



OLYMPIC GAMES PYEONGCHANG 2018

ENTRANCE TICKET PURCHASE AGREEMENT
FEBRUARY - 2017



SPORTS EVENTS

ENTRANCE TICKET PURCHASE AGREEMENT

1. PARTIES

This entrance ticket purchase agreement (the “**Agreement**”) is entered into between :

ATPI Travel and Events Canada Inc. (“**ATPI Canada**”)
438 McGill Street – 5th Floor,
Montreal, Quebec H2Y2G1
Canada

Phone number: (514) 316-7012

Email address: olympicgames@atpi.ca

- AND -

You (referred to herein as “**You**” or “**you**”)

2. PREAMBLE

- 2.1 This Agreement governs the online ticketing service (the “**Service**”) provided to you by ATPI Canada, a wholly owned subsidiary of ATPI Limited. ATPI Canada and ATPI Limited are collectively referred to in this Agreement as “**ATPI**”.
- 2.2 ATPI has been appointed as an authorised ticket reseller of the 2018 PyeongChang Olympic and Paralympic Winter Games (the “**Olympic Games**”) by the Canadian Olympic Committee, as expressly approved by the PyeongChang Organising Committee for the 2018 Olympic & Paralympic Winter Games (“**POCOG**”). The Olympic Games will take place from 9 February to 25 February 2018. This Agreement is only applicable when purchasing individual entrance tickets for the Olympic Games (the “**Entrance Tickets**”). Only residents of Canada may purchase Entrance Tickets from ATPI.
- 2.3 From [23 February 2017](#), you can purchase Entrance Tickets for the Olympic Games via our website at: <https://www.atpi.ca/olympicgames/>.
- 2.4 Your purchase of Entrance Tickets through the Service is subject to the terms and conditions of this Agreement, the Terms of Use and the Privacy Policy, which may be reviewed here: <https://www.atpi.ca/olympicgames/>. Should there be any inconsistencies between the provisions of this Agreement and those of the Terms of Use or the Privacy Policy, the provisions of this Agreement shall prevail. By purchasing Entrance Tickets through the Service you agree to be bound by this Agreement.
- 2.5 In addition, by purchasing Entrance Tickets, you confirm that you are aware of, and agree with, the rules and regulations regarding the use of an Entrance Ticket, including the PyeongChang 2018 General Terms and Conditions of Purchase, Possession and Use (“**PyeongChang 2018 General Terms and Conditions**”). All such relevant rules and regulations are available at : <https://www.atpi.ca/olympicgames/>.
- 2.6 If you have any questions about this Agreement, please contact our customer service team at: olympicgames@atpi.ca.
- 2.7 This preamble shall form an integral part of this Agreement.

3. PURCHASE OF ENTRANCE TICKETS

3.1 Purchase

You hereby agree to purchase, and ATPI agrees to sell, the Entrance Tickets detailed in your Order Confirmation (defined below). The Entrance Ticket grants you the revocable license to attend the Olympic Games event described on that Entrance Ticket, and remains the property of POCOG. No other relationship, either expressed or implied, is created by your purchase of the Entrance Tickets.

3.2 Minimum age

You must have reached the age of majority in your province or territory of residence at the time of purchase of an Entrance Ticket. By purchasing Entrance Tickets, you certify that you meet this age requirement. In the event that any other age restriction is prescribed by the POCOG, the International Olympic Committee, the Korean Olympic Committee or any any other organising committee of the Olympic Games (collectively, the “**Games Body**”), this Agreement will be amended and the modification will enter into force in accordance with the provisions of section 0, below.

Every visitor over the age of 2 years old who attends an Olympic Games event must be in possession of an Entrance Ticket. Children under 2 years old do not require an Entrance Ticket, provided they sit on the lap of a guardian (and therefore do not require a separate seat).

3.3 Maximum number of Entrance Tickets

There is no limit on the total number of Entrance Tickets that can be purchased. However, a maximum of 6 Entrance Tickets per session or event can be purchased (if available).

