

TORONTO 2015 Pan Am/Parapan Am Games Ticket General Terms and Conditions

These Conditions govern all Tickets issued for the TORONTO 2015 Pan Am/Parapan Am Games and the subsequent admission to any Venue to attend any Event. All capitalised terms used herein shall have the meanings given to them in paragraph 35 of these Conditions. All Tickets are issued by TO2015, the organising committee, pursuant to authority granted by PASO and the IPC/APC. Any person who purchases, possesses and/or uses or attempts to use any Ticket shall be deemed to have fully and irrevocably accepted and agreed to comply with these Conditions. These Conditions will be printed in abbreviated form on each Ticket. In the case of any conflict or ambiguity between these Conditions and the abbreviated form printed on a Ticket, these Conditions will prevail.

Venue Regulations

1. These Conditions incorporate the Venue Regulations, a copy of which is available at www.toronto2015.org. If you fail to comply with the applicable Venue Regulations, you may be refused entry to, or be evicted from, the Venue. In the case of any conflict or ambiguity between any term(s) of these Conditions and any term(s) of the Venue Regulations, the terms of these Conditions will prevail.

Ticket Purchase

2. Tickets may only be purchased through TO2015 (directly or via an Official Ticketing Agent), the Authorized Ticket Resellers, or through any other sale or transfer mechanism authorized in writing by TO2015. A full list of authorized sales channels is available at www.toronto2015.org. Tickets are non-transferable except as set out herein and are only valid for use by a Permitted Purchaser, and not by any other person.
3. The sale or other issuance of any Ticket is final and non-refundable except as outlined in paragraphs 19-24 of these Conditions or as required by applicable Canadian law. TO2015 reserves the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged or forged, or any Ticket which is unreadable or incomplete.

Ticket Use & Prohibitions on Transfers

4. It is an essential condition of the issuance of each and every Ticket and the right of admission to a Venue that THE TICKET MUST NOT BE SOLD OR OFFERED, EXPOSED OR MADE AVAILABLE FOR SALE, OR TRANSFERRED OR OTHERWISE DISPOSED OF, EXCEPT WHERE ALL OF THE FOLLOWING CRITERIA ARE MET:
 - a) the sale, transfer or disposal must not be for a value greater than the Original Sale Price of the Ticket;
 - b) the Ticket must not be offered publicly (including on any website) and the sale, transfer or disposal must not take place in the course of any business or for the purpose of facilitating a third party's business;
 - c) the sale, transfer or disposal must be made strictly subject to these Conditions (and the transferee's acceptance thereof) which shall be binding upon the transferee in full as if the transferee was the Ticket Purchaser, save only



that such transferee shall have no right to transfer the Ticket under this paragraph 4 nor any right to a refund under paragraphs 19-24 of these Conditions; and

- d) the transferee is a natural person, who is known to the Ticket Purchaser personally and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket, and the Ticket must be for the transferee's personal use only.
5. Notwithstanding paragraph 4 above, it is an essential condition of the issuance of each and every Ticket and the right of admission to a Venue that, the Ticket must not be:
 - a) transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business;
 - b) transferred, used or otherwise disposed of:
 - i. in relation to any promotional or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise); or
 - ii. to enhance the demand for any other goods or services;
 - c) transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket;
 - d) transferred, used or incorporated as part of any hospitality or travel package; and/or
 - e) bundled with any other good(s) or service(s) (including as part of any hospitality or travel package), in each case without the prior express written authorization of TO2015.
6. The Ticket Holder must, upon request by TO2015 or any Authorized Person, give a full explanation as to how, from whom (including full contact details) and from where his/her Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a satisfactory, or any, explanation, TO2015 may, in its absolute discretion, cancel the Ticket(s) immediately.
7. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of paragraphs 4 or 5 of these Conditions may be cancelled and any person seeking to use the Ticket may be refused admission to or evicted from the Venue without refund or compensation, even if the Ticket Holder did not have prior notice of these Conditions or the breach thereof. Further, TO2015 may pursue any other remedies available in relation to the breach.
8. The Games is governed by the Ticket Speculation Act (Ontario, Canada) and all applicable Municipal codes. Every person who, being the holder of a Ticket, sells or disposes of the Ticket at a higher price than that at which it was first issued, or endeavours or offers so to do, is guilty of an offence and on conviction is liable to a fine.

