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Terms of Use

The following are the terms of use ("Terms") that govern your use of PEI International Shellfish Festival Inc. (the "Event Organizer" and "We") sites (the "Site"). Our **Privacy Policy**, and **Purchase Policy** are also incorporated into these Terms. By visiting or using the Site, you expressly agree to these Terms, as updated from time to time. Changes may be made to these Terms at any time which, will be effective immediately.

While some of the events listed on the Site may appeal to children, the Site is not targeted at children under the age of 13, and they are not permitted to use the Site. Parents and guardians are strongly encouraged to monitor the Internet use by their children. If you use the Site, you affirm you are at least 13 years old.

Code of Conduct

You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Restrict or inhibit any other person from using the Site;
- Use the Site for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company;
- Harvest or collect information about Site users;
- Order a number of tickets for an event that exceeds the stated limit for that event;
- Use any password or code to participate in a presale or other offer on the Site if you did not receive the password or code from us or if you violate the terms of the presale or offer; or
- Use any area of the Site for commercial purposes, such as to conduct sales of tickets, products or services.

Ownership of Content and Grant of Conditional License

The Site and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that reside or are viewable or otherwise discoverable on the Site, and all tickets obtained from the Site (collectively, the "Content"), are owned by us or our licensors. We (or our licensors) own a copyright and, in many instances, patents and other intellectual property in the Site and Content. We may change the Content and features of the Site at any time.

We grant you a limited, conditional, no-cost, non-exclusive, non-transferable, non-sublicensable license to view this Site and its Content as permitted by these Terms for non-commercial purposes only if, as a condition precedent, you agree that you will not:

- Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you submit;
- Link to any portion of the Site other than the URL assigned to the home page of our site;
- "Frame" or "mirror" any part of the Site;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site;
- Remove any copyright, trademark or other proprietary rights notices contained on the Site;
- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents, including with respect to any CAPTCHA displayed on the Site. Operators of public search engines may use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We may revoke this exception at any time;
- Use any automated software or computer system to search for, reserve, buy or otherwise obtain tickets, promotional codes, vouchers, gift cards or any other items available on the Site, including sending information from your computer to another computer where such software or system is active;
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Access, reload or refresh transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three-second interval;
- Reproduce, modify, display, publicly perform, distribute or create derivative works of the Site or the Content; or
- Use the Site or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Site and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose.

This license is expressly conditioned on your pre-existing agreement to comply with, and your actual compliance with, each of the provisions described in this Ownership of Content and Grant of Conditional License section. This license exists only so long as you strictly comply with each of the provisions described in this section. Any use of the Site or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this section exceeds the scope of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative versions of the Site and Content, and infringes our copyrights, trademarks, patents and other rights in the Site and Content. You will not acquire any ownership rights by using the Site or the Content.

The registered and unregistered trademarks, logos and service marks displayed on the Site are owned by us or our licensors. You may not use our trademarks, logos and service marks in any way without our prior written permission.

Making Purchases

Please review the **Purchase Policy**, which will govern your purchase of any tickets or other products through the Site, including any refunds or exchanges. We may impose conditions on your use of any coupon, promotional code or gift card. You will pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred, including any applicable taxes. You may only use credit or debit cards, gift cards or vouchers that belong to you or to people who expressly authorize you to use such payment methods. You may not attempt to conceal your identity by using multiple Internet Protocol addresses or email addresses to conduct transactions on the Site. You will not hold Management liable if you do not comply with laws related to your transactions. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you. If We are unable to verify or authenticate any information or tickets you provide during any registration, ordering, purchase, ticket posting, sale, authentication, delivery, payment or remittance process, or any other process, or if We are no longer able to verify or authorize your credit card or bank account information, your tickets may be cancelled, We may refuse to honour all pending and future ticket purchases made with those credit card or bank accounts and/or via any online accounts associated with those credit card or bank accounts. We may also prohibit you from using the Site.

