



# RUGBY WORLD CUP 2019™ TERMS & CONDITIONS



RUGBY  
TRAVEL  
IRELAND

## RUGBY TRAVEL IRELAND RUGBY WORLD CUP 2019, JAPAN TERMS & CONDITIONS

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## **1. Contracting Parties**

1.1. The customer is either a traveller/s booking or contracting in his/her/its personal capacity, with Rugby Travel Ireland (as defined in Clause 1.2) or a corporate or other entity booking and contracting in their capacity, with Rugby Travel Ireland (as defined in Clause 1.2).

1.2. OTP Travel Services Limited T/A Rugby Travel Ireland (hereafter referred to as "Rugby Travel Ireland"), is a company duly incorporated in accordance with the Company Laws of Ireland, Company Number 497583.

1.3. Rugby Travel Ireland carries on Rugby Travel Ireland under the regulations of the Commission for Aviation Regulation (TO 0260) and provides the customer with travel and other related services on behalf of principals and/or other agents engaged in, or associated with the Travel Industry, including inter alia, airlines, tour operators, hotels, car hire/vehicle transfers and tourist activities ("the Supplier/s").

1.4. Rugby Travel Ireland acts solely as an agent/broker on behalf of the Supplier/s and accordingly on receipt of any booking enquiry. Rugby Travel Ireland communicates with the Supplier/s concerned and endeavours to secure the necessary reservations, pricing and arrangements making up the booking enquiry.

1.5. The customer chooses as his/her/its domicilia et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, arising from any transaction or claim, which is governed by these terms and conditions, the physical address and facsimile number set out in the customer particulars schedule. Any notice given by any party to any other, which is:

1.5.1. sent by e-mail transmission to its chosen e-mail address shall be deemed to have been received on the date of transmission (unless the contrary is proved);

1.5.2. sent by prepaid registered post in a correctly addressed envelope shall be deemed to have been received on the 7th (tenth) Rugby Travel Ireland day after posting (unless the contrary is proven);

1.5.3. delivered by hand to a responsible party during ordinary Rugby Travel Ireland hours at its domicilia et executandi shall be deemed to have been received on the day of delivery.

## **2. Exclusion of Liability, Suppliers Terms & Risk**

2.1. Rugby Travel Ireland utilises the products of various travel suppliers ("the Tour").

2.2. While Rugby Travel Ireland makes every effort:

2.2.1. to engage quality suppliers among the airlines, hotels, tour operators and other service providers to provide the travel products making up the Tour featured in the Rugby Travel Ireland RUGBY WORLD CUP 2019 brochure ("the brochure"); and

2.2.2. to ensure that the various services making up the Tour will be carried out efficiently and as specified, it does not have direct control over the provision of services by Suppliers and shall not be liable for any loss, damage, injury, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any Supplier in carrying out the arrangements of the Tour, or otherwise in connection therewith.

2.3. Rugby Travel Ireland accepts no liability for:

2.3.1. changes, omissions or delays before or during the course of the Tour occasioned by technical difficulties, weather conditions, communication breakdowns or events beyond the control of Rugby Travel Ireland;

2.3.2. any cancellation or curtailment of the Tour as a result of the customer's personal circumstances, e.g. death or illness, "the Changed Circumstances Event/s" All expenses occasioned by the Changed

Circumstances Event/s, including but not limited to unscheduled extensions or curtailment of accommodation, changes to scheduled flights, additional airfares, telephone and meal costs, etc, will be for the customer's account.

2.4. If, in the opinion of Rugby Travel Ireland, the fulfilment of the Tour is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and/or any other adverse factors beyond Rugby Travel Ireland's' reasonable control, Rugby Travel Ireland may at any time cancel the Tour or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the account of the customer.

2.5. Further to Rugby Travel Ireland's cancellation policy in Clause 7, all bookings are further subject to the terms and conditions specified by the Supplier of the services which make up the Tour, excluding cancellation terms. Rugby Travel Ireland will provide on request, the identity of the Supplier and such Supplier's terms and conditions may include, but are not limited to, provisions regarding the cancellation fees or amendment fees applicable to confirmed reservations, refunds / no refunds for no-shows / unused services; late booking fees; baggage allowances; confirmation of flights, etc. In the case of airlines, the general cancellation fee applicable to tickets issued, is 100% (one hundred per centum); the typical baggage allowance 20kg; extension of ticket validity is not permitted and the customer must reconfirm his/her flight within 72 hours prior to departure.

2.6. Save in the event of wilful misconduct or gross negligence by Rugby Travel Ireland, neither Rugby Travel Ireland nor its representatives shall be liable for any loss, injury, death or damages, arising from the Tour.

2.7. Rugby Travel Ireland will not be responsible for any charges that appear on a traveller's credit card not levied/effectuated directly by Rugby Travel Ireland (e.g. a credit card charge by a hotel), nor accept responsibility for having any of these charges reversed or corrected upon the traveller's return to his/her country of departure/final destination.

2.8. Where the customer books travellers who are members of the customer's group, including but not limited to family members or minor children, the customer in question, in booking, indemnifies and holds Rugby Travel Ireland harmless against all claims for damages, loss, injury or expense, which any such member of the group may claim against Rugby Travel Ireland in the event that such claim is excluded under the terms and conditions set out herein. This indemnity shall be binding on the estate of the customer's travellers who so indemnify Rugby Travel Ireland.

### **3. Quoted Prices & Price Variations**

3.1. Current prices and services are detailed on the rates provided, as contracted, and are quoted in Euros unless otherwise stipulated. Rugby Travel Ireland expressly reserves the right to amend price quotations in the event of unforeseen increases in Supplier tariffs, taxes or other Government levies, tourism levies, fuel prices, other taxes of whatever nature or other factors beyond its control.

3.2. All quotations are valid only for 24 hours from issue and are subject to adjustment if the services quoted are not available at the time of booking. Quotations are based on itineraries and requirements specified by the customer. Upon acceptance, any amendments requested by the customer or traveller, which incur extra costs, are for the customer or traveller's account, as the case may be.

3.4. Rugby Travel Ireland reserves the right to adjust prices, on expiry of any period of validity of a price schedule/quote issued by Rugby Travel Ireland, by way of a revised price schedule/quote, in accordance with, e.g. increases in airfares, hotel rates, transport costs and currency fluctuations.

3.5. Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by Rugby Travel Ireland. Tours exclude any fuel surcharges that may be levied by the airlines.

3.6. All information contained in Rugby Travel Ireland's itinerary and price schedules are to the best of Rugby Travel Ireland's knowledge and believed to be true and correct, but Rugby Travel Ireland accepts no liability for any errors/inaccuracies contained therein.

3.7. Terms and conditions, including any exclusion of bookings, or discounts applicable to minor children, are as set out in the specific price schedule, or quote.

3.8. Prices set out in the price schedule/quote do not include any items or services not specified therein (and/or the brochure and/or Rugby Travel Ireland confirmation of booking). Typical items not included may be: a tour guide, airport taxes, costs of obtaining visas and passports, telephone calls, laundry, entertainment arrangements, gratuities and portage, meals and beverages, or any other item not specified.

