

## **PENTICTON SPEEDWAY EVENT AND TICKETING TERMS & CONDITIONS**

By opting to purchase, allocate or possess tickets to **PENTICTON SPEEDWAY**, you automatically agree to our terms of use. If you have problems with any of the clauses listed below or do not agree with the risk allocations mentioned here, please do not purchase tickets or try to enter the **PENTICTON SPEEDWAY** premises. Please note that **PENTICTON SPEEDWAY** reserves the right to make changes, revisions, and amendments, or add/remove sections from this set of terms and conditions - without any prior notifications to you. Such changes will be duly reflected on the website of the **PENTICTON SPEEDWAY**. These changes will relate back to the date of purchase of **PENTICTON SPEEDWAY** tickets.

### **PROHIBITED ITEMS**

Please note that **PENTICTON SPEEDWAY** reserves the right to make search bags or vehicles in the Tailgate Section for any items not allowed at the **PENTICTON SPEEDWAY** – These items include BBQs, *Outside food/drink, alcohol, weapons, professional recording devices and cameras, and illegal drugs*. If found with any of the banned items, your tickets will become invalid and you will be escorted off the property immediately with a high potential of being banned from returning again.

### **RIGHTS TO IMAGES**

Please note that **PENTICTON SPEEDWAY** reserves the right to take images and use those images for promotional content for the **PENTICTON SPEEDWAY** – By opting to purchase, allocate or possess tickets to **PENTICTON SPEEDWAY**, you automatically agree to our terms of use for imagery.

### **LIABILITY & MORE**

The ticket you purchase represents a revocable license for you to access **PENTICTON SPEEDWAY** on the given event date when **PENTICTON SPEEDWAY EVENT** is scheduled to be hosted. The license includes the revocable right to attending the **PENTICTON SPEEDWAY**. This license can be revoked at any time by the issuer at its sole discretion, without any prior notifications or compensation options. If the license is revoked, you will not be granted entry at the venue.

The bearer has to assume full responsibility of the **PENTICTON SPEEDWAY** tickets, once (s)he receives it. **PENTICTON SPEEDWAY** has no liabilities - financial, legal, or

otherwise - in case the delivered tickets are stolen, lost, damaged, destroyed or rendered unusable in any other way.

Kindly note that **PENTICTON SPEEDWAY** website is the sole authorised source for purchasing **PENTICTON SPEEDWAY** tickets. If you obtain your ticket(s) from any other unauthorised source, you take on the risks of those tickets turning out to be counterfeit or reported to be stolen. The issuer has the right to dishonour such stolen/counterfeit tickets and declare them as void.

The **PENTICTON SPEEDWAY** tickets delivered to you are not meant to be used for illegal reselling, copying, reproducing, or misrepresenting in any form. You cannot use the ticket(s) for any promotional/advertising purposes either (*including sweepstakes and competitions*) without our prior approval. Any proven record of such activities will result in immediate seizure and cancellation of your ticket(s).

Please note that **PENTICTON SPEEDWAY** tickets cannot be redeemed against cash, credits, or any other benefits.

**PENTICTON SPEEDWAY** has the right to investigate if there has been any violation of the **PENTICTON SPEEDWAY** ticketing terms and conditions. In case of any conflicts, the decision of **PENTICTON SPEEDWAY** will be deemed final (*i.e., the issuer will remain the final arbiter in cases of disputes*).

The event service will be deemed to have been delivered in its entirety as soon as the 24 hour period prior to the event start time. From that point on, no refund requests will be entertained.

If you are not able to access any particular section(s) of the venue - **PENTICTON SPEEDWAY** - due to delays, federal regulations, organiser policies, weather-related problems, emergencies, venue shutdown/evacuation or any other reasons, you may or may not be eligible for any refunds or future credits.

If **PENTICTON SPEEDWAY** is cancelled in its entirety due to any unforeseen circumstances, **PENTICTON SPEEDWAY** has the sole and absolute right to:

- i) reschedule the event, or
- ii) issue a partial/full refund, or
- iii) not issue any refunds.

Please note that the decision of the issuer in such cases will be deemed final and binding.

If **PENTICTON SPEEDWAY** is cancelled due to any factors or causes not in the control of the issuer, the latter will offer a partial or full refund, or postpone the event, or provide a comparable '*make good*' option. These factors will be inclusive of, but not limited to, natural disasters, federal/state announcements, strikes, delays in production, and the like. Once again, the decision of **PENTICTON SPEEDWAY** will be considered final.

If **PENTICTON SPEEDWAY** has to be rescheduled to other dates, you will not be eligible for any refunds. In case the event is fully canceled, the refund, if issued, will include **ONLY** the face value/printed value of the ticket(s). The bearer cannot, under any circumstances, claim refunds on shipping fees, processing fees, handling fees, and such other charges.

Losses, if any, occurring due to foreign exchange fluctuations at the time of refunds, have to be borne by the purchaser. **PENTICTON SPEEDWAY** cannot be, in any way, held liable for that.

At the time of entering the event venue, you are required to produce the ticket and a valid identification document (ID). By presenting an ID, you confirm that all details present on it are accurate and updated.

By purchasing **PENTICTON SPEEDWAY** tickets and presenting the same at the venue, you give your consent to **PENTICTON SPEEDWAY** to collect certain information about yourself (*name, picture, date of birth, gender, address, etc.*) for verification and storage. You hereby agree to forego all types of surcharge claims - full or in part - and all claims & entitlements related to it.

**PENTICTON SPEEDWAY** does not take any responsibility to personal/financial damages caused to you at the venue, or for any items lost/stolen/misplaced at the venue. Financial reimbursement claims on these counts will not be entertained.

**PENTICTON SPEEDWAY** and **PENTICTON SPEEDWAY** follow a common 'zero-tolerance policy' towards unauthorised drug usage or carrying at the venue, AND towards any type of behaviour/actions that can be interpreted as lewd or obscene. If you are found in possession of prohibited items at **PENTICTON SPEEDWAY** and/or if you indulge in any objectionable action, your participation in the event will be terminated immediately. Your event ticket(s) will become void from that point on.

Please note that you purchase **PENTICTON SPEEDWAY** tickets on your own free will. As such, you do not have the right to initiate a chargeback claim or dispute on the provider of the credit card/debit card that had been used for the transaction. Further refund/return/cancellation requests will not be entertained either.

In all cases of disputes between the ticket-bearer and the ticket-issuer, the decision of the latter will be deemed final. In case a dispute cannot be resolved, the help of an independent third-party arbiter will be sought.