Links

The Site contains links to other websites that may not be owned or operated by the Event Organizer. The fact that We may link to those websites does not indicate any approval or endorsement of those websites. We have no control over those websites. We are not responsible for the content of those websites, or the privacy practices of those websites. We strongly encourage you to become familiar with the terms of use and practices of any linked website. Your use of other websites is at your own risk and is subject to the terms of those Websites. It is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of viruses, worms, Trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

Parental Controls

We cannot prohibit minors from visiting our Site and must rely on parents and guardians to decide what materials are appropriate for children to view and purchase. There are parental control protections (such as computer hardware, software or filtering services) available that may assist you in limiting access to material that is harmful to minors.

Access from Outside Canada

The Site is directed to people residing in Canada. We do not represent that Content available on or through the Site is appropriate or available in other locations. We may limit the availability of the Site or any service or product described on the Site to any person or geographic area at any time. If you choose to access the Site from outside Canada, you do so at your own risk.

Mobile Messaging

We offer browsing and mobile messaging services which may include alerts, Promotions and offers for products. You may choose to receive mobile alerts by signing up or participating in a Promotion. If you do, you authorize us to use automated technology to send messages to the mobile phone number you supply when you sign up. Your consent to receive mobile communications is never required in order to purchase something from us.

Message and data rates may apply, according to your rate plan provided by your wireless carrier. We will not be responsible for any text messaging or other wireless charges incurred by you or by a person who has access to your wireless device or telephone number. You may not receive our alerts if your carrier does not permit text alerts. Your carrier may not allow you to use pre-paid phones or calling plans to receive alerts.

We may send you a bounce back message for every message you send to us. Service may not be compatible with all wireless carriers or devices.

Violation of these Terms

We may investigate any violation of these Terms, including unauthorized use of the Site. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you. We may take legal action that We feel is appropriate. You agree that monetary damages may not provide us a sufficient remedy and that We may pursue injunctive or other relief for your violation of these Terms. If We determine that you have violated these Terms or the law, or for any other reason or for no reason, We may cancel your account, delete all your User Content and prevent you from accessing the Site at any time without notice to you. If that happens, you may no longer use the Site or any Content. You will still be bound by your obligations under these Terms. You agree that We will not be liable to you or any third party for termination of your access to the Site or to your account or any related information, and We will not be required to make the Site or your account or any related information available to you. We may also cancel any ticket or merchandise order, and tickets or merchandise acquired through your order. We may refuse to honour pending and future purchases made from all accounts We believe may be associated with you, or cancel a ticket or ticket order associated with any person We believe to be acting with you, or cancel your ticket postings, or exercise any other remedy available to us.

Disclaimer of Warranties

WE PROVIDE THE SITE AND THE CONTENT TO YOU "AS IS" AND "AS AVAILABLE". WE TRY TO KEEP THE SITE UP, BUG-FREE AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND TO THE EXTENT THAT APPLICABLE LAW PERMITS THE DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE SITE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE SITE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. YOU AGREE THAT THE RELEASE CONSISTUTES AN EXPRESS WAIVER OF ALL RIGHTS.

Limitation of Liability

BY PURCHASING A TICKET FROM THE EVENT ORGANIZER (a "CREDENTIAL", and the holder a "CREDENTIAL HOLDER"), CREDENTIAL HOLDER AGREES TO THE FOLLOWING TERMS: RELEASE OF LIABILITY. CREDENTIAL HOLDER EXPRESSLY ASSUMES ALL RISK OF LOSS AND DANGER TO PROPERTY OR PERSON, ARISING FROM OR INCIDENTAL TO THE EVENT FOR WHICH THE CREDENTIAL IS ISSUED, WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE EVENT. CREDENTIAL HOLDER EXPRESSLY RELEASES THE EVENT, FACILITY, MANAGEMENT,