Venue Entry & Requirements

9. Admission to a Venue will only be authorized upon presentation of a valid Ticket (one Ticket will be required for each person, with the exception of any child aged under 24 months and who will not occupy a separate seat within the venue) and, upon request, proof of identity with valid photograph and signature. A valid Ticket permits the Ticket Holder to occupy, at the relevant Event, the position indicated on that Ticket or such other alternative



position as TO2015 may allocate acting reasonably. Any Ticket Holder leaving a Venue will not be re-admitted and no pass-outs will be permitted.

10. Admission to a Venue will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving, or considered by any Authorized Person likely to behave, violently, harmfully or in a manner contrary to public order and/or safety. Admission may be refused to any person who attempts to bring any Prohibited Item into a Venue.
11. It is an essential condition of issuance of any Ticket and the right of admission to a Venue that a Ticket Holder is expressly prohibited from:
 - a) bringing into a Venue any Prohibited Item including (without limitation) bottles, glass, cans, weapons, fireworks, hard cool boxes, compressed gas containers, flares, air horns, smoke bombs and/or flag sticks; alcohol and/or illegal substances; food and drink other than a small amount of sealed bottled water for personal consumption; banners, signs or materials displaying political, religious, offensive or race-related messages, slogans or images; any item that is dangerous, hazardous and/or illegal or that may be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue; and/or any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing still or moving pictures) other than for personal use. Prohibited Items may be removed, confiscated and/or destroyed at the discretion of any Authorized Person;
 - b) possessing, bringing into, or using within a Venue any sponsorship, promotional or commercial items or materials (of whatever nature) without the prior written authorisation of TO2015 (the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within any Venue);
 - c) whilst within any Venue, engaging in any form of ambush marketing (whether by invasion, intrusion or otherwise), gambling, conducting any commercial activity whatsoever, or offering (either for free or for sale), selling or possessing items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without the prior written authorisation of TO2015. Any such items may be removed, confiscated and/or destroyed at the discretion of any Authorized Person;
 - d) whilst within any Venue, engaging in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object (including, without limitation, onto the Playing Surface), instigating violence, racism or xenophobia, behaving in a way that any reasonable person may interpret as provocative, threatening, discriminatory and/or offensive, creating or posing any threat to the life or safety of themselves or any other person(s), or harming any other person(s) in any way; and/or
 - e) whilst within any Venue, entering or circulating in restricted access areas or other areas where that person is not permitted, including (without limitation) the Playing Surface, climbing lighting masts, fences, roofs and other apparatus or constructions, or standing on seats.



12. No Ticket Holder shall be permitted to enter, attend or remain in attendance at any Venue where that person is banned by any competent authority and/or sports governing body from attending the Venue or the Event and/or from receiving any Ticket.
13. EACH TICKET HOLDER ADMITTED TO A VENUE ACKNOWLEDGES THAT HIS/HER PRESENCE AND/OR MOVEMENT IN AND AROUND THE VENUE IS AT HIS/HER OWN RISK AND THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, TO2015 NOR ANY AUTHORIZED PERSONS ARE LIABLE FOR ANY LOSS, DAMAGE AND/OR HARM, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR LOSS, OR ANY OTHER LOSS AND/OR HARM ARISING FROM AND/OR OCCURRING DURING HIS/HER ATTENDANCE AT THE VENUE AND, WITHOUT LIMITATION TO THE FOREGOING, EACH TICKET HOLDER AGREES THAT NO CLAIM, COMPLAINT OR PROCEEDING WILL BE BROUGHT IN RELATION TO THE FOREGOING.
14. EACH TICKET HOLDER SHALL INDEMNIFY AND HOLD TO2015 (INCLUDING THE OFFICIAL TICKETING AGENT), PASO, THE IPC/APC AND ALL AUTHORIZED PERSONS HARMLESS FROM AND AGAINST ALL LOSS, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO THE COSTS OF ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF THESE CONDITIONS) SUFFERED OR INCURRED BY ANY OF THEM IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, A BREACH BY THE TICKET HOLDER OF ANY OF THESE CONDITIONS.
15. For the purposes of safety, security and/or checking compliance with these Conditions, each Ticket Holder shall, if requested by any Authorized Person, co-operate and comply fully with the instructions and guidelines of such Authorized Person (including by producing a valid Ticket and proof of identity with valid photograph and signature). A Ticket Holder may be requested to submit to a body check and/or a search of his/her possessions for the purposes of locating and removing any Prohibited Item, and any refusal by the Ticket Holder may result in refusal of admission to or eviction from the Venue.
16. The Ticket Holder acknowledges that he/she is individually responsible for his/her own property brought to and into a Venue (including Prohibited Items) and that there is no storage available at a Venue for any such items.

