



REFUND POLICY

AND

TERMS OF SALE



Refund Policy

Overview of your options for refunds, exchanges, and reselling tickets

General Policy

Refunds, credits, or exchanges on tickets or purchases are subject to the terms and conditions set by the Event Organizer. Ticket Fairy's service fees are typically non-refundable unless required by applicable law.

Ticket Resale

Event Organizers may enable Ticket Fairy Resale to allow ticket holders to resell tickets they can no longer use. If available, this option will be accessible in the "My Tickets" section of your account, potentially at a later date prior to the event.

For tickets resold via Ticket Fairy Resale, the original ticket holder will be eligible for a refund of the face value component (not including service fees originally paid) of their ticket purchase, less any applicable Resale Fee.

Cancelled or Postponed Events

For postponed events, the Event Organizer is responsible for communicating any changes to date(s), programming, venue, timings, and terms. They may offer discretionary refunds on a case-by-case basis.

For cancelled events, once Ticket Fairy receives official confirmation from the Event Organizer, we will facilitate refund processing as instructed by the organizer. This may include partial or full face value refunds to the original payment method.

All refunds are the responsibility of the Event Organizer, subject to applicable laws and regulations.

Refund Processing

Refund confirmations will be sent to the email address provided at the time of purchase. Refund processing times may vary depending on your payment provider and local banking systems, typically taking up to 10 business days.

Additional Terms

Ticket Fairy's Terms and Conditions of Sale apply to all purchases, except where an Event Organizer applies a specific refund policy for an event. Such policies will be disclosed at the time of purchase and will supersede relevant Ticket Fairy terms. Event Organizer policies cannot shift refund liability to Ticket Fairy or alter the status of Ticket Fairy's fees.

Limitation of Liability

To the fullest extent permitted by applicable law:

1. We shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to lost profits, opportunities, data, or other intangible losses.
2. As a ticket marketplace platform, we connect consumers with event organizers. Claims relating to the event itself should be directed to the event organizer.
3. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. If these laws apply to you, the above limitations may not apply. In these cases, the maximum liability for any claims relating to ticket purchases is limited to the service fees paid to us for the specific transaction in question.

Dispute Resolution

In the event of a dispute arising from this Refund Policy, we encourage you to contact us first at support@ticketfairy.com to seek an amicable resolution.

If we cannot resolve the issue directly, the governing law and venue for any legal action will be determined based on the location of the event and the Ticket Fairy entity that processed your transaction. We will provide this information upon request.

In the absence of a specified governing law and venue, disputes will be resolved as follows:

- For events in the USA: Laws of California, USA; courts in Los Angeles, California
- For events in New Zealand or Australia: Laws of New Zealand; courts of New Zealand
- For events in India: Laws of India; courts in New Delhi
- For events in the UK: Laws of England and Wales; courts of England
- For events in the EU: Laws of Ireland; courts of Ireland
- For events in other locations: Laws of California, USA; courts in Los Angeles, California

This clause does not affect any rights you may have under the consumer protection laws of your jurisdiction.

Consumer Rights

Nothing in this policy is intended to limit or exclude any rights you may have under applicable consumer protection laws, including the right to refunds or compensation as provided by such laws.

Contact Us

For any questions or concerns regarding this policy, please contact us at support@theticketfairy.com.



Terms of Sale

Purchase agreement and event terms

This website is operated by The Ticket Fairy, Inc. Throughout the site, the terms “we”, “us”, “our” and “Ticket Fairy” refer to The Ticket Fairy, Inc. The Ticket Fairy, Inc. offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

General Terms

By agreeing to and executing this purchase, you hereby warrant and agree that you have read the Ticket Fairy's Terms of Service and agree to be bound by its terms, sections, related policies, and your obligations which may be found or referenced therein.

You represent that you, or those whom you purchase on behalf of, satisfy the minimum age requirement for this Event, as shown on the relevant Event Page.

You also acknowledge that you are authorized to make this purchase as 'the cardholder' — legal owner of the payment card used — or on their behalf with their informed consent. Purchases made outside of the cardholder's permission may be subject to cancellation without notice.

By making this purchase, you further concur that you will not use the Ticket Fairy's services with a view to any illegal, immoral or any purpose which contravenes the Ticket Fairy's Terms of Service.