PARTICIPANTS, PERFORMERS, EVENT ORGANIZER AND TIDAL EVENT MANAGEMENT SYSTEMS INC. (collectively "MANAGEMENT") AND ALL OF THEIR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS, FROM ANY AND ALL CLAIMS THAT THE HOLDER HAS OR MAY HAVE THAT ARISES IN ANY WAY FROM THE EVENT, INCLUDING ANY CLAIMS ARISING OUT OF THE NEGLIGENCE, OR RECKLESSNESS OF MANAGEMENT OR MANAGEMENT'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS. NO REFUNDS OR EXCHANGE. EVENT DATE AND TIME SUBJECT TO CHANGE. ALL RIGHTS RESERVED. IF THERE IS A CANCELLATION OR RESCHEDULING OF AN EVENT, MANAGEMENT IS NOT REQUIRED TO ISSUE A REFUND. AS DETERMINED BY MANAGEMENT, CREDENTIAL HOLDER MAY BE OFFERED THE OPPORTUNITY TO ATTEND A RESCHEDULED PERFORMANCE OF THE SAME EVENT, OR TO EXCHANGE THIS CREDENTIAL FOR A CREDENTIAL TO ANOTHER MANAGED EVENT, EXCEPT AS OTHERWISE PROVIDED BY LAW. Event times are subject to change without notice. This Credential is not subject to any refund under any circumstances, bears no cash value and is not redeemable for cash. If issued complimentary, this credential is not exchangeable or redeemable for any other event or performance or for any other consideration, monetary or otherwise. Credentials obtained from unauthorized sources may be lost, stolen or counterfeit, and are void. Credentials cannot be replaced if lost, stolen or destroyed, and are valid only for the event and seat for which they are issued. It is unlawful to reproduce this credential in any form.

RESERVATION OF MANAGEMENT'S RIGHTS. Management reserves the right to refuse admission to or eject any person whose conduct is deemed by management, at management's sole discretion, to be disorderly, who uses vulgar or abusive language or who fails to comply with these or other management or facility rules. Breach of any of the foregoing will automatically terminate this license and rights of credential holder. The exercise of management's rights hereunder does not entitle credential holder to a refund of the credential price or any part thereof. This credential is a revocable license and admission may be refused upon refunding the face amount of the credential, at management's discretion. Unlawful resale or attempted resale is grounds for seizure and cancellation of the credential, without compensation, at management's discretion.

TRANSMISSION OR REPRODUCTION PROHIBITED. Credential holder agrees not to transmit or aid in transmitting any description, account, picture, or reproduction of the event or performance for which this ticket is issued. Credential holder acknowledges that the event may be broadcast or otherwise publicized, and grants permission for credential holder's image or likeness to be used in any live or recorded transmission or reproduction of such event or performance.

COMPLIANCE WITH FACILITY RULES. Credential holder agrees to comply with all local or facility rules that prohibit or limit alcoholic beverages, cannibas, illegal drugs, controlled substances, cameras, recording devices, bundles and containers of any kind from being brought into the event premises.

CREDENTIAL PRICE: Unless indicated otherwise, prices included all applicable taxes and/or cash discounts (if available). CREDENTIAL PRICE IS NON-REFUNDABLE EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. You must be 19 years of age to purchase and consume alcoholic beverages. You must have a valid, government issued photo ID.

Indemnification

If anyone brings a claim against us related to your use of the Site, the Content, your User Content or your violation of these Terms, you agree to indemnify, defend and hold the Event Organizer and our affiliated companies, including Tidal Event Management Systems Inc., the event, facility, management participants, performers, and each of our officers, directors, employees, and agents, harmless from and against any and all claims, damages, losses and expenses of any kind

(including reasonable legal fees and costs). We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

Disputes, Including Mandatory Arbitration and Class Action Waiver

Any dispute or claim relating in any way to your use of the Site, or to products or services sold or distributed by us or through us, will be resolved by binding arbitration rather than in court, with the following exceptions:

- You may assert claims in small claims court if your claims apply;
- If a claim involves the conditional license granted to you as described in the Ownership of Content and Grant of Conditional License section above, either of us may file a lawsuit in a court located within Charlottetown, Prince Edward Island and We both consent to the jurisdiction of that court for such purposes; and
- In the event that the arbitration agreement in these Terms is for any reason held to be unenforceable, any litigation against us may be commenced only in a court located within Charlottetown, Prince Edward Island, and We both consent to the jurisdiction of that court for such purposes.