3.9. In the event of any conflict between these terms and conditions and the brochure terms and/or Rugby Travel Ireland booking confirmation, the provisions of the brochure terms and/or Rugby Travel Ireland booking confirmation shall prevail.

#### **4. Reservations**

4.1. Rugby Travel Ireland does not accept any legal or contractual obligations in relation to conditional booking requests. A quotation does not constitute a "binding offer" from Rugby Travel Ireland, neither as to pricing nor availability. All Tours are subject to availability and are not guaranteed. These Tours or any variation thereof are subject to Rugby Travel Ireland's minimum package conditions as stipulated in the booking confirmation.

4.2. Once the customer makes a booking request to Rugby Travel Ireland, whether telephonically, or by facsimile or email, or on the Rugby Travel Ireland web-enabled booking system ([www.rugbytravelireland.com](http://www.rugbytravelireland.com)), Rugby Travel Ireland shall forward a written quotation / provisional confirmation of the booking by facsimile or email.

4.3. On transmission of Rugby Travel Ireland confirmation of booking:

4.3.1. a binding contract between the customer shall result on the terms and conditions set out herein, read together with the relevant pricing schedule and/or quote and/or brochure itinerary and/or Rugby Travel Ireland confirmation of the booking; and

4.3.2. the customer shall be liable to pay the Tour price as set out in Rugby Travel Ireland confirmation of booking (alternatively, the price schedule/quote applicable to such reservation).

#### **5. Booking Conditions**

5.1. Should the traveller fail to join a tour, join it after departure or leave it prior to completion, no refund will be made and no credits granted.

5.2. Rugby Travel Ireland shall not be liable for any loss, damage or expenses of any nature whatever suffered by the customer or any traveller arising from:

- a. The loss of or any damage to property;
- b. The cancellation or curtailment of any Tour;
- c. Sickness, quarantine, weather conditions, war, riots, and/or any other cause of any nature whatever, however caused and whether as a result of Rugby Travel Ireland negligence or otherwise.

5.3. Travellers may not carry any unlawful articles or substances whilst travelling. Should any traveller contravene the aforesaid prohibitions, Rugby Travel Ireland will be entitled to immediately exclude the offender from the tour and such traveller will be responsible for his or her own repatriation and all costs associated therewith. Rugby Travel Ireland will under no circumstance assist any such offender in any

dealings or negotiations with any authority.

5.4. Should Rugby Travel Ireland appoint a driver or tour guide in respect of any Tour, then the traveller shall be obliged to comply with all reasonable instructions of such driver or tour guide. Rugby Travel Ireland reserves the right to terminate the Tour of any traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed driver or tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, tour group or service provider.

5.5. Rugby Travel Ireland reserves the right to alter or substitute routes, refreshments, meals, accommodations, itineraries, tours, services, vehicles and/or other arrangements should conditions necessitate. Rugby Travel Ireland will offer substitutes of equal value and will inform the traveller of any known changes before departure, or as soon as reasonably possible.

## **6. Payment and Penalty Fees**

6.1. Payment shall be due and payable by the customer on or before the time periods as set out in the specific Rugby Travel Ireland booking confirmation.

6.2. Once a reservation has been paid in full, the price will not be subject to further currency fluctuations.

6.3. Payment terms are as follows:

Within 48 hours of receipt of invoice:	25% of total price
Payable by the 31st January 2019:	50% of total price
Payable by the 31st March 2019:	75% of total price
Payable by the 31st May 2019:	100% of total Price

6.4. In the event of any reservation being made after the 31st May 2019, the total price shall be immediately due and payable within 48 hours of confirmation. Cancellation terms apply as per Clause 7.1 below.

6.5. Payment method is via electronic funds transfer into the Rugby Travel Ireland bank account (as per the banking details reflected on the invoice). Bank charges on foreign currency deposits will be for the customer's account. Rugby Travel Ireland does not accept AMEx or payment by any USA credit card.

6.6. Rugby Travel Ireland expressly reserves the right to cancel any reservation where payment has not been made on the due date and without prejudice, to claim compensation for all possible damages suffered due to the customers breach and the customer hereby expressly agrees to this.

6.7. Interest at 2% above the current prime bank overdraft rate will automatically be applied to all overdue amounts.

6.8. In relation to all time periods stipulated for payment in the specific Rugby Travel Ireland booking confirmation, time shall be of the essence and Rugby Travel Ireland shall be entitled to cancel any reservation where payment (including deposits) has not been made by due date.

6.9. Where a deposit has been paid and the reservation is subsequently cancelled by Rugby Travel Ireland in terms of Clause 6, failure to pay the balance outstanding, the deposit paid to date will be forfeited to Rugby Travel Ireland subject to Clause 7 below.

6.10. Documentation and vouchers will only be sent to the customer on receipt of payment in full and receipt of completed booking forms and travel declarations (if applicable) to Rugby Travel Ireland.

6.11. When payment is made in a different currency to the currency quoted in the brochure/quote, then acceptance of payment in a foreign currency must first be approved by Rugby Travel Ireland, and will be subject to the rate of exchange, applied by Rugby Travel Ireland's bankers at the time of receipt of payment. The customer shall be liable to effect payment to Rugby Travel Ireland of any shortfall resulting

from exchange rate fluctuations.

6.12. Rugby Travel Ireland reserves the right to charge a booking fee and/or a handling fee which will be included in the total price.

6.13. Rugby Travel Ireland shall be entitled in its sole discretion to appropriate any amounts received by Rugby Travel Ireland from the customer towards the payment of any cause, debt or amount owing by the customer to Rugby Travel Ireland whatsoever. Each payment made by the customer to Rugby Travel Ireland, shall be applied firstly in respect of interest accrued and the balance, if any, shall be applied in reduction of the capital sum.

6.14. A certificate under the hand of any director/officer of Rugby Travel Ireland as to:

6.14.1. the existence and amount of any indebtedness at any time of the customer to Rugby Travel Ireland ("the debt"); 6.14.2. the fact that the due date for payment of the debt has arrived;

6.14.3. the amount of interest accrued on the debt (calculated at prime plus 2%);

6.14.4. any other fact, matter or thing relating to the customer's debt and/or obligations, in terms of any booking or indebtedness between the customer and Rugby Travel Ireland shall for the purpose of provisional sentence or summary judgement or any other proceedings against the customer in any competent court be:

- i. prima facie proof of the correctness of the matters stated therein;
- ii. deemed to be sufficient particularity for the purposes of pleading or
- iii. trial; and
- iv. valid as a liquid document for those purposes.

