

Booking Terms and Conditions

Please read carefully these terms and conditions of contract. In paying a deposit, you agree to be bound by these conditions which constitute the agreement between The Perfect Travel Group Pty Ltd ABN 59 123 428 624 (The Agency, trading as The Perfect Wave, The Perfect Snow) and you. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by The Perfect Wave.

Agency The Perfect Wave acts as an agent only. We sell various travel related products on behalf of numerous transport, accommodation and other service providers, such as airlines, and boat charter operators. The Perfect Waves' obligation is to make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. The Perfect Wave has no responsibility for these services nor do we make or give any warranty of representation regarding their standards. All bookings are made subject to the terms and conditions and limitations of liability imposed by these service providers. Your legal recourse is against the specific provider and not The Perfect Wave. If for any reason, any travel service provider is unable to provide the services for which you have contracted your remedy lies against the provider and not with The Perfect Wave.

Prices All prices are subject to availability and can be withdrawn or varied without notice. Prices are generally quoted in local office currencies which usually differ from operator currencies and may be subject to exchange rates fluctuations beyond our control until paid in full. All deposits are required to be paid before bookings will be processed. Payment of deposit means acceptance of all terms and conditions. Full payment required minimum 120 days before departure – this may be earlier subject to individual operators' policies. Some air tickets & specials may be instant purchase. If bookings are made inside of 120 days; then full payment required immediately.

Cancellations All deposits are non refundable. Cancellations within 120 days may be fully non refundable. Please ensure you have the relevant travel insurance that may cover you in the case of unforeseen circumstances such as illness or accidents. Some cancellations may be partly refundable, but cancellation charges will apply.

The Perfect Wave is unable to provide any refund to you until we receive the funds from the relevant supplier. In the case of airline refunds, this may take up to twelve weeks. Fees will also apply where a booking is changed or tickets/documents are reissued.

Travel Insurance Travel Insurance is strongly recommended by The Perfect Wave and Department of Foreign Affairs and Trade. Travel Insurance is compulsory when booking Surf Music in Paradise events, charter boats and many specialist operators.

Taxes Certain taxes are mandatory in various countries. There may also be an additional local tax charged at some airports. All taxes are subject to change without notice. Additional surcharges are applicable to some bookings particularly those that stop in the USA. The cost of taxes cannot be confirmed until the date of final payment / ticket issue, as they fluctuate daily and are subject to conversion by the rate of exchange on the day the ticket is issued.

Health It is your responsibility to ensure that you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation. You should consult your doctor regarding health requirements for your destination.

Passports & Visas It is your responsibility to ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of entry. If you need information regarding visa and other travel document requirements for your trip please let us know. We can obtain such information from an external visa advisory service provider on your behalf. We do not warrant the accuracy of such information and accept no liability for any loss or damage which you may suffer in reliance on it. We can assist with obtaining visas for you if you wish; fees will apply for this service.

Duty of Care - 20 point checklist The Perfect Wave team has great experience in operations and hospitality, so we are qualified to assess the operations that we represent. We have attained a massive knowledge base in what our clients want in a surf trip and usual expectations of standards. Although we are unable to inspect all the experiences that we represent, we have been able to verify the

operations through the experience of our network. Now we understand that there is no way to guarantee that something won't go wrong on your surf holiday, but we are confident that we only represent the best operators that can and will deal with any issues that occur and do the right thing by their guests. What we have created to ensure that we have the best operators is the following "20 point checklist" that all operations need to supply us with before we list their surf experience. To view this checklist please see our website. However we do need to reiterate that although TPW have done the maximum due diligence possible to ensure you have a successful trip, it is impossible to guarantee and you need to be aware it is unlikely but possible something may still go wrong. We are solely a travel agent working for both the operators and yourself, and we are not responsible or liable for any issues you may have with the operator, as per the Travel Agents Act. We will guarantee though, that we will work for all our clients that have reason to be unhappy with an operation, and we will use our strongest influence to ensure the operator does the right thing by all our clients.

Liability The Perfect Wave does not accept any liability of any nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. We do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense, inconvenience or loss of enjoyment caused directly or unavoidably indirectly or any other event which is beyond our control & which is not preventable by reasonable diligence on our part. Neither The Perfect Wave nor any of its representatives accepts any responsibility for oceanic occurrences or climatic conditions that do not match your expectations or are beyond your capabilities. All activities engaged in are solely at your own risk and of your own choice.

