

Ticket Terms and Conditions
Elamys Group
Tokyo 2020 Summer Olympic Games

These Elamys Group Ticket Terms and Conditions (**Terms**) including the TOCOG Terms and any other terms referred to set out the basis on which we offer as the Official Ticket for the Tokyo 2020 Summer Olympic Games.

1. Key Terms

1.1. We recommend that You read these Terms carefully and print/keep a copy for your records.

1.2. TOCOG Ticket Terms and Conditions apply. For full Terms and Conditions please refer to: <insert link>

1.3. Please note tickets are purchased for sessions and not individual Events, timings or content.

1.4. The Contract is between Us and You. We will only discuss the Contract with You, except where We have (at our sole discretion) agreed with You to discuss the Contract with a named third party and have received from You written authorisation confirming the named third party's details.

1.5. Once Your Order is confirmed, You will not be able to return, exchange or cancel your Tickets. If You are unable to attend a session, please contact us.

1.6. You agree that Tickets may not be re-sold or used to promote any person, entity, product or service. You must not transfer, resell, offer, expose or make available any Tickets You purchase from us, e.g. You may not offer Tickets for sale on an auction website or secondary ticket market website.

1.7. We reserve the right to alter these Terms from time to time in accordance with changes to legislation and regulations and as required by Elamys Group, the OFI, the IOC and/or TOCOG.

2. Definitions

2.1. In these Terms, the following words and phrases have the following meanings:

Attendee: each person who ultimately receives the benefit of the Ticket and/or attends a session.

Elamys Group: The Authorised Ticket Reseller

OFI: the Olympic Federation of Ireland.

Confirmation: a written communication We send to You accepting, confirming and detailing a ticket purchase.

Contract: these Terms, the TOCOG Terms and the Confirmation.

Event: the event(s) forming part of a session at which You have requested Tickets as set out in the Confirmation.

IOC: The International Olympic Committee.

Order: the order from You requesting to purchase a Ticket.

TOCOG: the Tokyo Organising Committee for the 2018 Olympic and Paralympic Winter Games.

TOCOG Terms: the Tokyo 2018 Terms & Conditions of Ticket Purchase, Purchase and Use as updated from time to time.

Ticket(s): tickets for entry into the Venue to watch the Event(s).

Venue Terms: the terms that apply to Attendees whilst at the Venue.

We, Us: The Authorised Ticket Re-seller

Website: <https://elamysgroup.com/tokyo2020>

Working Day: a day other than a Saturday, Sunday or Bank Holiday.

You: the person purchasing the Tickets.

3. How to order ticket packages

3.1. To Order a Ticket from us, You must be 18 or over, be able to make a Bank Transfer and have a residential address in the Ireland or any other member state of the European Union or European Economic Area. Any Orders that do not comply with the Terms will be cancelled.

3.2. To submit an Order, You must fully complete an application form detailing which sessions would like to be attended and the number of tickets required. All

requested information must be truthfully and accurately completed. Instructions to create an application is listed on our website.

3.3. If You choose, or You are provided with, a user identification code, password or any other piece of information as part of our security procedures, You must treat such information as confidential. You must not disclose it to any third party.

3.4. Each Order submitted through email shall be deemed to be an offer by You to purchase Tickets subject to the terms of the Contract. You shall ensure that each Order is complete and accurate.

3.5. On receipt of an Order We will either: (i) send you a Confirmation; or (ii) if your requested Ticket is not available.

3.6. We will seek to respond or provide an update of the status of your Order as soon as possible, and in any event within 10 Working Days.

3.7. All Ticket purchases are subject to availability and We shall not be bound to provide the Tickets unless and until We issue a Confirmation to You as per our Application Process listed on our website.

3.8. You agree not to obtain or attempt to obtain any Tickets through unauthorised use of any robot, spider or other automated device or any other illegal or unauthorised activity. We reserve the right to cancel any transaction which We reasonably suspect to have been made in breach of these Terms without any notice to You and any and all Ticket purchased as part of such transaction or relating to Elämys Group Application will be cancelled.

3.9. We have the right to cancel and Application at any time, if in our reasonable opinion You have failed to comply with any of these Terms.