Media & Recordings

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



- b) agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness captured whilst present at or about the Venue (by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
- c) acknowledges and agrees that TO2015 is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound or images taken within a Venue (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and
- d) hereby unconditionally and irrevocably grants to TO2015 a perpetual, exclusive, freely assignable and royalty-free licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder within a Venue in breach of paragraph 17 of these Conditions.

Refund & Cancellation

- 19. TO2015 does not guarantee that the Event for which a Ticket is issued will take place at the date, time and Venue indicated on the Ticket. TO2015 reserves the right to make alterations to the time, date and Venue of any Event or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation), force majeure, safety and security concerns or decisions from any Authorized Person or other competent authority. In the event of such alteration, neither TO2015 (including the Official Ticketing Agent) nor PASO or the IPC/APC will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraph 20 of these Conditions.
- 20. The following refund policy will apply:
 - a) If the Ticket is for an Event which is delayed but completed on the same calendar day, Ticket Holders shall not be eligible for a refund and there will be no Ticket exchanges for another Event.
 - b) If the Ticket is for an Event which is interrupted after it begins, and TO2015 determines that it was substantially completed, Ticket Holders shall not be eligible for a refund and there will be no Ticket exchanges for another Event.
 - c) If the Ticket is for an Event which commences as scheduled, is interrupted after it begins, and TO2015 determines that the Event was not substantially completed, and the Event is rescheduled to take place as a new Event, the Ticket Holder may:
 - i. Retain their original Ticket for admission to the rescheduled Event; or
 - ii. Apply for a refund for the Face Value of their Ticket(s).
 - d) If the Ticket is for an Event which commences as scheduled, is interrupted after it begins, and TO2015 determines that the Event was not substantially completed, and the Event is rescheduled as part of an existing Event (i.e. does



not take place as a new Event), the Ticket Holder will receive an automatic refund within 30 working days of the rescheduling of the Event.

- e) If the Ticket is for an Event which is rescheduled, before commencing, to an alternate day or venue the Ticket Holder may:
 - i. Retain their original Ticket for admission to the rescheduled Event; or
 - i. Apply for a refund for the Face Value of their Ticket(s).
 - f) If an Event is cancelled (i.e. not held at all) the Ticket Holder will receive an automatic refund within 30 working days of the cancellation of the Event.
21. TO2015 shall not be required to refund any fees or charges paid in addition to the Face Value of the Ticket (for example, any postage or courier charges) except where required by applicable Canadian law. No interest or costs will be payable in respect of any monies refunded. TO2015 will not be liable for any associated costs, expenses or losses (including, without limitation, any indirect and/or consequential loss, such as for travel to the Venue or any accommodation costs).
22. Where application for a refund under paragraph 20 (c) and (e) of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If TO2015 initiates a refund process, the Ticket Purchaser will be advised of the process and the prescribed deadline for refund, through the media or via direct communication, within 30 working days of the cancellation or rescheduling of the Event or the cancellation of the Games. The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket in order to be eligible for a refund. To avoid any doubt, TO2015 shall not be required to issue a refund in relation to any Ticket which it reasonably believes has been the subject of a sale, transfer or disposal in breach of paragraphs 4 or 5 of these Conditions.

General

23. Personal information about a Ticket Purchaser will be collected and stored in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), R.S.O. 1990, c. F. 31, as amended, in support of the Toronto Organizing Committee for the 2015 Pan American and Parapan American Games' mandate to plan, organize and stage the TORONTO 2015 Pan Am and Parapan Am Games. The Ticket Purchaser's personal information will be used to identify the Ticket Purchaser, administer the ticketing process, communicate with the Ticket Purchaser for Games related purposes, and for enforcement and access control purposes. The Ticket Purchaser has a right of access to, and correction of, his/her personal information. Ticket Purchaser personal information will be used and disclosed in accordance with our Privacy Policy, which can be accessed at <http://www.toronto2015.org/privacy-policy>. Should you have any questions concerning the collection, use or disclosure of your personal information, please contact our Freedom of Information and Privacy Coordinator, 25 Dockside Drive, 7th Floor, Toronto, Ontario, Canada M5A 0B5, 416.957.2015.
24. In the event that any provision(s) of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision(s) shall be severed to the extent necessary in that



