

## **TERMS & CONDITIONS**

Purchase agreement for event tickets.

PLEASE READ | VOID WHERE PROHIBITED BY LAW

This is a legal document that describes your rights and responsibilities as a user, including important information on the purchase of tickets.

Your purchase of tickets for the International Cool Climate Chardonnay Celebration (i4C) event/events through this online service is subject to and hereby incorporates the legally binding terms and conditions set out in the Terms and Conditions and in the Privacy Policy. In case of doubt, this Purchase Agreement for Tickets shall prevail.

When reference is made to this "Agreement", it shall include this Purchase Agreement, the Order Confirmation Page (defined below), the Terms and Conditions and the Privacy Policy. By using this ticketing website, you agree to these Terms and Conditions and Privacy Policy. Therefore, if you do not agree to these Terms and Conditions and Privacy Policy, do not use this website. The Internet is constantly evolving, and so is the International Cool Climate Chardonnay Celebration/Wineries of the International Cool Climate Chardonnay Celebration. This means that there will be changes to our website, and the i4C may modify the website's Terms and Conditions and Privacy Policy from time to time. You are bound by the Terms and Conditions and Privacy Policy in effect during each use of this website.

If you have any questions about this Agreement, please feel free to contact us at [concierge@coolchardonnay.org](mailto:concierge@coolchardonnay.org)

### **Conditions of sale and contractual obligations**

Parties

The parties to this Agreement are:

The International Cool Climate Chardonnay Association, in respect of the presentation of the International Cool Climate Chardonnay Celebration (i4C) event experience.

### **I4C, International Cool Climate Chardonnay Celebration**

4890 Victoria Avenue North, Vineland Station, ON, L0R 2E0

Email: [concierge@coolchardonnay.org](mailto:concierge@coolchardonnay.org)

- AND -

You/ (also referred to as the "Customer")

### **Conclusion of Contract and Order Confirmation**

You hereby agree to purchase, and the International Cool Climate Chardonnay Association agrees to sell the event ticket(s) detailed in your order. Once your order is confirmed and your payment completed, you will receive an Order Confirmation email which contains your Order Number (Order #) and downloadable link which is your ticket. Printed tickets with the QR code or the QR code on your mobile device are required to gain access to the events you have purchased tickets for.

If, for any reason whatsoever, you do not receive a confirmation email with your Order # number or your tickets or if you receive an error message or encounter a service interruption, it is your entire responsibility to contact the i4C to confirm whether your order has been properly processed. You are solely responsible for any problem that you may cause during the purchase of tickets. In such case, i4C shall not be responsible for any loss (monetary or otherwise) that may result from any problem occurring or caused by you during the purchase of tickets through this website, including, without limitation, the failure of a transaction to be completed or confirmed.

Orders will be processed only after a billing address and other billing information have been verified. Occasionally, we receive incorrect billing or credit card account information for a ticket order. This can delay the processing of the order and the delivery of the experience. In such case, the i4C may attempt to contact you, using the information provided at the time of purchase. If the i4C is unable to reach you after an initial attempt due to incorrect billing or credit card

information, it shall reserve the right to cancel your order and sell your tickets to another customer. In such case, you will be informed immediately, as far as correct contact information is available.

### **Ticket Delivery**

Tickets purchased through this website will be delivered by e-mail at the e-mail address you provide. Your Order Confirmation Email contains your Order # and downloadable link which is your ticket. Printed tickets with the QR code or the QR code on your mobile device are required to attend events or virtual experiences. Please ensure to keep your Order Confirmation Email and reference your Order # when inquiring about your ticket.

### **Obligation to Pay**

By accepting the terms of this Agreement, you agree to pay the full price of the tickets ordered, including any applicable taxes, delivery charges, service fees, and any other costs, as described in the order.

### **Refunds and Transfers**

i4C event tickets are non-refundable.

If however a refund is granted due to extenuating circumstances, any/all processing fees will not be refunded.

### **Rain or Shine**

The i4C weekend events are held rain or shine and rain back up plans are in place.

### **Cancelled and/or Postponed Shows**

The i4C may, at its sole discretion, cancel, change or postpone an event. Cardholders will be informed at least five business days prior to an event of any change, postponement or cancellation. In the event of a cancellation, cardholders will receive a full refund.

### **Latecomers**

If applicable, the events start on time. For events, latecomers will be seated and may join in the remainder of the meal (any missed courses or pairings are unable to be served or packaged up once the event program is underway.)

### **Right to Cancel Tickets, Refuse Access and Expel**

The i4C reserves the right to cancel any tickets purchased through this website and to institute legal proceedings against you if you breach any terms and conditions of this Agreement or this website.

The i4C reserves the right to request photo ID of the ticket holder.

In the event that any person attending an event is judged unmanageable or exhibits behavior which is considered inappropriate or fails to comply with the i4C or event guidelines, the i4C reserves the right to, without any refund or compensation, terminate such person's right to attend the event. Tickets shall not be redeemable for cash.

### **Recording, Transmission and Publication**

The i4C may have professional photographers and videographers onsite at events. You hereby grant i4C the right to use your image, likeness, actions and statements in any transmission, publication, or reproduction of the event, in any medium or context, without any further authorization or compensation.

Cameras and video recorders (including when incorporated in cellular phones) are permitted.

Guests are encouraged to take and share photos on the social media handles noted on event materials.

### **Changes in the event programming**

Due to the nature of these events, changes in talent (chefs, winemakers, etc.) may occur without notice. In addition, the content and duration of the events and livestreams may differ depending on the programming.

Please note that the food, drinks, and concepts described on promotional materials are a representation of the i4C

events style of cuisine; actual dishes may differ based on seasonality and availability.

### **No Resale**

The purchased ticket(s) may not be used for any advertising and/or promotional purposes (including contests and sweepstakes) or resold without the prior written authorization of i4C.

### **Use of Personal Information**

The International Cool Climate Chardonnay Association will collect, process, use and transfer customer data and other data which is recorded in the context of the website's use, only to the extent necessary for the initiation, performance, and termination of the purchase process. Except as otherwise provided by any applicable law to this Agreement, customer data will only be used for another purpose with the customer's prior consent.

### **Archiving**

This Agreement will be archived and available for consultation, upon request, please email [concierge@coolchardonnay.org](mailto:concierge@coolchardonnay.org)

### **Assignment**

The i4C may at any time assign all or part of its rights and obligations under this Agreement to any of its affiliated entities, meaning an entity that is controlled directly or indirectly, controlling or under the same control as the i4C, provided that the assignee assumes all of the i4C obligations hereunder.

### **Invalidity**

If any term of this Agreement or any portion of such term is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and all remaining terms will remain valid and enforceable. In lieu of each term, provision or section of this Agreement that is held invalid or unenforceable, there shall be added as a part of this Agreement a term, provision or section as nearly identical as may be possible and as may be legal, valid and enforceable.

### **Alternative Dispute Resolution**

In the event of a dispute between the i4C and yourself with respect to this Agreement, there are a range of options for resolving such dispute without going to court. You may also contact us at: [concierge@coolchardonnay.org](mailto:concierge@coolchardonnay.org)

### **Intellectual Property**

All content published and made available on our Site is the property of The International Cool Climate Chardonnay Association and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

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