

1. INSURING CLAUSE

The Policyholder having paid the premium as demanded by the Insurers and subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon:

- 1.1 This Insurance is to indemnify the Insured for Transaction Value Costs paid in settlement of the Insured's Liability to refund Transactional Value Costs that have been validated and approved via the Refund Application Process should any Insured Event(s) be necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated, which necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation that is the sole and direct result of a cause not otherwise excluded by the terms, conditions or exclusions of this Insurance stated in this Policy which occurs during the period of insurance and is beyond the control of both the Insured and the Member therein and results in the Insured having to refund Transaction Value Costs to their customers.
- 1.2 This Insurance also indemnifies the Insured for proven additional costs or charges reasonably and necessarily incurred in discharge of the refund of Transitional Costs and/or to avoid or diminish a loss payable hereunder, provided such additional costs or charges do not exceed the amount of loss thereby avoided or diminished.
- 1.3 The Insurers' maximum liability shall not exceed the Limit of Indemnity stated in the Risk Details for the relevant Insured Event(s) nor the Maximum Aggregate Limits of Indemnity stated in the Risk Details.
- 1.4 A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy. This clause shall not affect any right or remedy of a third party, which exists or is available apart from that Act.

2. DEDUCTIBLE

This Insurance is subject to the deductible(s) stated in the Risk Details.

3. DEFINITIONS

- 3.1 **Policy** means this document together with all schedules and endorsements attached to it.
- 3.2 **Policyholder** means Event Protect Limited, T/a Protect Group.
- 3.3 **Member** means the legal person(s) who are holders of a current and operative Membership Agreement with Protect Group that is inclusive of the Membership Event Protect Refund Protection Schedule in the form agreed with the Insurers who is in full compliance with all the terms, conditions, duties and obligations of that Agreement.
- 3.4 **Insured** means Protect Group.
- 3.5 **Transaction Value Costs** means the total of those costs paid by the customers of the Member for tickets to an Event(s) to include related services connected to the Event(s) together with any administrative/booking fee(s) relating to the Event(s) and purchased as one transaction as recorded and accepted as on risk within the Event Protect Platform.
- 3.6 **Protect Platform** means the recording and management system of Event Protect Limited approved by insurers.
- 3.7 **Refund Application Process** means the process approved by Insurers by which recompense is made in the name of the Insured.
- 3.8 **Membership Liability** means the discharge by Event Protect of its duties of the Insured Member as detailed in the Protect Membership Agreement in respect of transactions accepted as on risk.

- 3.9 **Insured Event(s)** means the event(s) recorded within the Protect Platform stated in the Risk Details agreed by the Insured and recorded within the Insurers Protect Platform dashboard as on risk.
- 3.10 **Cancellation or Cancelled** means the inability to proceed with the Insured Event(s) prior to commencement.
- 3.11 **Abandonment or Abandoned** means the inability to complete the Insured Event(s) once commenced.
- 3.12 **Postponement or Postponed** means the unavoidable rescheduling of the Insured Event(s) to another time.
- 3.13 **Interruption or Interrupted** means the inability of the Insured to keep open the Insured Event(s) after opening, followed by the reopening thereof.
- 3.14 **Curtailement or Curtailed** means the unavoidable partial closure of the Insured Event(s).
- 3.15 **Relocation or Relocated** means the unavoidable removal of the Insured Event(s) to another location.
- 3.16 **Venue** means the place(s) stated in the Risk Details where the Insured Event(s) is to be held.
- 3.17 **Membership Agreement** means the agreement between Protect Group and its member as appended to the contract of insurance.
- 3.18 **Windstorm** means a Storm, Cyclone, Hurricane, Tornado, Typhoon, Tropical Storm designated by an official government agency.
- 3.19 **Firestorm**, means an event of uncontrolled or out of control wildfire/bushfire designated by a responsible Government Agency as a danger to life or property.
- 3.20 **Earthquake** means the result of a sudden release of energy in the Earth's crust that creates seismic waves including any aftershock.
- 3.21 **Terrorism** means an unlawful act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

4. CONDITIONS PRECEDENT

The Insurers shall not be liable to pay any claim hereunder unless the Insured complies with the following Conditions Precedent:

The Insured has

- 4.1 truthfully declared to its best knowledge all material facts likely to influence a reasonable Insurer in determining:
- (4.1.1) whether or not to accept the risk or any subsequent amendment,
 - (4.1.2) the premium,
 - (4.1.3) the terms, conditions, exclusions and limitations,
- having made all reasonable inquiries necessary to establish those facts.
- 4.2 no knowledge at the inception of this Contract of Insurance, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Contract of Insurance;
- 4.3 paid the premium as demanded.