- jurisdiction, and the remainder of these Conditions will remain in effect as if such provision(s) had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.
25. TO2015 RESERVES THE RIGHT TO MAKE AMENDMENTS TO THESE CONDITIONS FROM TIME TO TIME AT TO2015'S SOLE DISCRETION AND WITHOUT NOTICE (INCLUDING BY AMENDING OR SUPPLEMENTING THE VENUE REGULATIONS). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available at www.toronto2015.org and, upon request, from TO2015 at the address set out in paragraph 28 of these Conditions.
 26. Any information requests or other correspondence in relation to these Conditions should be addressed to: Ticketing Department, TO2015, Corus Quay, 25 Dockside Drive, 7th Floor, Toronto, ON M5A 0B5.
 27. These Conditions will be governed by and interpreted in accordance with the laws of Canada. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at an Event will be submitted to the competent Court in Canada. Notwithstanding the foregoing, TO2015 reserve the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with the laws of Canada.
 28. Any breach of any Condition set out herein may, in addition to any other remedy that TO2015 may have (including claiming under the indemnity provided in paragraph 14 of these Conditions), and even if the Ticket Holder did not have prior notice of the Condition or the breach, result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or his/her eviction from the Venue, in each case without refund or compensation. No failure or delay by TO2015 to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.
 29. All Tickets (and the copyright in all Tickets) remain the property of TO2015. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets must, upon the request of any Authorized Person, be delivered up to that Authorized Person. Such actions are without prejudice to other remedies which may include a fine and/or legal action.
 30. To the fullest extent permitted by law, all implied representations or warranties are excluded.

Definitions

31. When used in these Conditions, the following capitalised terms shall have the following meanings:
 - "Authorized Person(s)"** means collectively all Games management, Venue management, Municipal and Provincial law enforcement agencies, the Integrated Security Unit, Canadian Government and local Government agencies responsible for safety and security in connection with the Games, each Venue and each Event, and their respective staff, officials, representatives, officers and volunteers;
 - "Authorized Ticket Reseller"** means each and all of the entities designated or otherwise appointed in accordance with the Authorized Ticket Reseller Agreement to promote, sell and distribute Tickets within the Territory (including but not limited to National Olympic Committees, National Paralympic Committees, official Tour & Travel



partners, a Ticket Distributor or a Sub-Distributor) or any combination of some or all of those entities, as the context may require;

“Conditions” means these conditions and the Venue Regulations which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on behalf of TO2015 from time to time;

“Event” means an official event forming part of the Games, the particulars of which are indicated on the Ticket;

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

“Games” means the TORONTO 2015 Pan Am/Parapan Am Games;

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

“IPC/APC” means the International Paralympic Committee and the Americas Paralympic Committee, that governs the Parapan Am Games;

“Official Ticketing Agent” means the official appointed ticket agent of TO2015, acting as agent for TO2015;

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

“PASO” means The Pan American Sports Organization, that governs the Pan Am Games;

“Permitted Purchaser” means any Ticket Purchaser, any person who has obtained a Ticket in accordance with the restrictions and mechanisms outlined in these Conditions, and any other person with the prior express authorisation of TO2015;

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

“Prohibited Item(s)” means any prohibited item(s) listed in full at www.toronto2015.org and includes (without limitation) those items specified in sub-paragraph 11(a) of these Conditions;

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

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

“Ticket Purchaser” means the individual with legal capacity who has purchased a Ticket or Tickets through the Games’ official ticket programme and/or through any Authorized Ticket Reseller(s);

“TO2015” means the organising committee for the TORONTO 2015 Pan Am/Parapan Am Games, its successors and assigns as appointed by PASO and the IPC/APC;

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

“Venue Regulations” means the security protocols and the public order and safety conditions of admission to each Venue hosting an Event, including as the same may be amended, supplemented or replaced from time to time.





TO2015

Corus Quay, 25 Dockside Drive, 7th Floor
Toronto, Ontario, Canada M5A 0B5

T 416.957.2015
F 416.957.3999

TORONTO2015.org

Where these Conditions are translated into any language in addition to English and there is any conflict in meaning between the English-language version and such translated version, the English-language version shall prevail in all respects.