6.15. Notwithstanding anything to the contrary herein, the customer shall be obliged to pay Rugby Travel Ireland the whole of the outstanding balance of its debt, together with accrued interest thereon immediately, and Rugby Travel Ireland shall be entitled to proceed for the immediate recovery thereof without prior notice to the customer and without prejudice to Rugby Travel Ireland other rights in law and/or without prejudice to any claims which Rugby Travel Ireland may have against the customer arising from any breach of these terms and conditions or any booking, should:

6.15.1. The customer fail to pay any amount due by the customer to Rugby Travel Ireland in terms of this Agreement on the due date for payment thereof; or

6.15.2. The customer fail to pay have any judgement against it set aside within 14 (fourteen) days after the date on which any such judgement is granted against the customer; or

6.15.3. The customer breaches any material term hereof; or

6.15.4. The customer compromises or attempts to compromise with any of its creditors; or

6.15.5. The customer commits any act which, if committed by an individual, would constitute an act of insolvency; or

6.15.6. The customer, if a juristic entity, is placed in liquidation or judicial management or being wound up, whether provisionally or finally and whether voluntarily or compulsorily.

## **7. Cancellation & Amended Booking Fees**

7.1. Should the booking be cancelled for any reason whatsoever, partially or in full, by or on behalf of the customer the following cancellation fees will be due and payable. All cancellations must be made in writing and shall be effective only on the date on which Rugby Travel Ireland receives the written notice of cancellation:

7.1.1. Rugby Travel Ireland cancellation charges as follows:

Up until 31 August 2018:	25% of total price
From the 1st October 2018:	50% of total price
From the 1st January 2019:	75% of total price
From the 1st June 2019:	100% of total Price

7.1.2. Any further special cancellation charges that, e.g. may apply for peak periods, as is set out in Rugby Travel Ireland booking confirmation (which shall take precedence and substitute the cancellation charges due in terms of Clause 7.1.1);

7.1.3. All cancellation charges of the Supplier/s of the products and services, to which the booking relates, save that the liability of the customer shall be in respect of the greater of either the cancellation charges in respect of this Clause 7.1.3, or the cancellation charges due in terms of Clause 7.1.1 or 7.1.2 (as the case may be).

7.2. Amendments and all cancellations en route must be made with Rugby Travel Ireland directly. The customer shall be liable for all costs (including repatriation and the administrative fees of Rugby Travel Ireland incurred as a result of any en route cancellations, by the customer including but not limited to cancellation because of ill health or injury).

7.3. Rugby Travel Ireland has the right to charge for amendments to reservations at a change fee of:

7.3.1. Amendments received 90(ninety) days or less prior to departure:

Euro 20 for each alteration made to the booking after the initial reservation plus Rugby Travel Ireland and/or Suppliers published administration charges (from time to time), will be levied on all documentation or vouchers submitted for re-issue or refund.

7.4. No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive Tour price, or whether they are in respect of pre-booked or optional arrangements.

## **8. Issuing of Match Tickets**

8.1. RUGBY WORLD CUP 2019 match tickets are not re-printable and would require the traveller to re-purchase a brand new ticket should his or her ticket be lost or stolen. To reduce this potential risk, Rugby Travel Ireland will only issue the travellers pre-purchased RUGBY WORLD CUP 2019 match ticket/s via courier to the address provided at the time of booking. This courier service will require a signature on delivery. You will be notified in advance of the delivery date. Rugby Travel Ireland is unable to provide a specific time on that date that the courier will arrive.

8.2. The Match Ticket Terms and Conditions are attached to Rugby Travel Ireland's Terms and Conditions, by way of Annexure A. The customer warrants that he/she has read understood and will abide by these Terms and Conditions.

## **9. Changes to Hotels, Coaches, Vehicles & Other Services**

9.1. The products and services included on all booking itineraries are subject to availability. Rugby Travel Ireland reserves the right to substitute hotels or coach operators or other services listed with others of the same or next available higher or lower category, at no additional cost to the traveller, even after commencement of the tour.

9.2. Rugby Travel Ireland reserves the right to use smaller or larger vehicles on scheduled escorted tours should final traveller numbers justify such change.

## **10. Child Policy**

10.1. A child of 12 (twelve) years and older will be charged the full applicable adult per person rate on all services provided.

10.2. There is no discount for children on Match Tickets. One ticket will be required for each person, regardless of age (including, for the avoidance of doubt, babes in arms).

### 10.3. Accommodation

10.3.1. Children under the age of 12 (twelve) years may qualify for a reduction off the applicable per adult rate, should that child share its accommodation with two adults. This discount depends on the terms and conditions of the respective hotel Supplier.

10.3.2. No more than 1 (one) child per room sharing with 2 (two) adults, dependent upon on the terms and conditions of the respective hotel Supplier.

10.3.3. Children who occupy their own room will be charged the full applicable per adult sharing rate.

### 10.4. Flights

11.4.1. Children under the age of 12 (twelve) years may qualify for a reduction off the applicable per adult rate. This discount depends on the terms and conditions of the respective airline Supplier.

10.5. There is no discount for children booked on scheduled transfers.

## **11. Accommodation**

11.1. Unless specifically stated otherwise, all accommodation is based on 2 (two) people sharing a twin-bedded room on a bed and breakfast basis. Restrictions on the number of adults and/or children per room are as stated in the specific quotation or Supplier's terms and conditions, which restrictions are available on request. Specific room/bed requests are subject to availability and additional costs at the time of enquiry.

## **12. Transportation**

12.1. Transportation is in air-conditioned coaches, touring vehicles, minibuses and sedans, rail or underground rail, appropriate to the requirements of the Charter, Transfer or Tour. Rugby Travel Ireland reserves the right to utilise smaller vehicles should the number of travellers participating reduce sufficiently to warrant this. It is not always possible for all travellers to occupy front row seats throughout the Tours. So as to have as many travellers as possible enjoy front row seats, Rugby Travel Ireland tour guides and drivers have been instructed to implement a policy of rotation of seats.

12.2. In the event of Rugby Travel Ireland sub-contracting a vehicle, it is agreed that the substituted vehicle operator shall act as an independent contractor, and subject to the sub-contractors liability cover.

## **13. Special Requests**

13.1. Special requests must be made at the time of booking. Rugby Travel Ireland will endeavour to comply with the special requests, which will be for the cost of the traveller, but cannot guarantee that such requests will be met.

## **14. Travel Documents, Passports, Visas, Vaccinations, Inoculations and Re-Entry Permits & International Driver's Licenses**

14.1. All travellers will be personally responsible for ensuring that they are in the possession of and have complied with:

14.1.1. the correct travel documentation, including passports valid for the minimum period after the tour, required by Japanese law;

14.1.2. the correct visas/re-entry permits (if applicable), valid for Japan - the visa costs incurred are for the



traveller's own account; and

#### 14.1.3. health, foreign exchange and other legal requirements

14.2. Rugby Travel Ireland shall not be responsible for any consequences whatsoever should the traveller fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements. Rugby Travel Ireland shall not be responsible or liable for any information, which it or its representative may furnish to the traveller in relation to the above. The onus shall remain on the traveller at all times to ensure that he/she has complied with such requirements.

