THIS IS NOT INSURANCE

Protecht, Inc. administers a Live Event Refund Program on behalf of the website or organization who sold you the **Tickets** or event entry, referred to as the **Company** throughout the Program. **Ticket Purchaser** must elect to enroll in Refund Program, and pay the full cost of both the **Tickets** and Refund Program for the specified fee at time of purchase in order to be eligible for refund through the Program. This Program does not provide insurance and Protecht is not an insurance company.

The following terms apply for **Ticket Purchasers** enrolled in the Program.

LIVE EVENT REFUND PROGRAM

PART I. DEFINITIONS

A. **Active Military Duty** means currently serving in the United States Armed Forces. A reserve member of the U.S. Armed Forces is on **Active Military Duty** only when called to active duty.

B. **Companion** means a person for whom the **Ticket Purchaser** has purchased a **Ticket** for the purpose of the **Companion** attending the **Event** with the **Ticket Purchaser**.

C. **Company** means Haku, the website or organization who sold you the **Tickets** or event entry.

D. **Common Carrier** means a business entity licensed to transport passengers for hire on land, over water, or by air. **Common Carrier** does not include vehicle rental companies.

E. **Cyber Incident** means unauthorized access to, or use of, any person's or organization's computer system or electronic data that is attained by any means, including but not limited to:

- **a.** the use of malicious code, virus, malware, ransomware, phishing, or social engineering;
- **b.** any act, error or omission or series of related acts, errors or omissions (including threats, phishing, social engineering, deception or manipulation) that results in unauthorized access to, processing of, use of, or operation of any computer system; or
- **c.** any denial-of-service attack that disrupts, prevents, or restricts access to, or use of, any computer system, or otherwise disrupts its normal functioning or operation.

F. **Epidemic** means an outbreak of infectious disease that spreads quickly and is designated as an epidemic by a public health authority, including the Centers for Disease Control and Prevention (CDC) or any similar federal or state agency.

G. **Event** means the event for which the **Ticket Purchaser** has purchased a **Ticket**, and also enrolled in the refund Program.

H. **Family Member** means the **Ticket Purchaser's Spouse**, civil union partner, domestic partner, child (including those who are or are in the process of being adopted), daughter-in-law, son-in-law, brother, sister, mother, father, grandparent, step-grandparent, step-child, step-brother, step-sister, step-parent, parent-in-law, brother-in-law, sister-in-law, legal guardian, caregiver, foster child, ward, or legal ward.

I. **Illness** means a physical sickness, infirmity, or disease that is not a **Preexisting Medical Condition**. **Illness** includes but is not limited to COVID-19 and its variants, when confirmed by a

positive PCR or equivalent test conducted by an appropriately licensed healthcare facility. **Illness** does not include mental, nervous, or psychological disorders.

J. **Injury** means bodily injury that was caused by an accident and that has been verified and documented by a **Physician**.

K. **Key Employee** means an employee with decision-making responsibilities for, or a major ownership interest in, their employer's business.

L. **Mechanical Breakdown** means a mechanical issue that prevents a vehicle from being driven. **Mechanical Breakdown** does not include running out of fuel or inoperability caused by the failure to perform routine maintenance.

M. **Motor Vehicle** means land motor vehicles and trailers designed for transporting passengers or freight on public roadways.

N. **Natural Disaster** means flood, hurricane, tornado, earthquake, tsunami, volcanic eruption, or blizzard; or a wildfire, mudslide, landslide, or avalanche resulting from a natural cause.

O. **Pandemic** means an **Epidemic** spread over a large geographic region.

P. **Physician** means a person who is a licensed practitioner of medical services who is practicing within the scope of their license. For the purposes of any examination by a **Physician** required by this Program, the **Physician** cannot be the **Ticket Purchaser**, a **Companion**, or a **Family Member**.

Q. **Preexisting Medical Condition** means any **Illness**, **Injury**, or other medical condition existing at the time the **Ticket Purchaser** enrolls in this Program.

R. **Repayment** means any cash, credits, recoveries, reimbursements, or vouchers the **Ticket Purchaser** receives or is entitled to receive in connection with purchasing a **Ticket** for the **Event**.

S. **Spouse** means the **Ticket Purchaser's** lawful spouse as defined by state law, including civil union and domestic partnership laws.

T. **Terrorist Incident** means an intentional use of force that causes property damage, **Injury**, **Illness**, or death that is carried out by an individual or group in order to achieve a political, ethnic, or religious goal and that is recognized as an act of terrorism by the United States State Department. **Terrorist Incident** does not include civil protest, unrest, rioting, or an act of war.

U. **Ticket** means a purchased license to attend an **Event** on a specific date and time. The price of a **Ticket** may include service, handling, and parking fees as long as the payment of such fees was included in the **Ticket's** total price.

V. **Ticket Purchaser** means a person who, in connection with purchasing one or more **Tickets** to attend the **Event**, has completed the Program application form and paid all required Program fees.