4. Confirmed ticket orders

4.1. If You have received a Confirmation from us, You are contractually committed to make payment in full for all Tickets that are confirmed in the Confirmation. Your Contract with us forms and is binding when We dispatch the Confirmation to You.

4.2. All Ticket purchases are subject to payment through Bank Transfer. Your transaction and the Contract may be cancelled if full payment has not been completed.

4.3. You will have 24 hours to make payment in full through Bank Transfer after receiving a call from our ticketing team for your request to be made with the Elamys Group.

4.4. Purchases may be subject to a per Ticket handling fee and a non-refundable per Order delivery fee. Delivery to an address outside of Ireland will be subject to an additional delivery fee.

4.5. Whilst We try to ensure that all prices on our Website are accurate, errors may occur. If We discover an error in the price of any Ticket You have ordered, We will inform you as soon as possible and give You the option of reconfirming your Order at the correct price or cancelling your Order. If we are unable to contact You, You agree that We may treat the Order as cancelled. If You choose to cancel after You have already paid the incorrect price, You will receive a full refund from us.

4.6. We reserve the right to cancel Contracts which We reasonably suspect to have been made fraudulently.

5. Tickets

5.1. All Tickets are supplied in accordance with the TOCOG Terms as amended from time to time.

5.2. You are required to agree to be bound and comply with the TOCOG Terms. You promise that You will inform all Attendees of the TOCOG Terms and procure their acceptance to the TOCOG Terms. You will be responsible for all Attendees compliance with the TOCOG Terms.

5.3. Whilst You will be able to submit an Order in relation to an Event, You will not be allocated a specific seat at the Event until your Tickets are dispatched.

5.4. Any Ticket You purchase from us remains the property of TOCOG and is a personal revocable licence which may be withdrawn and admission refused at any time.

5.5. When allocating Tickets we will look to meet the price category You requested. If this is not possible We may be able to offer a Ticket in an alternative price category for the same session.

5.6. TOCOG is responsible for all seating allocations and categorisations and reserves the right to re-categorise, move or reallocate categories and locations, and

change Venues at its sole discretion. We may not be informed of such reorganisations or re-categorisations. You have a right only to a seat of a value corresponding to that stated on your Ticket. We, the Venue or TOCOG reserve the right to provide alternative seats (whether before or during the Event) to those initially allocated to You or specified on the Tickets.

5.7. If You are booking as a group, please note that it is not guaranteed that your group will all be able to sit together in the Venue.

5.8. We shall not be responsible to You if Your Ticket is cancelled or You are refused entry to, or ejected from, an Event or Venue as a result of breaching the Contract, Venue Terms or for any other reason.

5.9. Please note that Event start times shown on the Website are indicative and may change, all start times are subject to confirmation and may change for reasons outside of our control.

6. Special mobility, accessible & disabled tickets

If You require special mobility or accessible/disabled Tickets You must inform us at the time of making your Order. Please note that accessible/disabled Tickets are very limited and special mobility arrangements at each Venue are under the control of the Venue operator over whom We have no control. Accessible/disabled Tickets will be specifically confirmed in your Confirmation. If they are not, You will have general admission tickets.

7. Ticket delivery

7.1. We will distribute your Tickets to You in a manner that We deem most appropriate. We will inform you which method of distribution We intend to use but reserve the right to amend this at any time. Once distributed, Tickets are your responsibility and cannot be replaced.

7.2. Please allow as much time as possible for your Tickets to arrive. If your Tickets have not arrived five days before You travel, please contact us.

7.3. When you receive your Tickets, please keep them in a safe place and check that they are correct. You need to report any issues to us within three Working Days of receipt. We will not be responsible for any Tickets that are lost or stolen.

7.4. We reserve the right to make Tickets available for collection by You at a location We deem appropriate. We will notify You by telephone or email of the arrangements for collection (using the details provided by You at the time of ordering) if this becomes necessary. You may be required to present identification to collect the Tickets.

8. Ticket restrictions

8.1. When purchasing Tickets from us, You are limited to a maximum number of Tickets. This policy is in effect to discourage unfair Ticket buying practices. Tickets may be restricted to a maximum number per person, for some events, a restriction may apply per household. We will notify You if You reach this limit. We reserve the right to cancel Tickets purchased in excess of this number without prior notice and at our sole discretion.