14.3. If a traveller intends to drive a rental car, he/she should obtain an international driving permit from his/her local transport authority. The traveller must also be in possession of his/her local driving license and produce same at the car rental check-in counter.

### **15. Insurance**

15.1. Rugby Travel Ireland can provide Travel Insurance on behalf of the traveller. The Insurance Policy is a contract made between the Policyholder (i.e. the traveller) and the Insurance Company. The Insurance Company agrees to provide insurance on the basis set out in the Insurance Policy, provided the premium is paid when due.

15.2. The onus falls on the customer to ensure that they must have suitable travel insurance cover for their requirements. Customers should familiarise themselves with any exceptions and conditions as may be imposed by the Travel Insurance.

### **16. Merchandising**

16.1. Rugby Travel Ireland is not responsible for any incorrect merchandise sizes ordered by the customer. The initial handling fee is included within the price of the Tour, but any costs incurred as a result of subsequent orders will be charged to the customer. Whilst Rugby Travel Ireland endeavours to contract with reputable Suppliers, Rugby Travel Ireland is not able to guarantee the quality of the garments received.

### **17. Interpretation, Law Applicable & Jurisdiction**

17.1. Words implying the singular shall include the plural and vice versa, words importing one gender shall include any other and reference to natural persons shall include legal entities and vice versa.

17.2. The law of the Republic of Ireland (where applicable) shall govern the relationship between Rugby Travel Ireland and the traveller/s or sub-agent, and the courts of the Republic of Ireland (where applicable) shall have sole jurisdiction in respect of any claims and/or disputes which may arise between Rugby Travel Ireland and the traveller/s or sub-agent.

17.3. The provisions of this Clause 19 will continue to be binding on the parties notwithstanding any termination or cancellation of any contract concluded by the customer with Rugby Travel Ireland.

17.4. These terms and conditions together with the terms of the booking confirmation/quote and the ticket terms and conditions reflects the full agreement between the customer and Rugby Travel Ireland and any variation and/or amendments thereof shall not be valid unless agreed to by Rugby Travel Ireland in writing.

## **18. Delays**

18.1. Rugby Travel Ireland shall not be responsible for the consequences of any delays whether arising from accidents, breakdowns, or any other cause whatsoever.

## **19. Right of Admission Reserved**

19.1. Rugby Travel Ireland reserves the right at its discretion to decline to accept or retain any person as a guest. Guests shall obey every lawful instruction of any employee of Rugby Travel Ireland or its representatives.

## **20. Responsibility**

20.1. Rugby Travel Ireland accepts no liability for the death of, or injury to, loss and/or damage to any person and/or property arising out of any act or omission of Rugby Travel Ireland, or as a result of negligence or otherwise, unless as a result of Rugby Travel Ireland's gross negligence or wilful misconduct.

## **21. Website**

21.1. These Terms and Conditions govern the Website User's use of the Rugby Travel Ireland Website located at the domain name [www.rugbytravelireland.com](http://www.rugbytravelireland.com). By accessing and using the Website, the Website User agrees to be bound by the Terms and Conditions set out herein.

21.2. Rugby Travel Ireland will be deemed to have received any data messages sent by the Website User if and when Rugby Travel Ireland responds to such message or receipt thereof is acknowledged. An automated acknowledgement of receipt will not be deemed to be an acknowledgment of receipt for the purposes of this clause.

21.3. The Website User will be deemed to have received any data messages that have been sent by Rugby Travel Ireland when the complete data message enters an information system designated or used for that purpose by the Website User.

21.4. If a Website User does not receive a response from Rugby Travel Ireland to any data message sent to Rugby Travel Ireland, the Website User should contact the Rugby Travel Ireland Call Centre. Rugby Travel Ireland shall not be liable for any failure to respond to any data message sent by the Website User.

21.5. By clicking on the "I AGREE" button on the Website, the Customer signifies that he/she has read, understands and accepts of all of these Terms and Conditions and agrees to be bound thereto.

## **22. General Terms**

22.1. Rugby Travel Ireland shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty or condition express or implied shall be considered to be or have been made or agreed or implied by reference to any other

writing, advertisement or conversation.

22.2. No indulgence, which Rugby Travel Ireland may grant to any party, shall constitute a waiver of any of the rights of Rugby Travel Ireland who shall not thereby be precluded from exercising any rights against the customer and/or the traveller which may have arisen in the past or which might arise in the future.

22.3. Each term or condition of these terms and conditions shall be separate and separately enforceable from the other terms and conditions herein, and shall in no way be limited or restricted by reference to or inference from any other terms or conditions. If any term or condition herein shall be found to be illegal or unenforceable then the remaining terms and conditions hereof shall be and remain binding.

22.4. Should Rugby Travel Ireland appoint a tour guide in respect of any Tour, then the traveller shall be obliged to comply with all reasonable instructions of such tour guide. Rugby Travel Ireland reserves the right to terminate the Tour of any traveller who wrongfully or unlawfully fails to adhere to the reasonable instructions of an appointed tour guide, and/or causes any wrongful disruption, disturbance or nuisance to any other traveller, tour group or service provider.

22.5. All travellers shall comply with general Codes of Conduct as issued by Rugby Travel Ireland from time to time, including any prohibition on smoking imposed on any coaches and at any hotels/venues on any Tour.

22.6. The customer shall be solely responsible for ensuring that he/she is physically and mentally capable of undertaking the journey and participating in the activities that constitute the tour itinerary.

## **ANNEXURE A**

# **RUGBY WORLD CUP 2019**

## **TICKET TERMS AND CONDITIONS**

These Rugby World Cup 2019 Ticket Terms and Conditions (“Conditions”) govern all Tickets issued for the Tournament and the admission of all visitors to any Venue to attend any Match where acquired as part of an official Tournament travel or hospitality package. In the case of any conflict or contradiction between these Conditions and the abbreviated form printed on the reverse side of each Ticket, these Conditions will prevail.

All capitalised terms used in these Conditions shall have the meanings given to them in paragraph 46 of these Conditions. All Tickets for the Rugby World Cup 2019 are issued by the Rugby World Cup 2019 Organising Committee (“JR2019”) or third parties designated by JR2019, pursuant to authority granted by Rugby World Cup Limited (“RWCL”).

Any Ticket Purchaser or any person who purchases or possesses a Ticket, or uses or attempts to use any Ticket shall be deemed to have agreed to comply with these Conditions.

### **Ticket Purchase and Delivery**

1. Tickets may only be purchased from JR2019 (via the Official Ticketing Agent) or from the Authorised Agents or through any other sale or transfer mechanism authorised in writing by RWCL. TICKETS PURCHASED OR OBTAINED FROM ANY OTHER SOURCE SHALL BE VOID AND MAY BE CONFISCATED OR CANCELLED WITHOUT REFUND OR COMPENSATION.
2. Tickets may not be purchased by any person under the age of 20 years.
3. The sale or other issuance of any Ticket is final and non-refundable except as outlined in paragraphs 26-32 of these Conditions or as required by applicable law. JR2019 shall not be responsible for any Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, and reserves the right not to replace any Ticket which is unreadable or incomplete. JR2019 reserves the right not to accept any Ticket that has been damaged, defaced or forged or any Ticket which is unreadable or incomplete.
4. JR2019 reserves the right to issue Tickets in hard copy or as electronic tickets.
5. It is the Ticket Purchaser’s responsibility to check his/her Tickets on receipt and the Ticket Purchaser should contact the relevant customer service centre as soon as possible if there is a mistake.