PART II. REFUND ELIGIBILITY

A. Live Event Refund Program

Starting at time of **Ticket** purchase, and ending when the **Event** begins, the **Company** will reimburse the **Ticket Purchaser**, up to the total purchase cost, if the **Ticket Purchaser** or their **Companion** is unable to attend the **Event** due to any of the following reasons:

1. **Illness** or **Injury** of a **Ticket Purchaser** or **Companion** that reasonably prevents the **Ticket Purchaser** or **Companion** from attending the **Event** for which the **Ticket** was purchased. The **Ticket Purchaser** or **Companion** must be examined by a **Physician**, who must provide documentation that the **Injury** or **Illness** reasonably prevented attendance at the **Event**.

2. **Illness** or **Injury** of a **Family Member** not attending the **Event** with the **Ticket Purchaser** that is considered life-threatening, requires hospitalization, or requires the **Ticket Purchaser** to provide primary care to the **Family Member**. A **Physician** must examine the **Family Member** and provide documentation to establish that the **Injury** or **Illness** reasonably required the **Ticket Purchaser** to miss the **Event**.

3. Death of the **Ticket Purchaser** or **Companion** prior to the **Event**'s start time.

4. Death of a **Ticket Purchaser's Family Member** within 30 days of the **Event's** start time.

5. The **Ticket Purchaser** or **Companion** has been advised by a **Physician** not to attend the **Event** due to complications or precautions with the **Ticket Purchaser's** or **Companion's** pregnancy. The **Ticket Purchaser** or **Companion** must be examined by a **Physician**, who must provide documentation that their condition reasonably prevented attendance at the **Event**.

6. The **Ticket Purchaser** or **Companion** is unable to attend the **Event** due to giving birth.

7. The **Ticket Purchaser** will be present at a **Family Member**'s (or **Family Member**'s surrogate mother's) childbirth during the **Event**.

8. The **Ticket Purchaser** or **Companion** is directly involved in a traffic accident, while traveling to depart on a **Common Carrier,** that prevents the **Ticket Purchaser** or **Companion** from traveling to the **Event**. The **Ticket Purchaser** or **Companion** must be departing on the **Common Carrier** within 48 hours of the **Event**'s start time and the **Common Carrier** must not be able to accommodate later transportation that would allow the **Ticket Purchaser** or **Companion** to arrive in time to attend the **Event**.

9. The **Ticket Purchaser** or **Companion** is directly involved in a traffic accident, within 48 hours of the **Event**, that damages the **Ticket Purchaser's** or **Companion's Motor Vehicle** and requires immediate repair for the **Motor Vehicle** to be operated safely.

10. The **Ticket Purchaser** is unable to attend the **Event** due to the **Ticket Purchaser,** their **Spouse,** their **Family Member,** or **Companion** being unexpectedly called to **Active Military Duty**.

11. When the Program is in effect, the **Ticket Purchaser**, **Spouse**, or **Companion** is terminated or laid off without cause after at least 12 months of continuous employment. This benefit does not apply to self-employed workers, volunteers, or any unpaid workers.

12. The **Ticket Purchaser** or **Companion** is prevented from attending the **Event** because they are required to serve on a jury or appear in court or at deposition by a subpoena or court order on the day of the **Event**. This does not apply to legal professionals acting in that capacity.

PART III. EXCLUSIONS AND LIMITATIONS

This Program does not provide Live Event Refund benefits if the **Ticket Purchaser's** or **Companion's** inability to attend all or part of the **Event** is in any way caused by or arises from:

A. **Ticket Purchaser** or **Companion** is medically unable to attend the **Event** at the time of **Ticket** purchase or Program enrollment.

B. **Ticket Purchaser** or **Companion** is advised by a **Physician** not to attend an **Event** prior to **Ticket** purchase.

C. Mental or nervous health disorders, including but not limited to: Alzheimer's, anxiety, dementia, depression, neurosis or psychosis; or physical complications related thereto for the **Ticket Purchaser**, **Companion**, or a **Family Member**.

D. Intentionally self-inflicted **Injury**, suicide, or attempted suicide of the **Ticket Purchaser** or **Companion.**

E. Alcohol, substance abuse, or related conditions or physical complications.

F. Being under the influence of (i) alcohol above the legal intoxication limit or (ii) drugs or narcotics, unless prescribed by a **Physician**.

G. Lost or stolen **Tickets**.

H. **Ticket Purchaser** or **Companion** making change to personal plans.

I. **Ticket Purchaser** or **Companion** having a business or contractual obligation unless specifically described in Part II.A. Live Event Refund Program.

