

TERMS AND CONDITIONS
CONTRACTUAL TICKET REFUND PROGRAM
AS AT 09.07.2025

This document contains the details of the benefits offered by Howler and the Terms and Conditions relating to their Contractual Ticket Refund Program.

WHAT WILL WE REFUND / 'RIGHT TO REFUND'

We will refund You the transaction value of Your Booking Price if the Customer suffers an Inability to Attend the Booked Event because of any of the following circumstances, that are neither expected nor intended by You or the Customer and are outside Your and the Customer's control.

Inability to Attend is defined as: -

- a) Identifiable physical bodily injury to or sickness of a Customer or a member of their Immediate Family caused by a sudden, unexpected, unusual, specific external event that occurs at an identifiable time and place between the time that the Booking Price is paid by You to Us and the day of the Booking which does not allow the Customer to attend or participate in the Booking and which is further confirmed by a licenced Physician or Doctor in writing;
- b) the death of a Customer or a member of their Immediate Family which occurs between the time that the Booking Price is paid by You to Us and the day of the Booking which results in the Customer being unable to attend or participate in the Booking and which is supported by a death certificate;
- c) Pre-Existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury of a Customer or a member of their Immediate Family that they were aware of at the time the Booking Price was paid by You to Us that would not normally preclude the Customer from attending or participating in the Booking and which is further confirmed by a licenced Physician or Doctor in writing;
- d) pregnancy complication of the Customer which the Customer was unaware of at the time that the Booking Price was paid by You to Us and which results in the Customer being unable to attend or participate in the Booking and which is further confirmed by a licenced Physician or Doctor in writing;
- e) birth of a child of the Customer occurring in the 7 days prior to the Booking;
- f) where the Customer is the victim of an indictable criminal assault within 10 days of the Booking and which results in the Customer being unable to attend or participate in the Booking;
- g) the unexpected disruption, or failure of the common carrier, including any disruption or failure due to strikes, used for transportation by the Customer and which the Customer could not have reasonably known about before the Booking Price was paid by You to Us and which results in the Customer being unable to attend or participate in the Booking or, if another means of public transport is available to the Customer, and this takes at least an additional 30 minutes of transportation time to travel to the Booking;
- h) the cancellation, rescheduling or delay of airline flight(s), including strikes, which results in the Customer being unable to attend or participate in the Booking and which the Customer was unaware of at the time the Booking Price was paid by You to Us;
- i) in the 48 hours prior to the commencement time of the Booking the vehicle taking the Customer to the Booked Event suffering unexpected mechanical breakdown (excluding running out of fuel), accident, fire or theft requiring the assistance of a repair organisation and which results in the Customer being unable to attend or participate in the Booking;

- j) a summons being received by the Customer to attend court as a juror which results in the Customer being unable to attend or participate in the Booking and which the Customer was unaware of at the time the Booking Price was paid by You to Us;
- k) a summons for the Customer to appear as a witness in court proceedings which results in the Customer being unable to attend or participate in the Booking and which the Customer was unaware of at the time the Booking Price was paid by You to Us;
- l) a requirement for the Customer or a member of their Immediate Family to re-sit an examination to take place on the date of the Booking which results in the Customer being unable to attend or participate in the Booking provided the Customer or the member of their Immediate Family was unaware of either the failure of the original examination and/or the date of the resit at the time the Booking Price was paid by You to Us;
- m) the unforeseen change of date of an examination for a course the Customer was registered on at the time the Booking Price was paid by You to Us and which results in the Customer being unable to attend or participate in the Booking;
- n) a burglary, fire, malicious damage or flood at the residence or the business premises or agricultural holding owned, leased, licenced or occupied by the Customer which requires the Customer to be present at the residence or premises to perform necessary protective steps and which results in the Customer being unable to attend or participate in the Booking;
- o) a requirement imposed on the Customer by their employer to move address, remain at their office, undertake a business trip or attend or travel to a business appointment with a supplier, contractor or customer which was unknown to the Customer at the time that the Booking Price was paid by You to Us and which results in the Customer being unable to attend or participate in the Booking. The move of address may be temporary or permanent provided the new address is more than 100 miles from the Customer's primary residence and provided the business trip or travel is more than 100 miles from the Booking;
- p) where a government or local authority has issued a warning not to travel due to adverse weather which prevents the Customer attending or reaching the Booking, provided the venue at which the Booking is to take place remains open;
- q) if the Customer is unexpectedly made compulsorily redundant by their employer through no fault of the Customer which was unknown to the Customer or You at the time that the Booking Price was paid by You to Us and which results in the Customer being unable to attend or participate in the Booking;
- r) if the Customer is a member of the Armed Forces, Reserve Armed Forces or Emergency Services and is recalled or summoned to work, posted overseas or is required to be on duty on the date of the Booking which was unknown to the Customer at the time that the Booking Price was paid by You to Us and which results in the Customer being unable to attend or participate in the Booking;
- s) the theft of the Customer's identity papers (identity card or passport) occurring in the month before the Booking date and which results in the Customer being unable to attend or participate in the Booking provided the theft is reported to the competent police authorities and a crime reference number is obtained;
- t) the theft of the Customer's ticket or voucher for the Booking committed by break-in and/or assault and which results in the Customer being unable to attend or participate in the Booking, provided the theft is reported to the competent police authorities and a crime reference number is obtained.