- 4.4 declared that all information contained in the completed Proposal Form and/or supplied to support such proposal or other application for this Insurance is in all respects true and complete and unchanged at the inception of this Insurance. Further the Insured agrees that such information is material and forms the basis of this Insurance and is incorporated herein.

5. GENERAL CONDITIONS

- 5.1 This Policy, its schedules and any endorsements hereto shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy, the schedules or any endorsement hereto shall bear such meaning wherever it appears.
- 5.2 The Insured shall observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction and ensure that all necessary contractual arrangements have been made and confirmed in writing with the Insured.
- 5.3 Any fraud, concealment, or intentional misstatement or negligent statement of the information provided or in the making of a claim, shall entitle the Insurers to refuse payment of a claim or treat this insurance as though it had never existed.
- 5.4 The Insured shall at all times do and concur in doing all things reasonably within its ability to avoid or diminish a loss under this Insurance.
- 5.5 The Insured shall observe and fulfil the terms and conditions contained herein or endorsed hereon.
- 5.6 No other insurance shall be effected by the Insured to protect the interest insured hereunder without the prior written approval of the Insurers. In the event that such other insurance is effected, the Insurers reserve the right to amend the terms and conditions of this Insurance.
- 5.7 The premium and any expense incurred in the formulation of a claim shall not be recoverable items.
- 5.8 This Insurance is non-cancellable and there can be no return of premium unless otherwise stated in the Risk Details.
- 5.9 The Insured shall maintain adequate records in connection with the subject matter insured hereunder.
- 5.10 All salvage, recoveries and payments due to the Insured will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.
- 5.11 No suit shall be brought upon this Insurance unless the Insured has complied with all the provisions of this Insurance and has commenced suit within twelve months after the loss occurs.
- 5.12 This Insurance may not be assigned in whole or in part without the prior written consent of the Insurers.
- 5.13 Unless the Insured requested, and the Insurers agreed otherwise in writing, this Insurance shall be subject to the applicable law specified in the Risk Details provided to the Insured as part of this Policy.

6. EXCLUSIONS

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

- 6.1 non-appearance of any person or group(s) of persons.
- 6.2 the Insured's and/or Member's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.
- 6.3 any contractual dispute or breach by the Insured or any Member.
- 6.4 alterations or variance of Insured Event(s) without the prior written approval of the Insurers.
- 6.5 Windstorm, Firestorm, Earthquake.
- 6.6 adverse weather in respect of any outdoor Insured Event (s) other than where;
 - (6.6.1) the first Transactional value in respect of such an Event is recorded on the Protect Platform and accepted under this insurance no less than 10 complete calendar days prior to the commencement date of the Event and thereafter the weather; prevents the event organiser from undertaking the necessary set-up to permit the Insured Event to proceed; and/or
 - (6.6.2) on the day of the Insured Event is deemed by event organizer and/or Local Authority to present a danger to those attending and/or participating if the Insured Event were to proceed; and/or
 - (6.6.3) is deemed by the Local Authority to present a hazard to those attending and/or participating if the Insured Event were to proceed.
- 6.7 any Insured Event(s) in the open or under canvas where the stage area is not covered on three sides and above, other than:
 - (6.7.1) if weather conditions exist that require the covering on the sides of the stage area to be removed due to engineering specifications and/or a high wind action plan as long as the side covering is replaced as soon as practicable after the adverse weather conditions abate to within those conditions allowable by the engineering specifications (but no longer than the start of the next day's performance); and
 - (6.7.2) where a mobile hydraulic stage, a pop up stage or other similar stage is used, which have technical specifications which do not allow for the complete covering of the sides of the stage, then the sides of the stage are covered as much as the technical specifications allow.
- 6.8 any Insured Event(s) in the open or under canvas where the electrical equipment and wiring do not meet minimum recognised industry standards and are not fully compliant with governmental codes applicable to the Venue.
- 6.9 any work being carried out by builders or other contractors which renders the Venue or its facilities unusable in whole or in part, unless such work is unknown to the Event Organiser.
- 6.10 Transaction Value Costs which have not been declared to and agreed by the Insurers.
- 6.11 any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of the Insured Event(s).