J. War (whether declared or not), acts of war, riot, civil disorder or unrest, or insurrection.

K. **Active Military Duty** unless specifically described in **PART II.A. Live Event Refund Program**.

L. Travel on any aircraft other than a regularly scheduled commercial airline or air charter company.

M. Any government law, regulation, or prohibition, except as described in **PART II. A.9**.

N. Nuclear reaction, radiation, or radioactive contamination.

O. **Terrorist Incidents.**

P. **Epidemic** or **Pandemic**.

Q. Pollution or threat of pollutant release.

R. Illegal acts committed by a **Ticket Purchaser**, **Companion**, or **Family Member**.

S. The **Event** itself is cancelled for any reason (including bad weather) or no reason.

T. Participation by the **Ticket Purchaser** or their **Companion** in any professional athletic competition or event.

U. The **Ticket Purchaser's** or their **Companion's** ascending or descending a mountain or trail where ropes, guides, or other specialized climbing equipment is normally used.

V. Any occurrence that is expected or intended by the **Ticket Purchaser** at the time of **Ticket** purchase.

W. Failure of any **Ticket** broker, tour operator, **Common Carrier**, person, or agency to provide the bargained-for arrangements or to provide a **Repayment** owed to the **Ticket Purchaser**, unless otherwise covered in this Program.

X. Any **Cyber Incident** including but not limited to:

1. Theft or transfer of **Tickets** arising from a **Cyber Incident**;
2. Any action taken to control, prevent, or remediate a **Cyber Incident**; or
3. Any temporary or permanent unavailability or failure of, or inability to access or operate, any computer system.

PART IV. HOW TO REQUEST A REFUND

A. Notice of Refund Request. Notice of refund request must be given by the **Ticket Purchaser** or someone acting on their behalf to the **Company** or its designated representative within 30 days of the start of the **Event** or as soon as is reasonably possible. Notice must include the **Ticket Purchaser's** name and refund program number.

B. Refund Request Forms. Refund requests will be submitted by the **Ticket Purchaser** at a web portal designated by the **Company** or its designated representative.

C. Proof of Loss. The **Ticket Purchaser** must submit Proof of Loss to the **Company** or its designated representative within 90 days of the start of the **Event** or as soon as is reasonably possible. The **Company** or its designated representative may require the return of any unused **Ticket**, whether physical or digital, as soon as reasonably possible. In these circumstances, the **Company** reserves the right to withhold refund payment until any unused **Tickets** are returned.

D. Payment of Refunds. After receipt of acceptable Proof of Loss, payments for all refunds will be made to (or on behalf of, if applicable) the **Ticket Purchaser**, if living, otherwise to the survivors of the first surviving class of the following:

1. To their **Spouse**. If no living **Spouse**, then;
2. Equally to their living children. If no living children, then;
3. Equally to their living parents. If no living parents, then;
4. Equally to their living siblings. If no living siblings, then;
5. To the **Ticket Purchaser's** estate.

Any payment the **Company** makes in good faith fully discharges the **Company** to the extent of that payment.

E. Time of Payment of Refunds. Refund payment will be made within 30 days of the date the **Company** or its designated representative receives Proof of Loss that is acceptable to the **Company**.

PART V. GENERAL PROVISIONS

A. Assignment. The **Ticket Purchaser** cannot assign or transfer any of their rights, privileges, or benefits under this Program without the **Company's** written consent.

B. Entire Contract and Changes. This Program comprises the entirety of this contract between the **Ticket Purchaser** and the **Company**. No change in this Program is valid unless it is approved by an officer of the **Company**. No agent has authority to modify this Program or waive any of its provisions.

C. Legal Action. No legal action may be taken to recover on this Program within 60 days after Proof of Loss has been furnished in accordance with the requirements of this Program. No such action may be brought after three years from the time Proof of Loss is required to be furnished unless a longer period is required by law.

D. Misrepresentation and Fraud. There is no benefit if the **Ticket Purchaser**, **Companion**, or **Family Member** intentionally concealed or misrepresented any material fact, any material circumstance, or committed fraud related to this Program or any refund request.

E. Other Refund Programs with the Company. For each **Event**, the **Ticket Purchaser** may be covered by only one contract with the **Company**. Any additional contract will be terminated and any fees paid will be returned.

F. Payment. Benefits are not effective unless all payment due has been paid to the **Company** prior to any loss.

G. Subrogation. To the extent the **Company** pays the **Ticket Purchaser** for a loss, the **Company** will take over the rights and remedies of the **Ticket Purchaser** relating to the loss. This is known as subrogation. The **Ticket Purchaser** must help the **Company** preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps reasonably required by the **Company**. If the **Company** takes over the rights of the **Ticket Purchaser**, then the **Ticket Purchaser** (or their designated representative, if they are a minor) must sign an appropriate subrogation form provided by the **Company**. The **Company** will not retain any subrogation recovery until the **Ticket Purchaser** has been made whole with regard to any **Repayment** payable under the Program. If the **Company** pays or reimburses the **Ticket Purchaser** for a loss under this Program for which the **Company** believes a third party is liable and the **Ticket Purchaser** recovers payment from the third party, then the **Ticket Purchaser** must repay the **Company** the lesser of the amount the **Company** paid or the amount equal to the sum received from the third party for such loss or expense.

H. Waiver. The **Company**'s failure to strictly enforce its rights under this Program at any time or under any circumstance shall not constitute a waiver of such rights at any time under the same or different circumstances.