### **Ticket Use & Prohibitions on Transfers**

6. Save as set out in paragraphs 7, 8 and 9 below, Tickets are STRICTLY NON-TRANSFERABLE to any third party, and any person including Ticket Purchasers, Ticket Holders or any other person who uses or plans to use the Tickets are STRICTLY PROHIBITED FROM SELLING, OFFERING, DISPOSING, EXPOSING OR MAKING IT AVAILABLE FOR SALE OR PURCHASE TO ANY THIRD PARTY, REGARDLESS OF NATURE OR METHOD THEREOF. JR2019 reserves the right to cancel without refund any Tickets which JR2019 reasonably believes have been or are intended to be resold, offered, exposed or made available for sale, or transferred or otherwise disposed to any third party in breach of these Conditions.
7. If more than one Ticket is issued to a Ticket Purchaser which is a living person, the Ticket Purchaser must retain one Ticket for his/her personal use. Any remaining Tickets may only be used by persons who are known to the Ticket Purchaser personally (and who did not become known to the Ticket Purchaser through the sale or, transfer of the Ticket), except in circumstances where, in the sole opinion of JR2019, it is unreasonable to expect the Ticket Purchaser to attend the match (in which case, the transferee of the Ticket Purchaser’s ticket, shall produce such form of identity as JR2019 may require and shall be deemed to have accepted these Conditions herein) who accompany the Ticket Purchaser to the Match and are subject to the following conditions, save that such recipients of the Ticket Purchaser’s Tickets pursuant to this paragraph 7 shall not have any right to sell or transfer their Ticket to any other person and only the original

Ticket Purchaser shall have the right to a refund from JR2019 in respect of such Tickets under paragraphs 26-32 of these Conditions:

- a) any such Tickets must not be offered publicly (including on any website, social media site or other public forum) whether for sale, as a gift or donation or any other means of transfer and the sale or transfer of any such Tickets by the Ticket Purchaser to such recipients of the Ticket Purchaser's Tickets must not be for a value greater than the Original Sale Price of the Ticket;
- b) the Ticket Purchaser must bring these Conditions and any applicable Venue Regulations to the attention of such recipients of the Ticket Purchaser's Tickets and the transfer of any such Tickets by the Ticket Purchaser must be made strictly subject to these Conditions and any applicable Venue Regulations;
- c) these Conditions and any applicable Venue Regulations shall be binding upon such recipients of the Ticket Purchaser's Tickets in full;
- d) the Ticket Purchaser shall ensure that such recipients of his/her Tickets comply with these Conditions and any applicable Venue Regulations and JR2019 reserves the right to cancel the Ticket Purchaser's own Ticket and refuse the Ticket Purchaser admission to and/or eject the Ticket Purchaser from the Venue without refund or compensation in the event of a breach of these Conditions and/or any applicable Venue Regulations by any such recipients of the Ticket Purchaser's Tickets.

8. Where the Ticket Purchaser is a not a living person and the Tickets are acquired from an Authorised Agent such Ticket Purchaser may transfer its Tickets to its employees, members and clients. Such transfers are subject to the conditions expressed in paragraphs 7(a) to (d) above. Further, any recipients of the Ticket Purchaser's Tickets under this paragraph shall not have any right to sell or transfer their Ticket to any other person.

9. Tickets not purchased directly from JR2019 (i.e purchased from an Authorised Agent) may not be resold as part of the Official Ticket Resale Scheme.

10. Notwithstanding paragraphs 7, 8 and 9 above, except for the recipients of the Ticket Purchaser's Tickets under paragraph 8, it is a condition of the issuance of every Ticket and the right of admission to a Venue that the Ticket must not be:

- a) transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business; and/or
- b) for the purpose of being transferred, used or otherwise disposed of:
  - i. in relation to any promotional or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a Rugby Travel Ireland or a charity or otherwise); or
  - ii. to enhance the demand for any other goods or services; and/or
- c) 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
- d) transferred, used, combined with or incorporated as part of any accommodation or travel package or service other than by Sports Travel & Hospitality Ltd or the Official Travel Agents; and/or
- e) transferred, used, combined with or incorporated as part of any hospitality or entertainment other than by STH Japan kk; and/or
- f) combined with any other good(s) or service(s) (including as part of any hospitality, entertainment, accommodation or travel package or service), in each case without the prior written approval of RWCL.

11. In the event that JR2019, the Official Ticket Agent, RWCL or any Authorised Person reasonably suspects that a Ticket Holder has obtained their Ticket(s) from an unauthorised business, group or individual or is in breach of these Conditions, the Ticket Holder shall, upon request by JR2019, the Official Ticket Agent, RWCL or any Authorised Person, give a full explanation as to how and from whom including full contact details of the persons it received the Ticket(s) from) his/her Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a reasonably satisfactory explanation, JR2019 may cancel the Ticket(s) and refuse the Ticket Holder admission to and/or eject the Ticket Holder from the Venue without refund or compensation.

12. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of paragraph 10 of these Conditions may be cancelled by JR2019 and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from the Venue without refund or compensation and may also be liable to legal action.

## Venue Entry & Requirements

13. These Conditions are subject to any additional requirements for crisis management, public order and security and safety conditions of admission to a particular Venue that may be issued by JR2019 from time to time (the 'Venue Regulations'). JR2019 shall notify Ticket Purchasers of any such Venue Regulations via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application and made available via [www.rugbyworldcup.com](http://www.rugbyworldcup.com). If a Ticket Holder fails to comply with the applicable Venue Regulations, he/she may be refused admission to the Venue or evicted from the Venue without refund or compensation. In the case of any conflict or ambiguity between these Conditions and the Venue Regulations, these Conditions will prevail.

14. Admission to a Venue will only be authorised upon presentation of a valid Ticket and (if required by JR2019, RWCL and/or any Authorised Person) photographic proof of identity and proof of age. One Ticket will be required for each person, regardless of age (including, for the avoidance of doubt, babies in arms). A valid Ticket permits the Ticket Holder to view the relevant Match from the seat indicated on that Ticket or such other alternative seat as JR2019 and/or RWCL may allocate acting reasonably. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of the Match from the seat provided, nor is any representation or warranty given as to the quality, content or duration of the Match. Any Ticket Holder leaving a Venue will not be re-admitted and no pass-outs will be permitted. 15. For the purposes of safety, security and/or checking compliance with these Conditions, each Ticket Holder shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including by producing a valid Ticket and photographic proof of identity and proof of age). A Ticket Holder may be required to submit to a body and possessions search & screen process for the purposes of identifying any Illegal or Prohibited Item or Restricted Item on their person, and any refusal by the Ticket Holder may result in refusal of admission to the Venue or eviction from the Venue without refund or compensation. Any identified Illegal Items shall be handed over to the Police. Any identified Prohibited or Restricted Items which are surrendered by a Ticket Holder as a condition of entry to the Venue shall be deemed to be surrendered irrevocably and voluntarily and will be unable to be reclaimed by the Ticket Holder and shall be disposed of by JR2019 without liability.