For the avoidance of doubt, You will only be entitled to a refund of that part of the Booking for the individual Customer(s) who suffer(s) an Inability to Attend the Booking.

WHEN ARE YOU ELIGIBLE FOR A REFUND

You are eligible for a refund if :-

- 1.1. The reason leading to an Inability to Attend by the Customer first occurred after the purchase of the Booking between Us and You has been confirmed.
- 1.2. The reason leading to an Inability to Attend by the Customer did not arise from any known pre-existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury (as defined in paragraph 2.10 "Pre-Existing Condition" below), unless the Customer received a release to attend or participate in the Booking from their licenced Physician or Doctor.
- 1.3. Prior to purchase of the Booking the Customer and/or You knew no fact or condition which could reasonably cause or lead to an Inability to Attend the Booking.
- 1.4. The reason leading to an Inability to Attend by the Customer is not due to a personal change in plans or the venue at which the Booking is to take place closing, or the Booking is cancelled, abandoned, postponed, interrupted, curtailed or relocated.

DEFINITIONS

- 2.1. Customer means the person(s) attending the Booking for which the Booking Price has been paid by You to Us.
- 2.2. Immediate Family means the Customer's:
 1. legal or de facto spouse;
 2. civil partner;
 3. children, step-children or the person or guardian responsible for looking after their children where the children are minors;
 4. daughter(s) and son(s) in law;
 5. grandchildren;
 6. parents, parents-in-law, step-parents;
 7. grandparents;
 8. siblings; or
 9. fiancé or fiancée,who are under 81 years of age at the time of the purchase of the Booking.
- 2.3. Booked Event/ Booking means the pre-booked ticket, enrolment, entrance or registration fee together with any ancillary services or facilities, including the hotel as offered by Us, for which a Booking Price has been paid by You to Us.
- 2.4. Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.
- 2.5. Booking Price means the refundable transaction value of monetary fees including any booking, handling and service fees including the hotel as offered by Us, that are required to be paid by You to Us for the Customer to attend or participate in the Booking.

- 2.6 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- 2.7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any Computer System.
- 2.8 Computer System Failure means any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 2.9 Physician /Doctor means a person (other than You or the Customer) who is not related to You or the Customer by blood, marriage or civil partnership who is licenced to prescribe drugs and administer medical treatment (within the scope of such licence) at the location where the treatment is provided. A Physician/Doctor does not include a naturopath, a herbalist or a homeopath.
- 2.10 Pre-Existing Condition means the physical impairment, defect, degenerative process, illness, sickness, disorder, injury, infirmity, medical or psychological condition of the Customer or a member of the Immediate Family which existed prior to the time the Booking Price was paid by You to Us.
- For the purpose of this definition a physical impairment, defect, degenerative process, illness, sickness, disorder, injury, infirmity, medical or psychological condition exists prior to the time the Booking Price was paid by You to Us, if it has been diagnosed by a Physician/Doctor prior to time the Booking Price was paid by You to Us or, in the event it has not been so diagnosed, then in the opinion of a Physician/Doctor, the Customer or the member of the Immediate Family could reasonably have been expected to be aware of its existence prior to time the Booking Price was paid by You to Us.
- 2.11 We/Us/Our means Howler
- 2.12 You /Your means the person(s) responsible for paying the Booking Price.

WHAT WE WILL NOT REFUND

We will not provide a refund for any costs or the Booking Price if / following:

- 3.1 the Customer suffers injury, sickness or death, that arises from any known Pre-Existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury, unless the Customer received a release to attend or participate in the Booking from their licenced Physician or Doctor.
- 3.2 prior to the confirmed Booking purchase by You, the Customer had any known fact or condition which could reasonably cause or lead to an Inability to Attend or participate in the Booking.

3.3 You and/or the Customer are fearful or there is a threat of catching a Communicable Disease leading to an Inability to Attend.

3.4 the Customer's Inability to Attend resulted from:

- 3.4.1 acts committed with the intent to suffer an Inability to Attend the Booking;
- 3.4.2 the abuse of alcohol or drugs, medication or non-compliance with prescribed medical treatment, regime, therapy, advice or medication;
- 3.4.3 intentionally self-inflicted harm;
- 3.4.4 suicide or attempted suicide (whether sane or insane);
- 3.4.5 cosmetic or any other elective surgery;
- 3.4.6 organ harvesting surgery save if elective surgery to donate an organ to a member of the Immediate Family;
- 3.4.7 mental, nervous or emotional disorders that do not require immediate hospitalization;
- 3.4.8 routine pre-natal care, fertility treatments, elective abortion, which occur in the 9 weeks before or after the expected date of delivery.

in respect of the Customer and/or a member of the Immediate Family.