Any ticket which you may purchase shall only be digital in nature, and will be sent to your registered or communicated email – no physical ticket shall be sent unless explicitly stated by the Ticket Fairy. This applies as well for any add-ons or products purchased on our platform – no physical product shall be sent and only a digital confirmation will be sent to your email, which shall require your further presentation to the Event Organizer its representative at the Event in order to actually receive the add-on or product as may be applicable.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store, and accept full responsibility for any information or purchases that you do not receive arising from or in connection with your inaccurate information. You shall also promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Given this, you warrant that you will not initiate any claim, including payment or credit card disputes, chargebacks, or similar claims alleging that you did not receive a physical ticket or product or that the product was not received.

You agree that we are not responsible in case the Event Organizer fails to honor or rejects your purchased ticket or any presentment which you may make in relation to any purchased add-ons or products.

Information pertaining to an event is wholly and exclusively provided, managed and updated by the Event Organizer(s) or their staff. You hereby agree that the said events are the sole responsibility of their respective third-party organizers, including the event's actual management or execution, date, venue, artist line-up, pricing, promotions, listings, offers, refunds, or any related matter. You agree this Event is the sole responsibility of the Event and it's Organizers, including the management and execution of the Event itself. No refunds will be offered if the Event is not as you expected.

Given this, you warrant that you will not initiate any claim, including payment or credit card disputes, chargebacks, or similar claims alleging that the product is defective and/or product not as described.

Event Changes and Responsibility

Ticket Fairy is not responsible for any changes including, but not limited to, the date, venue, artist line-up, pricing, promotions, listing, offers, refunds, or any related matter. For any material change to the event from the time of purchase, including, but not limited to, change of venue, change of date, artist line-up etc, it is wholly the Event Organizer's responsibility to inform you of your options going forward, wherever applicable. A refund will not always be offered under these circumstances, as there may be other options available that will be offered by the promoter. Face value refunds may only be provided under these conditions at the discretion of the Event Organizer, and it is outside of Ticket Fairy's purview to issue refunds without Organizer approval or dispensation.

In no case shall we be liable or responsible for your reliance on, purchase of, attendance, participation, or any circumstances relating to this Event, including Event cancellations or postponements, request for refunds, ticket resale, nor shall we be required to independently evaluate, verify, or investigate the accuracy or veracity of any such Event.

The Event Organizer reserves the right to refuse entry to their Event and no refunds shall be granted for this, unless specifically approved by the Organizer themselves, in which case only a face value refund may be granted.

All tickets must have the attendee's name, as per their ID, and you agree that you may be denied entry to the Event if your purchased ticket contains any incorrectly named ticket or incorrect information, or does not match any credible identification, without refund.



You agree to abide with any rules and policies required by the Event Owner for the Event (which is solely the Event Owner's responsibility), including:

- No entitlement to refunds solely due to changes in artist line ups or venue.
- Deadlines for refund requests, which may invalidate requests communicated beyond such a deadline.
- Deadlines to pay the remaining balance for tickets paid with an initial deposit, including deposit forfeit for late settlement.
- Not honoring lost or damaged tickets after you have received them.
- For you to comply with the obligation of ticket holders to keep themselves informed of any possible Event cancellation, and the obligation to keep abreast of an Event's possible rescheduling, including its new date and time.
- Security searches at the venue, dress code, and refusal of admission, at the Event Owner's discretion.
- Enforcement of last entry times, and refusal of admission beyond the said times, without refund.
- Prohibition on devices which can take audio or video, pets, lasers, or outside food and drinks in the venue.

Refunds, Credits and Exchanges

Refunds, credits, or exchanges on tickets or purchases are not permitted, subject to the terms and conditions set by the Event Organizer. Ticket Fairy's service fees are non-refundable unless required by applicable law.

Force Majeure

Ticket Fairy shall not be responsible or liable if the performance of its obligations under this Terms of Sale is prevented or limited in any manner by any act or event related to any Force Majeure. Force majeure shall mean unforeseen events beyond the Ticket Fairy's or the Event Organizer's reasonable control, including but not limited to acts of God, acts of nature, acts of governments, war, pandemic, disease, tide, lightning, flood, explosion, embargo, blackout, lockdown, slowdown, strikes, drought, rebellion, revolution, terrorism.

For full information concerning possible ticket refunds or resale, please see our [Refund Policy](#) and [Resale Policy](#).

In case of conflict between this Terms of Sale, and the Ticket Fairy's main [Terms of Service](#), the latter shall prevail.