- 6.12 the Insured or the Member failing to:
- (6.12.1) observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
 - (6.12.2) make all necessary arrangements that can reasonably be held to be within their ability and power for the successful fulfilment of the Insured Event(s).
 - (6.12.3) ensure that all necessary contractual arrangements are made and confirmed in writing with the Insured and as can reasonably be held to be within their ability and power that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licenses, permits, visas, copyright and patents) be obtained in a timely manner and valid for the period of the Insured Event(s).
- 6.13 any fraud, misrepresentation or concealment by the Insured and/or Member.
- 6.14 actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 6.15 civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.
- 6.16 seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
- 6.17 any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the Insured Event(s) is to be held.
- 6.18 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, nuclear reaction, nuclear radiation or radioactive contamination.
- 6.19 seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is a direct cause of a loss covered hereunder.
- 6.20
- (6.20.1) withdrawal, insufficiency or lack of finance howsoever caused,
 - (6.20.2) the financial failure of any venture,
 - (6.20.3) lack of or inadequate receipts, sales or profits of any venture,
 - (6.20.4) variations in the rate of exchange, rate of interest or stability of any currency,
 - (6.20.5) financial default, insolvency, or failure to pay of any person, corporation or entity,
- all (6.20.1) to (6.20.5) whether a party to this Insurance or otherwise.
- 6.21
- (6.21.1) lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,
 - (6.21.2) lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event.

- 6.22 the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing, concurrently or in any other sequence, thereto.
- 6.23 any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to:
- (6.23.1) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
 - (6.23.2) any travel advisory or warning being issued by a national or international body or agency.
- 6.24 national, court or religious mourning whether declared or not.
- 6.25 (6.25.1) any act of Terrorism and/or the threat thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- (6.25.2) any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism or fear thereof
- 6.26 any happening which is insured by or would, but for the existence of this Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this Insurance not been effected.
- 6.27 Specifically in respect of events in Australia, this contract excludes all losses associated with or contributed to by wildfire, wildfire smoke or resulting air quality or any measure taken in control thereof.
- 6.28 This insurance further excludes any claim directly or indirectly caused by, arising from or contributed to or by Industrial Action in France whether labour dispute, strike, protest or any other action (or threat thereof) by any person(s) or party.

7. CLAIMS PROCEDURE

The Insurers shall not be liable to pay any claim hereunder unless the Insured complies with the following conditions:-

- 7.1 In the event of any happening or circumstance which could give rise to a claim under this Insurance, the Insured shall:
- (7.1.1) as a matter of urgency give notice to the person(s) designated in the attached Risk Details,
 - (7.1.2) confirm the facts in writing as soon as possible, with all information that is available,
 - (7.1.3) make no admission of liability without the prior written consent of the Insurers,
 - (7.1.4) take all steps to minimise or avoid any loss hereunder,
 - (7.1.5) provide the Insurers or their appointed representatives with:
 - i) all necessary assistance in a timely manner,
 - ii) all information required,
 - iii) all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required;
 - (7.1.6) prove the loss to the satisfaction of the Insurers,
 - (7.1.7) forward immediately to the Insurers or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.

- 7.2 as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by the Insurers at such reasonable time and place as may be designated by the Insurers or their representatives. So far as is in their power the Insured shall cause their employees and other persons interested in the Insured Event(s) to comply with the foregoing. No such examination under oath or examination of books or documents, nor any other act of the Insurers or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Insurers might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Insurers' liability.
- 7.3 as soon as is practicable render a signed and sworn proof of loss to the Insurers or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.
- 7.4 allow the Insurers the right, if they so wish, to:
- (7.4.1) take such steps as they deem necessary to prevent, mitigate or minimise a loss,
 - (7.4.2) take over and conduct the defence or settlement of claims made against the Insured that are covered by this Insurance,
 - (7.4.3) pursue all rights or remedies available to the Insured whether or not payment has been made hereunder.

SUPPLEMENTAL CLAUSES

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

DATA PROTECTION

We (the subscribing insurers) respect the right to privacy. In performing our duties under this Contract We may collect personal information such as name, email address, postal address, telephone number, gender and date of birth. We may also collect sensitive personal information such as data relating to physical or mental health or condition. We need the personal or sensitive personal information to enter into and perform our contract with you. We retain personal information and sensitive personal information we collect where we have an ongoing legitimate business need to do so.

We may disclose the data we collect (including sensitive personal information) to our **group companies, third party services providers and partners** who provide data processing services to us, or who otherwise process personal or sensitive personal information for purposes that are described in this Privacy Notice or notified to you when we collect your personal or sensitive personal information; to any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary

- (i) as a matter of applicable law or regulation,
- (ii) (ii) to exercise, establish or defend our legal rights, or
- (iii) (iii) to protect your vital interests or those of any other person; to a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal and sensitive personal information only for the purposes disclosed in this Privacy Notice; and to any **other person with your consent** to the disclosure.

Personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data under arrangements that include the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process. The measures we use are designed to provide a level of security appropriate to the risk of processing personal information.

You have the following data protection rights: **access, correct, update or request deletion, object to processing, restrict processing and in some cases request portability.**

You have the **right to complain to a data protection authority** about our collection and use of your personal information. Any communications regarding this Data Protection Statement should be directed to the Data Controller at the address of the appropriate party.