16. JR2019, RWCL and/or any Authorised Person may refuse admission to the Venue or eject from the Venue without refund or compensation any Ticket Holder who:

- a) is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or is behaving, or considered by any Authorised Person likely to behave, violently, harmfully, disruptively or in a manner contrary to public order and/or safety;
- b) brings or attempts to bring into a Venue, possesses or uses within a Venue or in the vicinity thereof any Illegal or Prohibited Item including, without limitation, any prohibited items stipulated separately under Venue Regulations and the following:
  - i. firearms & ammunition (including component parts) or replica or imitation firearms or ammunition; all types of knives and bladed items; offensive weapons or implements, such as extendable batons, or any items modified into weapons or replica or imitation weapons; controlled drugs; explosives, fireworks, flares, smoke canisters or replica explosive devices; personal protection sprays, laser pointers & strobe lights; glass bottles and glass receptacles (medication bottles for personal use excluded); hazardous and/or toxic materials; aluminium or steel containers or aluminium or steel cans; plastic bottles; umbrellas (excluding folding umbrellas); or any item that an Authorised Person considers dangerous, hazardous and/or illegal or that may be used as a weapon or a missile or that may compromise or otherwise interfere with the safety of (or pose a hazard to) any person or security at the Venue;
  - ii. all wireless devices which emit radio waves (including phone jammers, radio scanners and walkie-talkies, wi-fi (wireless LAN) routers, Bluetooth devices and RFID tags); provided, however, excluding mobile phone for personal use and wireless devices which only have receiving functions (such as radios). Personal/private wireless and 3G or 4G access points/hubs (smart devices are permitted but must not be used as wireless access points to connect

multiple devices and unmanned aerial vehicles (UAV) and flying objects generally known as drones);

- iii. hard cool boxes;
  - iv. compressed gas containers (otherwise than required for personal medical purposes); v. protest material of any kind, including banners, clothing, signs or materials displaying political, religious, offensive or race-related messages, slogans or images;
  - vi. tents, spray paint or any other item which could be used to demonstrate within a Venue, sabotage or damage property;
  - vii. any objects bearing trademarks or other kinds of promotional signs and messages (of whatever nature) which JR2019, RWCL or any Authorised Person believe are for promotional or ambush marketing purposes;
  - viii. any tripods, monopods or video camera equipment whatsoever including 'selfie sticks' (whether or not for personal use); and any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing still or moving pictures) other than for personal use;
  - ix. bicycles, roller-skates, skateboards, scooters, wheeled footwear, prams and children's buggies and similar items;
  - x. pets or animals (other than guide/service dogs).
- c) brings or attempts to bring into a Venue, possesses or uses within a Venue any Restricted Item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue, such as, without limitation, large flags, banners and flag poles, oversized hats, large umbrellas, etc. which limit other people's views, noisemakers which make excessive loud noises such as vuvuzelas and whistles, horns, air horns, drums, rattles (things emitting clatters and sounds), and musical instruments; d) brings or attempts to bring into a Venue any alcohol, food and/or non-alcoholic drinks (other than small amounts of food and non-alcoholic drinks for personal consumption);
- e) whilst within any Venue or vicinity thereof, engages in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object (including, without limitation, onto the Playing Surface), instigates violence, racism, xenophobia or homophobia, or behaves in a way that any reasonable person may interpret as provocative, threatening, discriminatory and/or offensive, or creates or poses any threat to the life or safety of themselves or any other person(s), or harms any other person(s) in any way, or unreasonably obstructs the viewing of other spectators;
- f) whilst within any Venue, enters or circulates in restricted access areas or other areas where that person is not permitted (including, without limitation, the Playing Surface, changing rooms or other players' or officials' areas); or stands on seats; or climbs lighting masts, fences, roofs and other apparatus or constructions;
- g) is reasonably suspected by an Authorised Person of having committed, or being likely to commit, a criminal offence within the Venue or the vicinity thereof; and/or
- h) whilst within any Venue or the vicinity thereof, fails to comply with instructions from JR2019, RWCL and/or any Authorised Person;
- i) whilst within any Venue, damages, interferes with or tampers with any property of any third party;
- j) whilst within any Venue, smokes in any area where smoking is not permitted or uses an e-cigarette in any area where smoking is not permitted;
- k) brings or attempts to bring into a Venue, sells, possesses or uses within a Venue or in the vicinity thereof any sponsorship, promotional or commercial items or materials (of whatever nature) of any third party other than Authorised Agents without the prior written authorisation of RWCL and/or JR2019 (and the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within any Venue);
- l) whilst within any Venue or the vicinity thereof, engages in any form of activity related to marketing or advertising (including ambush marketing), or conducts any commercial activity whatsoever, or offers (either for free or for sale), sells or possesses items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without the prior written authorisation of RWCL and/or JR2019;
- m) whilst within any Venue hangs or drapes any flag or banner over any signage within the Venue;
- n) whilst within any Venue, engages in any form of gambling, or uses any computer and/or mobile device

- (including any portable, laptop or handheld computer tablet) to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Match, or records, compiles, transmits or disseminates (by any means) any scoring, statistical or other data for the direct or indirect purposes of gambling or gaming;
- o) offers to any third party any bribe or other reward to fix or contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Match and/or otherwise contacts or attempts to contact any player, coach, team or match official for a corrupt or improper purpose;
  - p) is under the age of 20 years unless accompanied by his/her parent or guardian or other adult of the age of 20 or over designated by such parent or guardian;
  - q) takes away or retains any match balls or other items;
  - r) uses or operates any unmanned aerial vehicles and flying objects generally known as drones at the Venue or surrounding areas of the Venue; provided, however, those which JR2019 approved shall be excluded;
  - s) destroys, damages, defaces any buildings, trees, works, other facilities, equipment or articles at the Venue or surrounding areas of the Venue;
  - t) demands visitation or does not move though being requested to move from any part of the Venue or surrounding areas of the Venue;
  - u) attempts to view any Match with any items placed on the aisle or viewing from the aisle;
  - v) enters or parks vehicles or bikes in areas at the Venue or surrounding areas of the Venue which are not permitted; w) conducts any protests or demonstrations, meetings, solicitation, public speeches, propagandas, missionary work at the Venue or surrounding areas of the Venue; x) conducts any other acts which will or may obstruct the undisturbed operation of the Tournament.