The arbitration agreement in these Terms is governed by the *Canada Commercial Arbitration Act* (CAA), including its procedural provisions, in all respects. This means that the CAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. This arbitration agreement is intended to be broadly interpreted, and will survive termination of these Terms. The arbitrator, and not any court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

You agree that these Terms will be governed by and construed in accordance with Prince Edward Island law to the fullest extent possible.

Privacy Policy

PEI International Shellfish Festival Inc. (the “Event Organizer” or “We”) produces the PEI International Shellfish Festival and manages www.peishellfish.com and store.peishellfish.com (collectively the “Website”) in conjunction with Tidal Event Management Systems Inc. Your privacy is very important to us. This Privacy Policy applies to the Website.

This Policy describes how We treat the personal information We collect both online and offline. This includes on our Website. It also includes at box offices or in phone or email interactions you have with us.

Our Privacy Policy has been designed with you in mind. How the policy applies to you will depend on the way in which you interact with us. For example, if you:

1. Purchase a ticket from us, we will use the information you provide us to fulfill our obligations to you in delivering that service, and, where permitted, keep you up to date about other events that may be of interest to you; and

2. When you browse our sites, we may use cookies to tailor your experience and hopefully provide you with a seamless experience.

This Privacy Policy applies to all information collected or submitted on the Website. The Website uses security measures to protect against the loss, misuse, and alteration of the information under the Event Organizer's control. We store the information in a database in a secure environment. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, the Event Organizer has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information We collect online.

The Event Organizer collects information when you use and access the Website. The information collected includes Personal Information, Contact Data, Message Data, and Traffic Data (collectively, "Customer Information"). "Personal Information" is information about you that is personally identifiable, like your name, address, email address, passwords, home and business addresses, phone numbers, and information that is not otherwise publicly available. "Contact Data" is contact information you've developed that you may provide to the Event Organizer to enhance your use of products and services. "Message Data" includes the messages sent and received using the Event Organizer's services, information about those messages, and your account activity, such as login times and message storage capacity. "Traffic Data" is anonymous information about the nature of your usage of the website and products and services and can include: IP addresses, domain servers, referring/exit pages, operating system, date/time stamp, clickstream data, type of computer or mobile phone, type of web browser, one or more cookies that identify your browser, and telecommunications carrier information. The Event Organizer, however, cannot guarantee the security of Customer Information accessible on or transmitted via the Internet.

The Event Organizer uses Customer Information to enhance your use of services by processing such information for various purposes, including providing information to you about products and services, formatting and displaying elements of Contact Data and Message Data to you and to those whom you send messages, delivering advertisements and related links, storing your messages, and other purposes relating to offering you products and services. The Event Organizer uses non-identifying and aggregate information to better design the Website and to share with advertisers and Festival-related affiliates and sponsors.

The Event Organizer may engage a third party including Tidal Event Management Systems Inc. to perform functions on our behalf, such as sending newsletters, sending requested postal mail and e-mail and SMS communications, analyzing and processing data, and providing customer service. The Event Organizer requires that these parties agree to use such information in a confidential manner and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures. These third parties may have access to Personal Information needed to perform their functions, but the Event Organizer will not authorize them to use it for other purposes. The Event Organizer does not disclose Customer Information to third parties, except when one or more of the following conditions is true:

- i. The Event Organizer has the individual's permission to make the disclosure;
- ii. The disclosure is permitted by law or mandatory professional standards;
- iii. The disclosure is reasonably related to the sale or other disposition of all or part of the Event Organizer's business or assets or in connection with a corporate merger, consolidation, or other corporate reorganization;
- iv. The personal information to be disclosed is publicly available;

- v. The party to whom the disclosure is made controls, is controlled by, or is under common control with the Event Organizer;
- vi. The disclosure is reasonably necessary for the establishment or maintenance of legal claims; and,
- vii. The disclosure is to persons or entities for whom the Event Organizer is providing or receiving services, provided the disclosure is consistent with the purpose for which the personal information was obtained.