3.5 a criminal or fraudulent act by You and/or the Customer and/or a member of the Immediate Family.

3.6 nuclear reaction, radiation, or radioactive contamination.

3.7 seepage, pollution, or contamination or any biological or chemical contamination.

3.8 war (declared or undeclared) acts of war or military duty or service.

3.9 civil commotion or disorder, riot, or unrest.

3.10 any act of terrorism or threat or fear thereof.

- 3.11. 1. Cyber Act or Computer System Failure or the fear or threat (whether actual or perceived) of any Cyber Act or Computer System Failure; or
2. action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Computer System Failure or the fear or threat (whether actual or perceived) of any Cyber Act or Computer System Failure.

The exclusions in paragraph 3.11 shall not apply should any Customer be unable to attend the Booking as a sole and direct result of a Computer System Failure affecting:

- a. Our Computer System, or
- b. any Computer System under Our direct operational control, or
- c. any single airport Computer System, or
- d. third party infrastructure or a service provider, but only when such Computer System Failure of a third-party infrastructure or a service provider is caused solely and directly by physical damage due to a cause which is not otherwise excluded in these Terms and Conditions which is beyond Our, Your and the Customer's control and is not caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act, including but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act.

These Terms and Conditions do not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any Computer System Failure affecting third party infrastructure or any service provider including telecommunications, internet service, satellite, cable, electricity, gas, water or other utility service providers except as specifically provided in 3.11.d above

- 3.12 the financial collapse or default of any transport, tour, venue or venue provided where the Booking is to take place and/or any other service providers.
- 3.13 the prohibition, regulation or order by any local authority or government agency save as provided for in p) under the heading WHAT WILL WE REFUND above.
- 3.14 the Customer making changes to personal plans, having a business or contractual obligation, or rescheduling a prior appointment save as provided for in o) under the heading WHAT WILL WE REFUND above.
- 3.15 any expected or foreseeable events.
- 3.16 the Customer travelling to a country, region, or city for which their government has issued a travel advisory in writing prior to the Booking Price being paid by You to Us.
- 3.17 the Customer travelling to a sanctioned country for any business or activity to the extent that such travel would violate any national economic or trade sanction law or regulations.
- 3.18 the Customer is prevented from travelling to a Booking due to an outbreak of a Communicable Disease or a local, national or international body or agency has imposed a ban on travel or imposed quarantine or restrictions or has taken any action in controlling, preventing, suppressing or in any way relating to the movement of people or animals due to a Communicable Disease.
- 3.19 if any application for a refund arises out of, is contributed to by, or results from Coronavirus disease (COVID-19); Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or any mutation or variation of SARS-CoV-2.
- 3.20 if the venue at which the Booking is to take place closes or the Booking is cancelled, abandoned, interrupted, relocated, curtailed or postponed.

GENERAL REQUIREMENTS

- 1. The Customer must make all necessary arrangements to arrive at the Booked Event on time.
- 2. The Customer must not be aware of any material fact, matter or circumstance, at the time of purchase of the Booking which may give rise to a refund request.
- 3. You must take all reasonable precautions to prevent or reduce any request for a refund.
- 4. unless We agree otherwise:
 - a. the language of this document and all communications relating to it will be English; and
 - b. in the event a dispute shall arise between the parties to this contract in relation to all aspects of the contract, including negotiation and performance, it is

hereby agreed that the dispute shall be referred to South African Arbitration & Mediation for arbitration in accordance with South African Arbitration & Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

APPLYING FOR YOUR RIGHT TO REFUND

- 4.1. In the event of a reason leading to the Customer's Inability to Attend or participate in a Booking You are responsible for reporting the event within 60 days of the date of the Inability to Attend by following the instructions as set out in the Booking Confirmation Form emailed to you upon completion of Booking purchase and completing the refund request details.
- 4.2. You must:
 - a) Follow the instructions and provide information as requested by EOS Claims LLP;
 - b) Authorize Us or our authorized representative(s) or agent(s) to obtain documentation, records and other information as needed;
 - c) Agree to the independent medical examination of the Customer or member of the Immediate Family if required by Us or our authorized representative(s) or agent(s);
 - d) Co-operate with Us or our authorized representative(s) or agent(s) in the investigation, defence or settlement of the Booking Price ; and
 - e) Assist Us or our authorized representative(s) or agent(s), upon our request, in the enforcement of any right or remedy against any person or entity which may be liable to You for the Customer's Inability to Attend or participate in the Booking.
- 4.3. You will not, except at your own cost, voluntarily make a payment, assume any obligation, agree to a settlement, or incur any expense related to the refund of the Booking Price without Our consent. We will contribute €60 or other local currency equivalent towards a Physician's/Doctor's report obtained by You in support of a valid Right to Refund claim.
- 4.4 Refund of Bookings will be calculated in accordance with these Terms and Conditions.