17. No Ticket Holder shall be permitted to enter, attend or remain in attendance at any Venue if that person has been refused to entry to or ejected from another Rugby World Cup 2019 match by JR2019, RWCL and/or any Authorised Person or is subject to a ban from attending the relevant Venue or any other sports ground by the relevant venue owner, sport's governing body or any other competent authority.

18. Ticket Holders must retain their Ticket at all times whilst within any Venue and Tickets must be presented for inspection upon request by JR2019, RWCL and/or any Authorised Person. Failure to do so may result in the Ticket Holder being ejected from the Venue without refund or compensation.

19. There is no storage available at Venues for prams and children's buggies, any surrendered Illegal or Prohibited Items or any Restricted Items or Ticket Holders' other personal property.

### **Limitation of Liability**

20. Nothing in these Conditions seeks to exclude any liability under the Japanese Consumer Contract Act and other laws of JR2019, RWCL, the Official Ticketing Agent, the Authorised Agents, the owner of the Venue or any Authorised Person for damages, death or personal injury caused by its negligence, fraud or other type of liability which cannot be excluded or limited by law.

21. THE LIABILITY OF JR2019, RWCL, THE OFFICIAL TICKETING AGENT AND THE AUTHORISED AGENTS SHALL (IN AGGREGATE) OTHERWISE BE LIMITED TO THE REFUND PROVISIONS SET OUT IN PARAGRAPHS 26 TO 32 (INCLUSIVE) OF THESE CONDITIONS.

22. PERSONAL ARRANGEMENTS INCLUDING TRAVEL, ACCOMMODATION OR HOSPITALITY RELATING TO ATTENDANCE AT THE MATCH WHICH HAVE BEEN ARRANGED BY THE TICKET HOLDER ARE AT THE TICKET HOLDER'S OWN RISK AND NONE OF JR2019, RWCL, THE OFFICIAL TICKETING AGENT, OR THE AUTHORISED AGENTS SHALL BE RESPONSIBLE TO THE TICKET HOLDER FOR ANY INDIRECT LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, SPECIFICALLY MENTAL SUFFERING, AND DAMAGE IN RUGBY TRAVEL IRELAND CONFIDENCE.

23. THE TICKET HOLDER IS RESPONSIBLE FOR HIS/HER OWN PERSONAL PROPERTY BROUGHT TO AND INTO A VENUE. NONE OF JR2019, RWCL, THE OFFICIAL TICKETING AGENT, AUTHORISED AGENTS, THE OWNER OF THE VENUE OR ANY AUTHORISED PERSON ACCEPTS ANY RESPONSIBILITY FOR ANY LOSS, THEFT OR DAMAGE OF A TICKET HOLDER'S PERSONAL PROPERTY.



## Media & Recordings

24. Photographs or any other recordings of sound or images taken by a Ticket Holder within a Venue may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private, non-commercial and non-promotional purposes and in any event not for commercial gain, disseminate at any time, over the internet, radio, television and/or any other current and/or future form or type of media, any sound, image, description or result and/or statistics of a Match (in whole or in part) including (without limitation) any such content made, recorded or captured in still or moving form by mobile phones or by any other form of wireless and/or portable device, or to assist any other person(s) in the conduct of such activities.

25. Each Ticket Holder attending a Match:

- a) acknowledges that he/she is likely to be recorded in a number of media and publicly disseminated;
- b) agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness captured whilst present at or about the Venue (by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
- c) acknowledges and agrees that RWCL is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound or images taken within a Venue (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and
- d) hereby irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and d) hereby unconditionally and irrevocably grants to RWCL a perpetual, exclusive, freely assignable and royalty-free and worldwide licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder within a Venue in breach of paragraph 24 of these Conditions.

## Refunds, etc.

26. JR2019 DOES NOT GUARANTEE THAT THE MATCH FOR WHICH A TICKET IS ISSUED WILL TAKE PLACE AT THE DATE, TIME AND VENUE STATED ON THE TICKET. JR2019 reserves the right to make alterations to the time, date, duration and Venue of any Match or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation), force majeure, safety and security concerns or decisions from any Authorised Person or other competent authority. In the event of such alteration, neither JR2019, RWCL, the Official Ticketing Agent, or any Authorised Agents (each a "Ticket Issuer") will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraphs 29-32 of these Conditions.

27. As soon as possible after JR2019 determines postponement, rescheduling or cancellation of a Match, all available information will be posted on [www.rugbyworldcup.com](http://www.rugbyworldcup.com) but it is the responsibility of the Ticket Holder to ascertain whether a Match has been postponed, rescheduled or cancelled and any new dates, times, and venue.

28. A Ticket will not be exchanged or refunded if:

- a) the Match is stopped for any reason after kick-off; or
- b) kick-off is delayed for any reason on the date of the Match; or
- c) the kick-off time of a Match changes but not the date.

29. JR2019, via the relevant Ticket Issuer, shall only be required to refund a Ticket Purchaser (on application by the Ticket Purchaser) with the Face Value of the relevant Ticket, in the following circumstances:

- a) if the Match is postponed before kick-off and the Match is not rescheduled; or
- b) if the Match is postponed before kick-off and the Match is rescheduled to another date (whether at the original Venue or at a different Venue); or

- c) if the Match is not held due to cancellation of the Tournament; or  
d) if the Ticket Purchaser is otherwise entitled to a refund under Japanese law.
30. If a Match is postponed before kick-off and the Match is rescheduled to another date (whether at the original Venue or at a different Venue), the Ticket Holder may:
- (if the Match is rescheduled to another date at the original Venue) either use the original Ticket for the rescheduled Match or apply for a refund pursuant to sub-paragraph 29(b) of these Conditions; or
  - (if the Match is rescheduled to a different Venue) either exchange the Ticket with JR2019, via the relevant Ticket Issuer, for a Ticket of the same or lower price category for the rescheduled Match (subject to availability of Tickets) or apply for a refund pursuant to sub-paragraph 29(b) of these Conditions.
31. The Ticket Purchaser shall not be entitled to a refund of any fees or charges paid in addition to the Face Value of the Ticket (for example, any Handling Fee or postage or courier charges) except where required by Japanese law. No interest or costs will be payable in respect of any monies refunded.
32. Where paragraph 29 of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If JR2019 initiates a refund process under sub-paragraphs 29(a), (b) or (c) of these Conditions, the Ticket Purchaser will be advised of the process and the prescribed deadline for refund applications through the media or via direct communication within ten working days of the cancellation or rescheduling of the Match or the cancellation of the Tournament. The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket or follow other procedures designated by JR2019 in order to be eligible for a refund. JR2019 shall not be required to issue a refund in relation to any Ticket which it reasonably believes has been the subject of a sale, transfer or disposal in breach of paragraph 10 of these Conditions.