The Event Organizer may share with third parties certain aggregated, non-personal information and Traffic Data, but such information will not identify you individually. The Event Organizer may share Customer Information when legally required to do so or at the request of governmental authorities conducting an investigation.

The Event Organizer may share your Customer Information with a third party if you have consented to receive information from that third party through registration from a co-branded version of the Event Organizer service operated with a third party or through a communication or promotional program of a third party that is enabled by the Event Organizer's service. Such third parties will handle, store, retain and access such user information in accordance with the terms and conditions of their agreements with you, if any, as well as their own privacy policies. It is your responsibility to carefully review such agreements and privacy policies. You acknowledge that the Event Organizer shall have no liability to you for sharing of such information to such third parties and the Event Organizer disclaims any and all liability relating thereto.

If the Event Organizer desires to use Personal Information for any purposes other than those described in this Privacy Policy, the Event Organizer will offer you the opportunity to opt out of such use of your Personal Information for those other purposes.

When you visit the website, the Event Organizer may send cookies to your computer that uniquely identify your browser. The Event Organizer uses cookies to improve the quality of the Event Organizer's service, by storing user preferences and tracking usage information. At no time does the cookie reveal your name, address, or e-mail address (even if you have entered that information in specific areas of the website). Most browsers allow you to disable cookies or set your browser to alert you when cookies are being sent to your computer. If you reject or disable cookies, you may not be able to utilize certain products and services of the Event Organizer or may not be able to access all areas of the site.

The Event Organizer limits access to Customer Information to the Event Organizer's personnel who need to come into contact with that information to provide products or services to you or in order to do their jobs. The Event Organizer has physical, electronic, and procedural safeguards to protect the loss, misuse, and alteration of the Customer Information under its control. Customer Information that the Event Organizer collects is stored in a secure manner that is accessible only by the Event Organizer's authorized personnel and is only disclosed under the provisions of this Privacy Policy.

As a convenience to you, the Event Organizer may provide links to third-party websites from within the Event Organizer's Website or the Event Organizer's products or services. The Event Organizer is not responsible for the privacy practices or content of these third-party sites.

The Event Organizer reserves the right, at its discretion, to change, update or modify this Privacy Policy at any time by posting such change, update or modification on the website. Any such change, update or modification will be effective immediately upon posting on the website and, if required by applicable law, notice to you via the Event Organizer's service. Please check this policy

periodically for changes. Your continued use of the Website and/or any products and services of the Event Organizer following the posting of changes will mean you accept those changes. Use of information that the Event Organizer gathers is subject to the Privacy Policy in effect at the time of use. If you become aware that Personal Information the Event Organizer maintains about you is inaccurate, or if you would like to update or review your Personal Information, you may contact the Event Organizer by using the contact information below. If you have any questions or comments regarding this Privacy Policy or the information collection practices of the Event Organizer, please contact us by sending an email to info@peishellfish.ca.

Purchase Policy

ALL SALES ARE FINAL, ABSOLUTELY NO REFUNDS OR EXCHANGES.

Event components and schedules are subject to change without notice.
TOTAL PURCHASE SUBJECT TO 15% HST.

Credit card statements may reflect charges from: Tidal Event Management Systems Inc.

Our goal is to make your purchasing experience easy, efficient, and equitable, so we can get you on your way to live events as quickly as possible. The following policy is designed to ensure your satisfaction and understanding of the purchase process on our sites. This Purchase Policy applies to any purchases on the Event Organizer's website (the "Site"), including any primary ticket sales and ticket resale transactions, such as Fan-to-Fan. Please also review our **Terms of Use**, which govern your use of our Site, and your purchase, possession, or use of any tickets, products, or services of the Event Organizer or Tidal Event Management Systems Inc.

Currency

All ticket prices for events that occur in Canada are stated in Canadian Dollars.

Payment Methods

We accept several methods of payment to accommodate your needs, including (among others) American Express, Visa, and MasterCard.

