

Ticket Terms & Conditions

Definitions:

“Event” means an event to be held by the Hibanacon Committee on behalf of DCNW Limited. An Event consists of smaller sub-events to which section 10 should not be read to apply to in their individual state.

“Committee” means the Hibanacon Committee or a representative authorised by them to speak on their behalf.

“DCNW” means DCNW Limited, the Hibanacon Committee, its representatives, servants, employees and sub-contractors and “Our” shall be read accordingly.

“Venue” means the venue as stated at the time of registration.

“Registration” means Registration for an Event.

“You” means you or anybody who in DCNW’s reasonable opinion is acting with your authority or permission and “Your” shall be read accordingly.

“Terms and Conditions” includes the whole of this document and incorporates the Attendee Code of Conduct (Available from the Hibanacon website or upon request from ops). Where applicable it will also include the Volunteer Code of Conduct (Upon receipt of Gopher ID), and the Cosplay Code of Conduct (noted in the Attendee Code of Conduct).

“Ops” means the operations centre for the Event. This will be clearly signposted.

1. All Registrations are made subject to the Terms and Conditions. Please read the Terms and Conditions carefully before purchase, and raise any queries with DCNW’s representatives, the Committee, before purchase. Your Registration constitutes your acceptance of the Terms and Conditions.
2. It is your responsibility to check Your Registrations as if you have made a mistake, it can not always be rectified after purchase. Please check your Registrations carefully and contact DCNW immediately if there is a mistake.
3. If You have any special access requirements or concerns about any special effects (for example lighting, sound, or audiovisual effects) which may be featured at the Event, please discuss any such issues before purchasing the Registrations with DCNW by contacting registrations@hibanacon.co.uk. DCNW will use its reasonable efforts to assist with any such special access requirements or concerns.
4. You must produce a valid Registration barcode to gain access to an Event, other proofs of registration may be permitted at DCNW’s discretion. While within the Venue you agree to be bound by the code of conduct for the Event.
5. DCNW may reissue Registrations and/or Event ID at its sole discretion. Where such reissuance causes significant time or work to be expended DCNW reserves the right to charge an administration fee.

6. All Registrations for the Event are made on the basis that You are 18 years old or older at the time the event begins. DCNW reserves the right to revoke registration if this is found to not be the case.
7. Registrations are sold subject to DCNW's right to alter the advertised Event as reasonably necessary. DCNW's total liability in relation to a cancelled Event is set out below in Conditions 12 and 14.
8. Registrations cannot be exchanged or refunded unless the Event is cancelled, rescheduled or where there is a material change to the Event. A 'material' change is a change which, in DCNW's reasonable opinion, makes the Event materially different to the Event that purchasers of the Registration, taken generally, could reasonably expect.
9. It is Your responsibility to ascertain whether an Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event. Where an Event is cancelled or re-scheduled, DCNW will use its reasonable endeavours to notify You using the details You provided at the time of ordering. DCNW does not guarantee that You will be informed of such cancellation before the date of the Event. It is also Your responsibility to inform DCNW of any change to the contact address, telephone number or email address You provided at the time of purchase.
10. Where an Event is cancelled, rescheduled (and you cannot or do not wish to attend the reschedule event), or where there is a material change to the programme of the Event, You will be entitled to a refund in accordance with Condition 12. Liability for the cancellation or rescheduling of an Event, or for material changes to an Event, will be limited to a refund as set forth in Condition 12.
11. "Force Majeure" means any cause beyond DCNW's control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. Subject to the provisions of Condition 10, DCNW will not be liable to You for failure to perform any obligation under the Conditions to the extent that the failure is caused by Force Majeure.
12. The total refund for a Registration shall be the stated value of the Ticket purchased. Personal arrangements including travel, subsistence, hospitality or accommodation relating to the Event which have been arranged by You are at Your own risk. Neither DCNW nor the Committee shall be liable for any loss of enjoyment or wasted expenditure in addition to refunding the face value of the Ticket.
13. In order to claim Your refund, contact registrations@hibanacon.co.uk (a) within 3 months after the original proposed date of the Event for a cancelled or rescheduled Event, or (b)

as soon as possible for an Event which has been materially changed. Refunds will only be made to the person who purchased the Registrations.

