

## STANDARD TERMS & CONDITIONS

The Terms and Conditions outlined below govern the usage of the Royal Priority Pass Membership. All registered clients, must agree to abide by these Terms and Conditions in order to utilize the Membership.

**Should you have any questions regarding these Terms and Conditions, please feel free to contact a customer support specialist at ~~+1-800-000-0000~~ or by email at [book@rpphi.com](mailto:book@rpphi.com)**

### 1. MEMBERSHIP PROGRAM RULES

1.1. When registering your personal details, you are obliged to provide correct details and your failure to do so may invalidate your membership and any subsequent transaction(s). Your responsibility to provide accurate information is a continuing obligation and you must notify Royal Priority Pass in the event that any information provided by you changes.

1.2. Your membership is personal to you and your authorized users. You are responsible for ensuring that no one (other than you and your authorized users, where applicable) uses your Membership.

1.3. You agree that you will only use your Royal Priority Pass Membership for the purposes for which it is issued. You must notify Royal Priority Pass immediately by e-mail at [book@rpphi.com](mailto:book@rpphi.com) if it is lost or stolen.

### 2. MEMBERSHIP PURCHASE & CANCELLATIONS

2.1. Membership purchase/reload costs are communicated prior to purchase via our website/quotes, contracts or via phone/electronic mail.

2.2. Once purchased your purchase price for the Membership is non-refundable. However, Royal Priority Pass may at its sole discretion elect to refund your Membership purchase in whole or in part depending on the circumstances relating to the cancellation of any Membership.

2.3. Royal Priority Pass reserves the absolute right to cancel or suspend your Membership (at its sole discretion) for any reason whatsoever. If Royal Priority Pass cancels your Membership, Royal Priority Pass may (at its sole discretion) issue a refund for the Membership.

### 3. USING YOUR MEMBERSHIP

3.1. Any authorized Membership holder may submit a request by telephone, e-mail or through our website, once the Membership has been registered.

3.2. Royal Priority Pass will provide services described on our website as well as any services at your request. You may request Royal Priority Pass to provide or arrange any lawful, proper and moral

personal service in relation to any personal needs or desires (including, without limitation, provision of information, access to events, activities and venues, as well as personal goods and services).

3.3. Royal Priority Pass reserves the right to withdraw any of these Services and/or to refuse to supply the Services requested.

3.4. If Royal Priority Pass is unable to fulfill any request, we will inform you as soon as reasonably practicable.

3.5. Suppliers/vendors and partners are sometimes responsible for providing you with the services and products you request. Royal Priority Pass will communicate with suppliers/vendors and partners on your behalf unless it is more appropriate for you to contact the supplier/vendor/partner directly.

3.6. Suppliers/vendors and partners may impose their own terms and conditions of which you are required to comply with.

3.7. When requesting a product or service, you may be requested to provide your Payment Card details. If you request and authorize Royal Priority Pass to use your Payment Card in order to pay a supplier/vendor/partner for products or services, you acknowledge and agree that Royal Priority Pass shall have no liability in respect of or be responsible in any way whatsoever in respect of the use of your Payment Card provided that Royal Priority Pass acts in accordance with the instructions issued by you in relation thereto.

3.8. You undertake that all details you provide to us for the purpose of booking, ordering or purchasing products or services are correct, that the Payment Card you are using is your own and that there are sufficient funds to cover the cost of the product or the service.

3.9. From time to time the procurement or provision of certain services or products may incur a Royal Priority Pass handling charge (of which you will be notified) - in these cases you hereby authorize Royal Priority Pass to debit your Payment Card with any such handling charges.

3.10. Royal Priority Pass may at your order purchase goods or services on your behalf. In the event that it acts as a credit agent in this regard, you hereby authorize Royal Priority Pass to deduct the credit sum from your Payment Card within 30 days of the payment date. In the event that Royal Priority Pass pays for the goods or services in cash, it shall be entitled to add any applicable credit card charges to the sum deducted from your Payment Card.

3.11. Unless otherwise agreed by the supplier, vendor or partner, you shall not be entitled to cancel any services requested where, on your instructions, performance has already begun.

#### **4. TICKETS/EVENTS**

4.1. Royal Priority Pass actively provides access to thousands of events around the world either directly itself or through one of its ticket agent Partners. Please note that often when purchasing tickets, you are purchasing tickets above face value, which includes service charge(s) reflecting our costs and efforts in obtaining premium seats.