Who You Are Buying From

Tidal Event Management Systems Inc. ("Tidal") acts as the agent to those who provide events, such as artists, venues, teams, fan clubs, promoters, and leagues (the "Event Organizer"). We generally sell tickets on behalf of the Event Organizer through the Site; as such, when you purchase a ticket for an event, Tidal will be handling the transaction and collecting payment for the Event Organizer.

Tickets that are obtained from unauthorized sources, and not directly through the Site, may be lost, stolen, or counterfeit, and, if so, are void.

Pricing and Availability

Tidal sells tickets on behalf of Event Organizers, which means Tidal does not set the ticket prices or determine seating locations. Event Organizers typically set the face price of their tickets. Tickets are generally sold through several distribution points, including websites, apps, and box offices. Most distribution points generally access the same ticketing system and inventory; therefore,

tickets for popular events may sell out quickly. Occasionally, additional tickets may be available prior to the event. However, we do not control this inventory or its availability.

Further, with respect to resale tickets purchased from the Site:

Market prices are subject to change at any time prior to Order Confirmation (as defined below), and Tidal does not guarantee that you will be able to purchase the tickets for the prices shown on the Site, or that such tickets will be available, until Order Confirmation. Neither Tidal or the Event Organizer is responsible for any typographical or system errors within the inventory listed for sale. If an error is found while processing your order, you will be notified of the error and a substitution will be made when available, at no additional cost, or we will issue a refund. Please check your tickets carefully once they arrive, and please contact us if you have any questions regarding the tickets you received. We may charge fulfillment, shipping, service, or other fees for using our services. We may change such fees at any time, including after you post your tickets.

Order Confirmation and Processing

Your order is confirmed when we send you a confirmation, in the form of a confirmation page, email and/or text message (“Order Confirmation”). If you do not receive an Order Confirmation after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. We will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

Service Fees, Order Processing Fees, Taxes, and Shipping Charges

Tickets purchased on our Site are typically subject to, among other possible fees, a per ticket service fee and a per order processing fee. We collect tax as required by the laws of Prince Edward Island. We may display the tax separately or include it in the total service fee amount.

Number of Tickets or “Ticket Limits”

When purchasing tickets on the Site, you are limited to a specified number of tickets for each event (also known as a “ticket limit”). This ticket limit is posted during the purchase process and verified with every transaction. This policy is in effect to discourage unfair ticket buying practices. Each account must be linked to a unique individual, and must contain valid and verifiable information. Multiple accounts may not be used to circumvent or exceed published ticket limits. If you exceed or attempt to exceed the posted ticket limits, we reserve the right to cancel, without notice, any or all orders and tickets, in addition to prohibiting your ticket purchasing abilities. Any tickets canceled due to violating the posted ticket limit may be refunded at face value (excluding fees). This includes orders associated with the same name, e-mail address, billing address, credit card number, or other information.

Opening Acts / Festival Acts

Opening acts, guests, or undercards (each an “Opening Act”) may sometimes tour with headlining performers. We are not always made aware of Opening Acts or the length of their performances. Opening Acts, as well as festival performers, are subject to change or cancelation at any time without notice. No refund will be owed if an Opening Act or festival performer is changed or canceled.

Canceled, Postponed, Rescheduled, and Moved Events

Occasionally, events are canceled, postponed, rescheduled to a different date or materially different time, or moved to a different venue:

If the event is canceled: no action is required to obtain a refund; we will issue a refund to the original method of payment used at time of purchase, once funds are received from the Event Organizer. In some cases, the Event Organizer may also give you the option to choose either a credit or a refund; if so, we will send you a notification explaining your options, and how to submit a request for a credit.

If the event is postponed, rescheduled, or moved: your ticket(s) (including any additional add-ons or upgrades, such as parking) are still valid, and no further action is required. However, the Event Organizer may approve refunds, or the option to choose between a refund or a credit, for the event; any refund and/or credit policies are determined on an event-by-event basis by the Event Organizer, and may be subject to limitations set by the Event Organizer. If the Event Organizer approves refunds and/or credits, we will send you a notification explaining your options, and you may submit a request for a refund or credit. Alternatively, you may simply keep your ticket(s) to the postponed, rescheduled, or moved event.