3.4 Only personal use

By placing an order, you agree that the Entrance Tickets will be solely for personal use and that they are not being obtained or used for purposes contrary to the terms and conditions of this Agreement. Specifically, the Entrance Tickets must not be used for commercial gain or be resold, as detailed in section 8 of this Agreement. If you breach these provisions, ATPI maintains the right to refuse to supply, or to reclaim the Entrance Tickets, without any refund of the amounts already paid.

4. ORDER CONFIRMATION

4.1 Issuance of an Order Confirmation

Once your order is confirmed and your payment is completed, you will receive a confirmation email providing you with a confirmation number (the “**Order Confirmation**”). You must keep your Order Confirmation.

4.2 Issuing accurate information

You hereby confirm that the personal data provided by you during, or in connection with, the purchase/order process of Entrance Tickets is correct and accurate. You are fully responsible for any errors or missing information.

4.3 Failure to receive an Order Confirmation

If, for any reason whatsoever, you do not receive an Order Confirmation or if you receive an error message or encounter a service interruption, you are fully responsible to contact our customer service team to confirm whether your order was properly processed. You are fully responsible for any problems that may occur during the purchase of Entrance Tickets. In such case, ATPI shall not be responsible or liable for any losses (monetary or otherwise) that may result from any problem occurring during the purchase process of Entrance Tickets through its website, including, without limitation, the failure of a transaction to be completed or confirmed, whether through the actions of ATPI or its related entities, or a third party.

5. PRICES, PAYMENT METHODS AND DELIVERY OF TICKETS

5.1 Payment of full price

By accepting the terms and conditions of this Agreement, you hereby agree to pay the full price of the ordered Entrance Tickets, including any and all applicable taxes and delivery, convenience and other fees described on the Order Confirmation. The face value of the Entrance Tickets is stated in Korean Won and in Canadian Dollars. The amount in Canadian Dollars is based on the exchange rate reported by the Bank of Korea on Economic Statistics System at the time of the purchase.

5.2 Handling Fee

ATPI may charge a reasonable handling charge per Entrance Ticket of up to 20% of the face value of the Entrance Ticket and capped at the Canadian Dollar equivalent of 100,000 South Korean Won per Entrance Ticket. Further information explaining the handling charge permitted to be levied is available on the POCOG ticketing website at: <https://tickets.pyeongchang2018.com/Service>.

5.3 Payment methods

When you purchase Entrance Tickets via the website, all amounts must be paid immediately. Payment can be completed using any credit card.

5.4 Payment failed

If payment fails or is interrupted and you still want to purchase the Entrance Ticket, you will be asked to send the Order Confirmation to olympicgames@atpi.ca within 24 hours of receipt.

Please note that as soon as you have received an Order Confirmation, the Entrance Tickets are reserved for you. If you do not contact the customer service team within 24 hours, these Entrance Tickets will automatically be cancelled and can no longer be claimed.

5.5 Incorrect information

Orders will only be processed after a billing address and other billing information have been verified. Where we receive incorrect billing or credit card information for an Entrance Ticket order, this can delay the processing of your order and the delivery of the Entrance Tickets.

6. DISTRIBUTION OF ENTRANCE TICKETS

6.1 Distribution

ATPI expects to receive the Entrance Tickets no later than 31 January 2018. When the exact date is known, you will be informed by e-mail about the distribution of the Entrance Tickets. The Entrance Tickets will be sent to you by courier or registered mail. The shipping costs per order are 55 Canadian dollars. It is not possible to combine multiple orders.

6.2 Safeguarding all Entrance Tickets

Once you have received the Entrance Tickets, you are fully responsible for safeguarding all Entrance Tickets. Neither you nor any other Entrance Ticket holder shall be entitled to any compensation for lost, stolen, forgotten, or damaged Entrance Tickets. It may not be possible to reissue an Entrance Ticket.

7. CHANGES AND CANCELLATION OF THE ENTRANCE TICKETS

7.1 Changes and cancellation

It is your obligation to carefully review your Entrance Ticket order and all information provided by you in connection therewith before you submit and confirm your purchase. After the order has been placed and the Entrance Tickets are paid, the purchase can no longer be changed or cancelled. A refund is not possible for Entrance Tickets that have been paid. Administration and mediation costs are also not reimbursed.

