

General Booking Terms and Conditions – Surf Music In Paradise

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 organising and promoting events as Surf Music in Paradise) and you. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by The Perfect Travel Group.

Agency: The Perfect Travel Group acts as an agent only. We sell various travel related products on behalf of numerous transports, accommodation and other service providers, such as airlines, and boat charter operators. The Perfect Travel Group's obligation is to make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. The Perfect Travel Group has no responsibility for these services, nor do we make or give any warranty 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 Travel Group. 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 Travel Group.

Prices: All prices are subject to availability and can be withdrawn or varied without notice.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.

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. 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. Government imposed taxes such as GST and tourist taxes can be changed and any time and any change in these tax rates must be passes onto the customer.

Event Tickets: Event tickets are included as part of your Surf Music In Paradise package and given the limited number of tickets to these events, they are non-refundable and non-exchangeable, except as required by law. 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. 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. 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.

Cancellations by the client: All deposits are non-refundable. Within 120 days of departure your balance payment may also be 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 Travel Group is unable to provide any refund to you until we receive the funds back 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.

Itinerary and Event Variations and Conditions: TPTG as the Event Promoters, the relevant Event Accommodation Provider, along with the Event Artists, reserve the right to amend the event schedule or itinerary, any of the scheduled performances and event inclusions during the event due to unforeseen circumstances.

We reserve the right to make changes, cancel or reschedule departures and itineraries. Should this become necessary we will give you reasonable notice thereof when possible, and in the circumstances and where available, we will 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. The Perfect Travel Group 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 The Perfect Travel Group 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 artists, government travel bans, fires and strikes.

Featured Performers / Entertainment: Whilst every effort is made to ensure that all advertised performances and entertainment occur, The Perfect Travel Group 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 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.

Travel/Event Cancellation Insurance: Personal travel insurance is required as a condition of purchase for Surf Music in Paradise events. Your personal travel insurance must contain cover for Specific Event Cancellation in case the artist cancels and you no longer want to travel.

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 Cancellation: All Surf Music in Paradise events are subject to minimum numbers and until these numbers are reached no flights should be paid or ticketed unless The Perfect Travel Group has confirmed the event has reached the minimum numbers. The Perfect Travel Group reserves the right to cancel/alter scheduled dates for any event where minimum numbers are not reached. If the event is cancelled due to minimum

numbers not met, all payments made in respect of the event will be fully refunded other than travel insurance policies which are outside the cooling off period.

Event Terms: Any persons who are drunk, threatening or disruptive will be asked to leave the event and may be required to leave the event venue altogether. Each event venue has their own terms, conditions, policies and procedures which the client is required to observe. No refund or recourse will be given to those asked to leave by the artist, The Perfect Travel Group, or the venue.

Liability: The Perfect Travel Group 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 Travel Group 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.

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 if required. 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 re-entry to your home country. 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.

Credit Card Transactions: Credit card surcharges apply when paying by credit card. Your booking confirmation contains the current fee structure charged by our merchant provider. 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 Travel Group. The Perfect Travel Group will do its best to work with you to recover your payment or applicable refund from the operator.

Marketing Materials: The Promoter has all rights to film, photo and video production of this event including the rights for publishing images of all persons attending.

Privacy Policy: The Perfect Travel Group is committed to protecting the privacy and confidentiality of your personal information. The Perfect Travel Group 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 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.

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 or the relevant authority in your home country.