If your event is canceled, postponed, rescheduled, or moved, we will attempt to contact you to update you on the status of the event, and inform you of any refund, credit, or exchange procedures. For exact instructions on any particular canceled, postponed, rescheduled, or moved event, please check the event information online and in your account (which will include the most current information on the status of the event), or contact us. We will not be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled, postponed, rescheduled, or moved event.

All sales are final and refunds are only allowed in limited circumstances, as explained in this section and the Canceled, Postponed, Rescheduled and Moved Events section above. Before purchasing tickets, carefully review your event and seat selection. Policies set forth by Event Organizers generally prohibit us from issuing exchanges or refunds after a ticket has been purchased, or for lost, stolen, damaged, or destroyed tickets. Tickets therefore cannot be replaced if they are lost, stolen, or damaged.

Refunds.

If your event is eligible for refunds and funds have been received from the Event Organizer, We will issue a refund of the ticket price you paid (or, for a discounted ticket, then instead the discounted ticket price paid), any service fees, and any additional add-ons or upgrades (such as parking).

If a refund is issued, it will be processed to the original method of payment used at time of purchase. We cannot issue a refund to a different credit or debit card. If your credit card or debit card number has changed, but is for the same account (e.g., a new card has been issued for the same account), the refund will be processed to that account.

Credits.

The Event Organizer may provide the option to request a credit for canceled, postponed, rescheduled, or moved events; if so, we will send you a notification, and you can submit a request for credit in your account. Credits are provided by the Event Organizer, and not by Tidal. Credits may be applied toward the purchase of eligible event tickets and ancillary purchases (such as

parking) at the same venue (or, in some cases, at one of a number of venues designated by the Event Organizer) during the timeframe specified by the Event Organizer. Credits cannot be used for resale tickets, third-party tickets, ticket insurance, or gift cards. The Event Organizer will determine which future events, venues, and ancillary purchases are eligible, as well as the amount of the credit (including any potential promotional amount). The amount of the credit will always include at least 100% of the price of the original ticket(s), plus fees and taxes. The amount of the credit will not include any additional add-ons or upgrades included in your original purchase (such as parking), which will be refunded to your of payment used at time of purchase. Once you've requested to receive credit and we've verified your order is eligible for credit, we'll send you a credit code which you can use for eligible purchases, along with instructions for redeeming that credit. Please note that credits typically have an expiration date, and must be used before that date. The email that you received with your credit code will contain the expiration date for your credit; you can also find the expiration date in your online account, under "Gift Cards & Codes."

Credits are non-transferable, may not be sold, are not redeemable for cash, and may not be combined with other promotions. Credits may not be applied to previously placed orders and may not be redeemed to purchase tickets for the same event as the tickets in your original purchase for which you accepted the credit.

Please note that, if the Event Organizer offers you a choice of either a refund or a credit, you cannot get a partial refund; whatever selection you make (i.e., refund or credit) will apply to your entire order, and cannot be split between refund and credit.

Any and all requests for a refund or credit are final and cannot be changed once initiated.

Account, Order, and Billing Information Verification

All information on accounts and orders must be valid and are subject to verification. Orders are subject to credit card approval, and are processed only after the billing address associated with your credit card and other billing information have been verified. Orders that are placed, or attempted to be placed, using an account with any information that is found to be false, misleading, incorrect, or incomplete, or that cannot be verified as belonging to the account holder—such as name, address, email address, phone number, IP address, or other account or billing information—are subject to cancelation, at any time. Furthermore, if your order is canceled for any of the foregoing reasons, we may sell your tickets to another customer without further notice.

Delivery Options

Different combinations of delivery methods may be offered, depending on a number of factors—including (but not limited to) the venue where the event is to be held, the country in which you live, whether the event is in person or virtual, how much time is left before the event starts, whether it is a holiday season, and the nature of the demand for the event. Delivery options are determined by the Event Organizer and can vary from event to event. Please carefully review the list of delivery methods offered during the purchase process. For security purposes, we can only ship tickets to the billing address on file with the method of payment that is used for your purchase.