8. RESALE AND USE OF ENTRANCE TICKETS

8.1 Resale or use for promotional purposes of entrance tickets

The PyeongChang 2018 General Terms and Conditions strictly prohibit the resale of all or some of the Entrance Tickets to third parties. In addition, it is not permitted to use Entrance Tickets to promote:

- (a) one or more people;
- (b) one or more legal entities;
- (c) one or more products;
- (d) one or more services.

8.2 Rights of ATPI in case of failure to adherence

If it is proven that you have failed to comply with the above conditions, ATPI reserves the right to refuse the supply of Entrance Tickets, or to cancel your request, without reimbursement of the amounts already paid.

9. SCHEDULES, SEATS AND ACCESS TO THE STADIUM

9.1 Schedule

Dates and times for Olympic Games sessions and events are subject to changes made by the Games Body. ATPI tries to inform you as accurately as possible about any changes via its website. ATPI is not liable for the consequences resulting from any such changes.

9.2 Delay, postponement or cancellation of sessions and events

In order to obtain additional information relating to the delay, postponement or cancellation of sessions and events we refer you to the PyeongChang 2018 General Terms and Conditions. ATPI is not responsible for any of these, nor for their consequences.

9.3 Seats in the stadium

ATPI does not have any influence on the categories and the associated seats in the stadiums. This is determined by the Games Body. ATPI cannot guarantee that you will be allocated adjacent seats. ATPI will do its best to fulfil such requests, but relies on the Games Body for this.

9.4 Relocation

At any time until the start of the relevant session or event, the Games Body may change, cancel or relocate any allocated seats in the stadiums. The Games Body will offer an alternative seat. ATPI has no influence over the relocated seats.

10. CODE OF CONDUCT AND DISPLAY OF TRADEMARKS

10.1 Code of Conduct

The Games Body may require that the Spectator Policy stated in the PyeongChang 2018 General Terms and Conditions or any other code of conduct be respected in the stadiums, including access to seats (including exiting the stadiums), security checks, health, personal property, forbidden and limited objects, inappropriate behaviour, video and audio recordings and photography.

10.2 Display of trademarks

You understand that the prominent display of trademarks, trade names, logos, emblems or other distinctive signs (other than Olympic Games-related marks displayed by authorised persons) within the venues of the Olympic Games is prohibited.

11. PRIVACY AND COMMUNICATION

11.1 Privacy Policy

ATPI is committed to protecting the privacy of the personal information it collects, including financial information. Please refer to section 2.4 above for a link to ATPI's Privacy Policy.

11.2 Conformity with anti-spam legislation

ATPI complies with the *Canada Anti-Spam Legislation* (“**CASL**”). CASL affects the way in which ATPI may contact you electronically with respect to communication about promotions, special offers, and similar communications. In order to send commercial electronic messages in accordance with CASL, your consent is required.

12. LIABILITY

- 12.1 ATPI is not liable for the actions or negligence of the Games Body or other organisations involved with the holding of the Olympic Games, nor for the accuracy of the information supplied by these organisations.

13. APPLICABLE LAWS AND EXCLUSIVE JURISDICTION

13.1 Applicable law

All matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable in the Province of Quebec.

13.2 Conflict with Canadian consumer protection legislation

Where this Agreement conflict with the provisions of any Canadian federal, provincial, territorial consumer protection legislation or the like, those terms and conditions will be invalid or unenforceable, however, the remainder of this Agreement shall remain in force.

13.3 Jurisdiction

Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the Province of Quebec, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

14. CHANGE OR AMENDMENT TO THIS AGREEMENT

- 14.1 All information set out in this Agreement is based on what was known at the time this Agreement was prepared. As such, ATPI reserves the right to change the provisions of this Agreement from time to time. ATPI shall notify you of such changes if they materially affect your rights as a consumer in the 30 days prior to their coming into force.

15. GENERAL

15.1 Partial invalidity

Where a court of competent jurisdiction declares a portion of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in force.

15.2 Headings

The headings in this Agreement are provided for clarity only and do not form an integral part of this Agreement.

15.3 Language

The parties declare that they have requested that this Agreement and any amendments or modifications to it be drafted in English. *Les parties aux présentes déclarent qu'elles ont demandé à ce que cette entente et tous amendements ou toutes modifications de ceux-ci soit rédigés en anglais.*