling to certain Countries you may require vaccinations, if you contact your GP or a local travel clinic they can advise on the most up to date information, alternatively visit the foreign office website [www.fco.gov.uk](http://www.fco.gov.uk) for more details.
- 24.4 If you need to apply for a passport or renew one, please do so well in advance.

#### **25. Lost Property**

- 25.1 Whilst we do everything possible to locate lost property, we cannot guarantee to do so or to be able to arrange for your property to be returned. Customers will need to contact our customer service team in resort or on return. If we are able to locate lost property it will be stored at the Tourism Sun Peaks Head Office for 1 month on return from the event and we can arrange for its return with proof of owner, all costs of so doing must be paid in advance along with an administration charge.
- 25.2 We reserve the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs.
- 25.3 Any property lost in resort or in venues will be handed in at the Tourism Sun Peaks office you will need to report lost or stolen property to a member of staff in resort, if we are not in receipt we will log information and provide a report, you will also need to get a police report, without this documentations, if you were to process a claim the application would be void.

#### **26. Your Data Protection**

- 26.1 We are committed to protecting your privacy. We may disclose your details such as name, contact details, travel preferences and special needs/diets that you have supplied to us in relation to yourself and your travelling companions to our suppliers for the purposes of providing you with our services. Only the information necessary for these purposes will be supplied to them.
- 26.2 The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them or required by law. Security regulations may require us to provide government agencies access to data you disclose to us and the air carrier.
- 26.3 Therefore, in making a booking with us, you consent to this information being passed to the relevant persons. We do not pass information on to any person not responsible for your holiday arrangement, and we do not sell any information or our mailing list to any other company. Please note that where your information is held by your travel agent this is subject to their data protection policy.
- 26.4 We do not share information for marketing purposes with third parties. We do hold you information for our purposes i.e. to inform you of offers and promotions or to send you our brochures. If you do not wish to receive these please let us know as soon as possible.
- 26.5 Permitted Use: You agree that you are only authorised to visit, view and to retain a copy of pages of this Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Site for any purpose other than to review event and promotional information, for personal use, or to purchase eTickets or merchandise for your personal use, unless otherwise specifically authorised by the Company to do so. You also agree not to deep-link to the site for any purpose, unless specifically authorised by the Company to do so. The



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- 26.6 No Commercial Use. No area of this Site may be used by our visitors for any commercial purposes such as to conduct sales or to provide services of any kind. You must obtain prior written consent from the Company to make commercial offers of any kind, whether by advertising, solicitations, links, or any other form of communication. We will investigate and take appropriate legal action against anyone who infringes and/or violates this provision, including without limitation, removing the offending communication from the Site and barring such violators from use of the Site. We reserve the right to block access to, or cancel an eTicket order/s on any User known or reasonably believed to be associated with any ticket broker or tout, or utilising automated means to process or place orders, or re-selling orders which have been made on the Site for commercial gain in any manner whatsoever.
- 26.7 Access and Interference: You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorised purpose without the Company's prior express written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for your own personal, non-commercial use) from our website without the prior express written permission of the Company.
- 26.8 Unauthorised Use of the Site. Illegal and/or unauthorised uses of the Site, including, but not limited to, unauthorised sales, unauthorised framing of or linking to the Site, or unauthorised use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress. Any unauthorised use of the Site will result in legal action being taken.
- 26.9 In choosing to attend the festival with professional photography and filming present taking place at all times, it is the responsibility of the customer to let us know prior to the event if you would not like to be filmed or photographed. All attendees of the festival are subject to this and the rights to all of our photography are owned by Snowbombing Canada, to use for marketing purposes as we see fit.

### **27. Photography and video**

In part consideration of receiving our services you grant us permission to use any photographs or video images featuring you, without limitations, in any of our literature including but not limited to web sites, brochures, flyers, in their original format or edited or altered in any way that we see appropriate.

### **28. Our Event Line up & Event Programming**

SBH Events reserves the right to change or alter the advertised programme and line-up of all activities without prior notification or liability to refund or part refund customers.

### **29. Visiting External Websites**

- 29.1 HTML website links contained in [www.snowbombingcanada.com](http://www.snowbombingcanada.com) may enable you to "click through" to other websites providing services which are not under the control of SBH Events.
- 29.2 SBH Events is not responsible or in any way liable for the content of such linked sites e.g. budget airline carriers.
- 29.3 The content of any external websites is, in no way an endorsement of the services provided or opinions expressed by SBH Events.
- 29.4 As external sites to [www.snowbombingcanada.com](http://www.snowbombingcanada.com), SBH Events does not guarantee that these links will be operational for any specific period and has no control over the availability, pricing and overall content of any such linked website pages.
- 29.5 Should any services be purchased from any linked external linked website pages, it is essential you read and understand any relevant terms and conditions associated with your purchase from such a website and, that by making such a purchase, you agree to be bound by these noted terms and conditions from such an external website.
- 29.6 SBH Events will not, in any event, be responsible or liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use [www.Snowbombing Canada.com](http://www.Snowbombing Canada.com) of any external websites therein listed.



29.7 In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of [www.snowbombingcanada.com](http://www.snowbombingcanada.com)

**30. Updates to the Terms & Conditions**

30.1 The above Terms and Conditions were published and last updated on 31<sup>st</sup> October 2016

30.2 SBH Events may be duty bound to update and amend these terms and conditions where deemed necessary. No notice will be given as to any revisions of the terms and conditions. SBH Events recommends that anyone bound by any of these terms and conditions ensures they are aware of any updates by viewing the terms and conditions on a regular basis.