4.2. All sales are final, no refunds or cancellations are issued after you have purchased your tickets.

4.3. In the events of show cancellations directly by the artist/promoter, only the return of the face value of the tickets can be guaranteed. Shipping fees are non-refundable.

4.4. Royal Priority Pass or its ticket agent partner will dispatch your tickets by courier service. Please note that neither Royal Priority Pass nor its ticket agent partners can be held liable for any failure by the courier to deliver your tickets.

## **5. LIABILITY**

5.1. Royal Priority Pass warrants to you that Royal Priority Pass shall use its reasonable endeavors to provide the services with reasonable care and skill and, as far as reasonably possible, in accordance with your request and instructions from time to time. Where Royal Priority Pass supplies you with any goods or services supplied by a third party, then Royal Priority Pass is acting as your agent in sourcing the goods or services. Royal Priority Pass will use reasonable care in selecting the supplier and ensuring the order is placed in accordance with your wishes. For the avoidance of doubt, Royal Priority Pass does not and will not provide any representations or recommendations in relation to any of the information and suggestions comprised within the services. You are deemed to be responsible for, and shall use your own skill and judgment as to, the quality, value and suitability of such information and suggestions in relation to deciding whether to enter into any contract with any third party for the supply of services or sale of goods.

5.2. Your contract for the purchase of products or services is made with the relevant supplier/partner/vendor only. Royal Priority Pass acts as an agent for the supplier/partner/vendor and, unless expressly provided otherwise, all your rights and remedies are against the supplier/vendor/partner.

5.3. Royal Priority Pass will not be responsible for products and services offered by Royal Priority Pass as agents for the suppliers/vendors/partners or for any aspect of the relationship between you and any particular supplier/vendor/partner. Royal Priority Pass will however do everything it reasonably can to assist you in any dealings you have with the supplier/vendor/partner.

5.4. You agree that any contract entered into by you with any of the suppliers/vendors/partners is an independent contract. Royal Priority Pass hereby disclaims any and all liability for any act or omission of any supplier/vendor/partner or any loss incurred by you as a result of any act or omission of a supplier/vendor/partner whether or not arranged through Royal Priority Pass.

5.5. Royal Priority Pass accepts no liability for any losses or claims arising from any inability to access the website or any failure to complete a transaction.

5.6. Save in respect of death and personal injury caused by the negligence of Royal Priority Pass or as expressly provided for in these Terms and Conditions, Royal Priority Pass shall not be liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from the provision of the services or your reliance upon the information and suggestions provided by Royal Priority Pass hereunder and the resulting supply of goods and services to you by any third party.

5.7. Royal Priority Pass shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by you which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any other fault of you.

5.8. Royal Priority Pass shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from requests you place for non-members, other than for immediate family and/or nominated persons on your Membership registration. In addition, non-members shall have no cause of action directly, or indirectly via the Royal Priority Pass Membership holder or other person(s), against Royal Priority Pass for any loss, damage, costs, expenses or other claims for compensation arising from requests placed for the benefit of the non-member by a member.

5.9. Royal Priority Pass shall not be liable to you or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of Royal Priority Pass's obligations in relation to the services, if the delay or failure was due to any cause beyond Royal Priority Pass's reasonable control.

5.10. Except in respect of death and personal injury and subject to the provisions of these Terms and Conditions, Royal Priority Pass's maximum liability to you for breach of any of its obligations hereunder shall be limited to the value of the Membership and the charge for the services to be provided.

5.12. This section applies only to the extent permitted by law.

## **6. CHANGES TO THESE RULES**

6.1. Royal Priority Pass may vary these Terms and Conditions from time to time and will notify you of any changes in a timely manner. Notification will be by some or all of the following medium: • The website; • E-mail; • The national press. Your continued use of your Membership constitutes acceptance of the altered Terms and Conditions.

## **7. APPLICABLE LAW AND JURISDICTION**

7.1. These Terms and Conditions and your Membership with Royal Priority Pass are governed by the laws of the State of Hawaii and are subject to the exclusive jurisdiction of the courts of the United States of America.

## **8. CONTACTING US**

8.1. If you have any queries or complaints please call +1-800-000-1234 or e-mail [book@rpphi.com](mailto:book@rpphi.com)