8.2. You may not resell or transfer your Tickets if prohibited by law. In addition, TOCOG may prohibit the resale or transfer of Tickets. Any resale or transfer (or attempted resale or transfer) of a Ticket in breach of the applicable law or any restrictions imposed by the TOCOG is grounds for seizure or cancellation of that Ticket without refund or other compensation.

8.3. You may not combine Tickets with any hospitality, travel or accommodation service and/or any other merchandise, product or service to create a package, unless formal written permission is given by us (which is at our sole discretion).

8.4. You may not use Tickets for advertising, promotions, contests, prizes or sweepstakes, unless formal written permission is given by us (which is at our sole discretion).

8.5. Nothing in these Terms permit You to use Tickets You have purchased to commercially associate yourself with us or TOCOG and/or the Events or otherwise use any of the imagery or trademarks We use.

9. Your obligations

9.1. You will ensure the proper conduct of the Attendees at the sessions and in the Venue(s).

9.2. You will ensure that the Attendees are aware of and comply with the Venue's and POGOC's Terms and instructions.

9.3. You will promptly supply all information requested by us about You and the Attendees.

10. Cancellation, changes and rescheduling

10.1. TOCOG may alter or vary the programme at its sole discretion. It is your responsibility to ascertain whether an Event has been cancelled and the date and time of any rearranged Event. We do not guarantee that You will be informed of such cancellation before the date of the Event.

10.2. Please note that advertised start times of Events are subject to change.

10.3. Tickets are sold subject to TOCOG's right to alter or vary the programme due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange Tickets.

11. Admission and attendance at the venue

11.1. The Venue reserves the right to refuse admission should You breach any of the terms of the Contract (including the TOCOG Terms) and/or the Venue Terms.

11.2. It is an essential condition of issuance of a Ticket and the right of admission to the Event conferred on You that the Ticket must not be and have not been:

11.1.1. offered, provided, resold or transferred for a value greater than the original sale price;

11.1.2. used in relation to any promotional or commercial purposes (including any competitions, advertising, promotion or as a prize in any competition or sweepstake whether for a business or a charity or otherwise) or to enhance the demand for any other goods or services or as part of a hospitality or travel package;

11.1.3. transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or

11.1.4. bundled with any other goods or services (including as part of any hospitality or travel package), without our prior written consent.

11.3. Entrance to the Venue will be refused at the Venue operators sole discretion. We shall not be liable to You if You are refused entry for any reason.

11.4. You acknowledge that You are individually responsible for your own property and there is no storage available at the Venue.

11.5. You will be obliged, upon request, to give an explanation as to how, from whom and from where your Ticket has been obtained.

11.6. Any breach of these Terms may, and even if the Attendee did not have notice of these Terms or the breach, result in refusal of entry, eviction/expulsion from the Venue, cancellation of the Ticket and non-refund of the price of the Ticket. All Tickets remain the property of TOCOG. In the event of a breach of any of these Terms, Tickets will, upon request of TOCOG, be delivered up to TOCOG. Such actions are without prejudice to other remedies which may include a fine and/or legal action.

11.7. Entry to the Venue will only be authorised upon presentation of a valid Ticket (one Ticket will be required for each Attendee, regardless of age) and, upon request, proof of identity with valid photograph and signature. You must comply with the safety and security protocols in place at the Venue.

11.8. In attending an Event You acknowledge that your presence and/or movement in and around the Venue is at your own risk and that to the maximum extent permitted by law, We, TOCOG, or any other relevant body cannot be held liable for any loss and/or harm, including but not limited to bodily or mental harm, personal property damage or loss, or any other loss and/or harm arising from and/or occurring during attendance at the Venue.

12. Refunds

12.1. Cancellation: If an Event is cancelled (and not rescheduled), to the extent that We receive a refund from TOGOC in relation to that Event Ticket, You will be offered a refund of the face value of your Ticket(s) for the cancelled Event only. Delivery and handling charges will not be refunded. Refunds will take place 45 days after the Tokyo Summer Olympics Closing Ceremony.