Credit Card Transactions Credit card surcharges apply when paying by credit card. Visa/ MasterCard 1.5%; Amex/Diners 3%. If for any reason any travel service provider is unable to provide the services for which you have contracted, your remedy lies with that provider, and not against The Perfect Wave. The Perfect Wave will do its best to work with you to recover your payment or applicable refund from the operator.

Privacy Policy The Perfect Wave is committed to protecting the privacy and confidentiality of your personal information. The Perfect Wave will not pass on any of your details to a third party unless you authorise us to do so. All travel documents are issued electronically to the email address you provide at time of booking. Only if you request paper documents, your consultant will post all documents for Australian clients to your address listed on your booking forms 1 month prior to departure using Australia Post. Please note it is your responsibility to advise us of any address changes prior to 1 month before departure or a \$50 fee to reissue the documents will apply. Overseas clients will receive their documents via e-mail 1 month prior departure.

Travel Advice For up to date travel advice please contact the Department of Foreign Affairs and Trade or visit their website at www.smarttraveller.gov.au

Surf Music in Paradise – Ticketing Terms and Conditions

Please read carefully these terms and conditions of contract. In paying for a ticket, you agree to be bound by these conditions which constitute the agreement between **TPTG Global Pty Ltd** ABN 27 156 097 433 (The Promoter), and you. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by TPTG

Tickets: All tickets must be paid in full at the time of booking and are non-refundable under any circumstances. Tickets cannot be on-sold to another person, however they may be transferable to another person as part of a travel package booked through The Perfect Travel Group (The Agency). No ticket refunds or compensation will be made where the Event program varies due to the non-appearance of an advertised artist. The Event will take place rain, hail or shine. Tickets are non-refundable and non-exchangeable, except as required by law. There will be no refund of any unused portion of an Event Ticket if you are asked or forced to leave the Event for any of the reasons set out in the Event Terms or if you decide not to attend the Event.

Prices: All ticket prices are subject to availability and can be withdrawn or varied without notice. Prices are generally quoted in local office currencies which usually differ from the event ticket currency and

may be subject to exchange rates fluctuations beyond our control until paid in full. Payment for a ticket means acceptance of all terms and conditions.

Itinerary and Event Variations and Conditions: If a Force Majeure event occurs or following governmental travel advice, we may have to make necessary changes to your itinerary or event schedule and in accordance with operating requirements, we reserve the right to make changes, cancel or reschedule departures and itineraries. Should this become necessary we will give you reasonable notice thereof, in the circumstances and where available, offer you a comparable alternative or postponement. TPTG is not responsible for any additional costs incurred by you including, without limitation, the costs of any other travel arrangements affected due to our amendments, cancellations or rescheduling of any tour or performance as contemplated by this clause.

Force Majeure. TPTG will not be liable for any delay in, change to or cancellation of trips due to Force Majeure. "Force Majeure" means any circumstances beyond the reasonable control of TPTG and includes, but is not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions, cancellation of an event by the performers or organisers, fires and strikes.

Featured Performers / Entertainment Whilst every effort is made to ensure that all advertised performances and entertainment occur, the Promoter reserves the right to change the published line-up of performers and/or entertainment without notification to you: this includes but is not limited to; featured performers and any other type of attraction or form of entertainment featured in the Promoter promotional materials. You agree that the packages are solely sold and purchased for the experience of travel and not for the purpose of being entertained by a featured performer or a promoted form of entertainment.

Cancellations; Given the limited number of tickets for this event if you cancel your reservation there are no refunds. Dependent on your reason for cancelling and provided these reasons fall within the terms of your travel insurance policy, subject to these terms and conditions you may be able to have these charges refunded. Consult your (travel) insurer for further details.

Travel / Event Cancellation Insurance Personal travel insurance is required as a condition of purchase of the event ticket. It is your responsibility to ensure that you are adequately insured for the full duration of travel in respect of event cancellation, illness, injury, death, loss of baggage and personal items and cancellation and curtailment.

Event Terms: Any persons who are drunk, threatening or disruptive will be asked to leave the event. The Promoter has all rights to film, photo and video production of this event including the rights for publishing images of all persons attending.