### **General**

33. These Conditions have been drafted in the Japanese language. Translations of these Conditions may be made available by the Authorised Agents. In the case of any conflict or ambiguity between the Japanese language version of these Conditions and any translation of them into any other language, the Japanese language version of these Conditions will prevail.
34. Information about a Ticket Purchaser is gathered and stored to identify the Ticket Purchaser and for administration, communication, marketing, enforcement and access control purposes. The Ticket Purchaser has a right of access to and correction of his/her personal information by written request to JR2019.
35. The Ticket Holder irrevocably and unconditionally consents to the collection and processing by JR2019 of personal information provided to JR2019 by the Ticket Purchaser and any other Ticket Holder in accordance with JR2019's privacy policy (<http://www.rugbyworldcup.com/home/news/newsid=2063833.html>) for the purposes of the implementation of these Conditions, including for administration, communication, marketing, enforcement and access control purposes. If there are any requests from World Rugby or RWCL in regards to personal information provided to JR2019 in relation to Ticket Purchasers and other Ticket Holders, it is acknowledged in advance that JR2019 may provide this information to World Rugby or RWCL.
36. SAVE AS REQUIRED BY JAPANESE LAW, NONE OF JR2019, RWCL, THE OFFICIAL TICKETING AGENT OR ANY AUTHORISED AGENT ACCEPTS ANY RESPONSIBILITY FOR ANY LOSS, THEFT OR ACCIDENTAL DESTRUCTION OF ANY PERSONAL INFORMATION PROVIDED BY THE TICKET PURCHASER (AND ANY OTHER TICKET HOLDER) OR ANY FINANCIAL OR OTHER LOSS OR DAMAGE WHICH MAY RESULT, DIRECTLY OR INDIRECTLY THEREFROM.
37. In the event that any provision of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such provision had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.
38. JR2019 RESERVES THE RIGHT TO MAKE AMENDMENTS TO THESE CONDITIONS FROM TIME TO TIME WHERE IT HAS A VALID REASON TO DO SO (including, without limitation, a change in the Venue Regulations). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available as part the ticketing information at [www.rugbyworldcup.com](http://www.rugbyworldcup.com) and, JR2019 shall notify Ticket Purchasers of such changes via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application if they materially affect Ticket Purchasers' rights as a consumer.

39. Any information requests or other correspondence in relation to these Conditions should be addressed to: [info@sthgroup.uk](mailto:info@sthgroup.uk).
40. Any breach of any these Conditions may result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or his/her eviction from the Venue, in each case without refund or compensation in addition to any other remedy that JR2019 and/or RWCL may have. No failure or delay by JR2019 and/or RWCL to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.
41. All Tickets (and the copyright in all Tickets) remain the property of JR2019 and/or RWCL. Tickets are leased for the purpose of proving one's qualification to admission. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets must, upon the request of any Authorised Person, be delivered to that Authorised Person. Such actions are without prejudice to other remedies which JR2019 and/or RWCL may have.
42. These Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Conditions which is not already set out in these Conditions.
43. All the provisions of these Conditions shall be enforceable by RWCL, the Official Ticketing Agent, and Authorised Agents.
44. These Conditions will be governed by and interpreted in accordance with Japanese law. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at a Match will be submitted to the exclusive jurisdiction of the Japanese courts. Notwithstanding the foregoing, JR2019, RWCL, the Official Ticketing Agent and Authorised Agents reserve the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with Japanese law.
45. These Conditions shall not affect a person's statutory rights as a consumer.

## Definitions

46. When used in these Conditions, the following capitalised terms shall have the following meanings:

**"Authorised Agents"** means RWCL and all persons appointed by or on behalf of RWCL in connection with the Tournament (including, but not limited to, Sports Travel and Hospitality Limited; STH Japan kk; the Official Travel Agents (details of which are listed at [www.rugbyworldcup.com/supporterstours](http://www.rugbyworldcup.com/supporterstours); official partners, sponsors, suppliers, broadcasters and licensees who are legally and contractually entitled to sell or distribute of Tickets);

**"Authorised Person(s)"** means collectively all Tournament management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Tournament or the Venue or a Match, and their respective staff, officials, representatives, officers and volunteers;

**"Conditions"** means these conditions and the Venue Regulations which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on behalf of JR2019 from time to time;

**"JR2019"** means *Rugby World Cup 2019 Organising Committee, 4-1 Kasumigaoka-machi, Shinjuku-ku, Tokyo Japan*;

**"Face Value"** means the specified price of the Ticket only (including United Kingdom value added tax thereon) as stated on the relevant Ticket, and excludes any Handling Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including postage or courier charges);

**"Handling Fee"** means (where applicable) the fee payable per Ticket transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order (including Japanese consumption tax thereon);

**"Illegal or Prohibited Item(s)"** means those items specified in paragraph 16(b) of these Conditions and any other items from time to time prohibited from being brought into Venues (and Ticket Holders should check

the ticketing information on [www.rugbyworldcup.com](http://www.rugbyworldcup.com) from time to time for details of any additional Illegal or Prohibited Items);

**"Match"** means a game of rugby union forming part of the Tournament, the particulars of which are indicated on the Ticket;

**"Official Ticketing Agent"** means the official appointed ticket agent of JR2019, acting as agent for JR2019;

**"Official Ticket Resale Scheme"** means the official online Ticket resale facility;

**"Official Travel Agents"** means those entities appointed by Sports Travel and Hospitality Limited as official travel agents for the Tournament.

**"Authorised Sub-Agent"** means those entities appointed by Sports Travel and Hospitality Limited as official travel agents for the Tournament.

**"Original Sale Price"** means the specified price of each Ticket plus any Handling Fee (or part thereof) and other charges necessary to effect the sale or trade of that Ticket (including postage or courier charges);

**"Playing Surface"** means the area within the Venue on which the Match is played, together with any adjacent areas required for the purposes of the Match;

**"Restricted Item(s)"** means any item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue such as, without limitation, the items referred to in paragraph 16(c) of these Conditions (and Ticket Holders should check the ticketing information on [www.rugbyworldcup.com](http://www.rugbyworldcup.com) from time to time for details of any further examples of items which may only be brought into a Venue at the discretion of an Authorised Person);

**"RWCL"** means Rugby World Cup Limited of World Rugby House, 8 – 10 Pembroke Street Lower, Dublin 2, Ireland;

**"Ticket"** means a ticket (whether a hard copy ticket or an electronic ticket) evidencing a personal revocable licence from JR2019 for an individual to attend a particular Match at a particular Venue in accordance with the details indicated thereon;

**"Ticket Holder"** means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket was issued or transferred;

**"Ticket Purchaser"** means the individual who has purchased a Ticket or Tickets through the Tournament's official ticket programme and/or through any Authorised Agent(s);

**"Tournament"** means the Rugby World Cup 2019;

**"Venue"** means the entire premises of a stadium where a Match is scheduled to take place including all adjacent and surrounding areas used or controlled by JR2019 in connection with the staging of the Tournament at the Venue; and

**"Venue Regulations"** means as defined in paragraph 13.

**"World Rugby"** means the unincorporated association with its principal office in World Rugby House, 8 – 10 Pembroke Street Lower, Dublin 2, Ireland.