12.2. Rescheduling: Unless indicated otherwise in relation to a particular Event, if an Event is rescheduled, You will be offered seats at any rescheduled Event (subject to availability) of a value corresponding with your original Ticket(s). If You are

unable to attend the rescheduled Event, You will not be entitled to a refund of the face value of your Ticket(s) for the rescheduled Event.

12.3. Delays and interruptions: If an Event is delayed or interrupted, provided that We and/or TOCOG determine that the Event was substantially completed You shall not be entitled to a refund and You will not be entitled to exchange your Ticket(s) for another session.

12.4. These Terms do not and shall not affect your statutory rights as a consumer.

12.5. We regret that, unless paragraphs 13.1 or 13.2 apply, Tickets cannot be exchanged or refunded after purchase.

13. Our liability to you

13.1. Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by You are at your own risk. Neither we the OCI and/or TOCOG shall be liable to You for any loss of enjoyment or wasted expenditure.

13.2. Unless otherwise stated in this clause 14, our liability to You in connection with the Contract (including, but not limited to, for any cancellation, rescheduling or material change to the Event(s)) shall be limited to the price paid by You for the Ticket.

13.3. Our liability to You shall be reduced by the corresponding amount that You receive directly from TOCOG in relation to your event Tickets. In no circumstances shall You be entitled to claim for the same loss suffered in respect of a loss arising under this Contract if it has already claimed for and recovered from TOCOG.

13.4. We shall not be liable for any loss, injury or damage to any person (including You) or property howsoever caused: (a) in any circumstances where there is no breach of a legal duty of care owed by us; (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from our negligence); or (c) to the extent that any increase in any loss or damage results from breach by You of any of the terms of the Contract or your negligence.

13.5. Nothing in these Terms seeks to exclude or limit our liability for death or personal injury caused by our negligence, fraud or other type of liability which cannot by law be excluded or limited.

13.6. You will indemnify and hold US, The OFI and TOCOG, or any other relevant body harmless from and against all damages and liabilities suffered or incurred in connection with, resulting from, or arising out of, a breach by You or your Attendees of the Contract.

14. Our use of your information

14.1. We collect information about You and your Attendees when you place an Order and purchase a Ticket.

14.2. We collect and process this data in accordance with our Privacy Policy available on request or at [<Insert Privacy Policy>](#)

14.3. We are contractually obliged to pass on your data TOCOG and the IOC for ticket management and reporting purposes. You (and You will procure all Attendees') must consent to us using your personal information in this way.

14.4. The data that We collect from You will be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us, or for one of our suppliers, or for TOCOG. Such staff may be engaged in, among other things, the fulfilment of your Tickets, the processing of your payment details and the provision of support services. By submitting your and all Attendees personal data, You (and You will procure all Attendees') must agree to this transfer, storing or processing.

15. General terms

15.1. In the event that any provision(s) of these Terms be declared void, ineffective or unenforceable by any competent court, the remainder of these Terms will remain in effect as if such void, ineffective or unenforceable provision(s) had not been included.

15.2. We shall not be liable to You for any breach of our obligations under the Contract if such breach is due to an act, event, omission or accident beyond our reasonable control, including without limitation, industrial or civil disputes, war, governmental action, riot, fire, flood, drought, other natural disaster or act of God, riot, crowd disorder, civil commotion, military operations, explosion, structural damage, terrorism (including the threat of terrorism) and epidemics), legislation, regulation, ruling or omission, shortage of power supplies, strike, lock-out, boycotts or other industrial action of the affected party of their sub-contractors, delay,

interruption, rescheduling, postponement or cancellation of the Event or cancellation of the Tokyo 2020 Summer Olympic Games in whole or in part.

15.3. The Contract is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else except TOCOG and Elamys Group.

15.4. You shall not, without our prior written consent assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.5. Any waiver by us of any right We have under these Terms is only effective if We confirm it to You in writing.

15.6. In the event of any conflict between these Ticket Terms and Conditions and the TOCOG Terms, the TOCOG Terms shall prevail.

15.7. This Contract is governed by Irish Law and subject to the jurisdiction of the courts of Ireland.