Generally, some of the following delivery methods may be offered:

- Mobile
- Print-at-Home
- Physical Tickets

Pricing and Other Errors

If the amount you pay for a ticket is incorrect (regardless of whether it is incorrect because of an error in a price posted on the Site or otherwise communicated to you), if you are able to order a ticket before its scheduled on-sale or presale date, or if you are able to order a ticket that was not supposed to have been released for sale, then we will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether the error occurred because of human error or a transactional malfunction of the Site or other Tidal operated system. We will not be liable for travel or any other expenses that you, or anyone else, incurs in connection with errors of this nature. If a refund is processed in error, or a refund exceeds the original amount paid, we reserve the right to recharge the original method of payment used at time of purchase.

Multiple Browser Windows

When ordering tickets online with us, please ensure you are looking for tickets and placing an order using only one browser window. Looking up tickets using multiple browser windows could result in losing your tickets, errors occurring during the purchase process, or timer expiration.

Limitation of Liability

Balls, pucks, and other objects may fly into the spectator area during an event. Despite spectator shielding, injury can occur. Stay alert at all times before, during, and after play or performance. If struck, immediately ask an usher for directions to a medical station. You voluntarily assume all risks and danger incidental to the event for which the ticket is issued, whether occurring before, during or after the event, and you waive any claims for personal injury or death against Tidal Event Management Systems Inc., the Event Organizer, the event, facility, management participants, performers, and all of their owners, officers, directors, employees, contractors and agents and against any companies affiliated with Tidal Event Management Systems Inc., or the Event Organizer, on behalf of yourself and any accompanying minor. You bear all risks of inclement weather. Event date and time are subject to change. Please see the Limitation of Liability section in the Terms of Use for additional limits on our liability.

You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness—including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the event, and regardless of how caused or contracted—and you hereby waive any and all claims and potential claims against Tidal Event Management Systems Inc., the Event Organizer, the event, facility, management participants, performers (collectively “Management”) and all of their owners, officers, directors, employees, contractors and agents and against any companies affiliated with Tidal Event Management Systems Inc., or the Event Organizer—relating to such risks, hazards, and dangers.

License; Ejection and Cancellation; No Redemption Value

As detailed in the Terms of Use, you agree to comply with all of the Event Organizer’s applicable rules, policies, terms, and conditions (“Event Organizer Rules”). The Event Organizer reserves the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language, or who fails to comply with Event Organizer Rules. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and admission may be refused. A ticket is not redeemable for cash.

Recording, Transmission and Exhibition

You agree that the event for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to us, the Event Organizer(s), our partners, licensees and assigns, including but not limited to our brand and media partners, to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after play or performance) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf. In the case of virtual events, you may view the virtual event solely for your own personal purpose. You may not record, copy, publicly exhibit, transmit, or distribute any virtual event through any means, resell views of any virtual event, or allow others to log into your account for the purpose of watching a virtual event.

You Are Subject to Search

You and your belongings may be searched on entry to the event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation: firearms, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.

Unlawful Resale of Tickets; Promotions

Unlawful resale (or attempted unlawful resale) of tickets, including but not limited to counterfeit or copy of tickets, is grounds for seizure and cancelation without compensation. Certain maximum resale premiums and restrictions may apply in some states, and We cannot be responsible for providing legal advice regarding resale or pricing of tickets. You are responsible for complying with all applicable ticket resale laws. In addition, we reserve the right to restrict or deny ticket purchasing privileges to anyone that We determine to be, or to have been, in violation of our policies. Because We do not guarantee the authenticity of tickets purchased from any non-authorized third-party reseller (such as brokers or individuals), We recommend that you purchase tickets directly through us, through authorized partners, or from the venue box office to ensure ticket authenticity. Tickets may not be used for advertising, promotions, contests, or sweepstakes, unless formal written authorization is given by us.