14. DCNW will not be liable for any loss, injury or damage to any person (including Yourself) or property however caused: (a) in any circumstances where there is no breach of a legal duty of care owed by DCNW, (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury as a result of a breach of a legal duty of care owed by DCNW); or (c) to the extent that any loss or damage results from breach by You of any of the Conditions.
15. Nothing in the Conditions seeks to exclude or limit any liability of DCNW for death or personal injury caused by its negligence, fraud or any other type of liability which cannot by law be excluded or limited.
16. You may not re-sell or transfer a Registration.
17. DCNW reserves the right to refuse You entry to and/or eject You from the Event and/or Venue as described in the Attendee Code of Conduct. No refunds will be given to You if You are refused entry or ejected due to Your own behaviour.
18. You must comply with any and all instructions given to You by DCNW and/or all Venue stewards and staff. DCNW reserves the right to restrict access to parts of the Venue.
19. If before or during the Event You have a complaint in relation to the Event please speak to the Committee, ops or a gopher promptly. DCNW will use its reasonable endeavours to rectify the situation which is the cause of your complaint, however under no circumstances shall DCNW be under any obligation to rectify the situation.
20. You give Your express consent to Your actual or simulated likeness to be included for no fee within any film, photograph, audio and/or audiovisual recording to be exploited in any and all media for any purpose at any time throughout the world. This includes filming by the police or security staff which may be carried out for the security of customers or the prevention of crime.
21. You must not leave any bags or other items of personal property unattended in the Venue. Any personal possessions or other items (including without limitation clothing, wallets and mobile telephones), which are found in the Venue, shall be retained by the Venue for a period of 30 days following their discovery. During this period You may collect any item which belongs to You from the Venue upon reasonable proof of identification and ownership. If, upon the expiry of 30 days from the date of its discovery, any item has not been collected by You, DCNW reserves the right to dispose of any such items as it sees fit without any further liability to You (notwithstanding

anything else in the Conditions). Where possible, any uncollected items will be donated to charity.

22. Except to the extent that DCNW is required or permitted by law to do otherwise, personal information provided by You to DCNW will only be used in accordance with the Data Protection Act 1998 and any consents given by You in relation to Your personal information.
23. DCNW shall be entitled to assign all and any of its rights and obligations under the Terms and Conditions without notice to You, provided that You are not adversely affected by the same.
24. If it is found by a court that any of the Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.
25. Any delay of DCNW in enforcing any of the Conditions shall not constitute a waiver of DCNW's rights to do so.
26. Any person who is not a party to the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.
27. Nothing in the Conditions and no action taken by You or DCNW under the Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between You and DCNW beyond the relationship created under the Conditions.
28. The Conditions and any Codes of Conduct referenced herein constitute the entire agreement between You and DCNW in relation to the Registrations, the Event and the Venue, and supersede any previous terms and conditions, agreement or arrangement between You and DCNW relating to the same. The Conditions cannot be varied or amended in any respect (unless agreed between You and DCNW in writing).
29. You and DCNW both agree that it has not entered into the Conditions in reliance of, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity by any person other than as expressly set out in the Conditions. Nothing in this clause shall operate to limit or exclude any liability for fraud.
30. The Conditions do not and shall not affect Your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice, Consumer Direct or the Department for Business Innovation and Skills.

31. If any dispute arises out of the Conditions, DCNW will attempt to settle it. To this end DCNW shall use its reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties. Although this does not restrict Your rights to pursue court proceedings, if DCNW is unable to settle any dispute by negotiation within 21 days, the parties may attempt to settle it by mediation through an agreeable third party mediation service.
32. The Conditions shall be governed by the laws of England and Wales and parties agree to submit to the exclusive jurisdiction of the English courts.