

# TERMS OF SALE

All purchases made through the Box Office or online store (collectively, the “**PHI Store**”) available on the website [www.phi.ca](http://www.phi.ca) (or any of its subdomains) (collectively, the “**Site**”), which is owned and operated by PHI (“**PHI**” or “**We**”), are governed by these terms of sale (collectively, “**Terms of Sale**”). Please read these Terms of Sale carefully before proceeding with any purchase via the PHI Store.

By proceeding with any purchase through the PHI Store, you accept and agree to be bound by these Terms of Sale, in addition to our [TERMS OF USE](#) and our [PRIVACY POLICY](#).

If you do not agree to these Terms of Sale, please do not proceed with any purchase through the PHI Store.

These Terms of Sale, and all descriptions and information posted on the Site or elsewhere regarding our tickets, events, memberships, merchandise, or products (e.g., pricing, programming, artists, availability, etc.) are subject to change at any time without notice at PHI’s sole discretion.

The PHI Store is hosted by third parties (Tuxedo and Shopify), which provide us with the online e-commerce platforms necessary to process your purchases.

## PURCHASE

To proceed with a purchase via the PHI Store, you will be required to provide certain information, including, but not limited to, credit card information. You agree to only provide us with true, accurate, current, and complete information.

By making a purchase, you confirm and agree to pay all applicable charges incurred by you or the user of your credit card in connection with such purchase.

A proof of identity or a supporting document may be requested from the person making the purchase to validate eligibility for a special fare, where applicable.

PHI uses reasonable efforts to ensure that all purchases are processed accurately and without error, however, despite such efforts, PHI cannot make any guarantee and will not be held responsible for any failure or error made by the PHI Store in this regard.

## PRICING

All prices, fees, and other amounts indicated on the PHI Store (collectively, the “**Prices**”) are in Canadian dollars, unless otherwise indicated. All Prices include service fees, but are subject to applicable taxes, duties and shipping charges.

All Prices are subject to change or correction at any time, without notice, at PHI’s sole discretion.

The Site may, from time to time, contain promotional offers or special rates, which may not be combined with any other offer and which are not cumulative.

## AVAILABILITY AND CANCELLATION

The availability of the tickets, events, memberships, merchandise, or products offered through the Site may vary from time to time and is subject to change without notice at our sole discretion. PHI makes no guarantee in this regard.

We reserve the right to limit the quantity of any tickets, memberships, merchandise, or products offered, and to discontinue or terminate the sale of any tickets, memberships, merchandise, or product at our sole discretion.

If an event is cancelled for any reason, and the event is not rescheduled, the organizer or a staff member will contact the ticket holders to proceed with an exchange or a refund in accordance with these Terms of Sale.

## SHIPPING AND DELIVERY

### General Information

Items purchased through the PHI Store will be shipped to the physical address or email address (as the case may be) provided by you at the time of order and indicated on the order confirmation.

Please ensure that the recipient's physical address or email address, as applicable, is correct. PHI is not responsible for orders that cannot be delivered or are not received due to the recipient's incorrect physical address or email address.

Our shipping partners may experience delays beyond our control, and PHI shall not be liable for any such delays. We thank you for your patience and understanding.

### Specific Information

**Tickets:** All tickets purchased through the PHI Store are printable PDF e-tickets that will be sent electronically to the email address you provide. There are no service fees or shipping charges for these e-tickets.

**Soundbites Packages:** Orders are placed directly on the online platforms of participating restaurants. Your meal order will be delivered to your door or be available for pick up at your choice. Following your purchase, PHI will send you a link at the email address you provide to access the audio recording.

## RETURN OR EXCHANGE

The purchases made through the PHI Store are final. They cannot be cancelled or modified, and no exchange or refund will be made, except for reasons specifically provided for by applicable law. PHI may, however, at its sole discretion, agree to cancel or modify an order, or proceed with an exchange or refund, on an exceptional basis (e.g., if an event is cancelled).

If you have any questions in this regard, you may contact us by email at [billetterie@phi.ca](mailto:billetterie@phi.ca) or by phone at 1 (855) 526-8888.

## RESALE PROHIBITED

Any counterfeiting or resale of the tickets, merchandise, or products purchased through the PHI Store is strictly prohibited. PHI reserves the right to limit or prohibit orders that, in its sole judgment, appear to be placed by unauthorized dealers, resellers or distributors. PHI reserves the right also not to honor any tickets purchased in the event of fraud.

## GIFT CERTIFICATES

You may purchase a gift certificate through the Site, when available. By purchasing or redeeming a gift certificate, you acknowledge that you have read, and you agree to be bound by these Terms of Sale.

Gift certificates can be used to pay for purchases via the PHI Store of the Site. To redeem a gift certificate, you must select "gift certificates" as a payment method during checkout. If the total of your purchase is less than the value of your gift certificate, you will be able to use the remaining balance for future purchases. If the total value of your purchase is greater than your gift certificate value or balance, you will need to provide another accepted method of payment to cover the balance.

The purchase of any gift certificate via the PHI Store is final and cannot be cancelled, refunded, or exchanged. Gift certificates cannot be redeemed or exchanged for cash (except as required by applicable law). Gift certificates are freely transferrable and should be safeguarded like cash. Gift certificates have no associated fees or expiration dates. Damaged or modified gift certificates will not be accepted. In case of loss, theft, or unauthorized use, we will not replace the gift certificate.

## **TICKET HOLDER**

The purchase of a ticket grants the ticket holder access to the applicable event and does not confer the ticket holder or anyone else any other right. Unless otherwise indicated, all tickets are General Admission.

The ticket holder is solely responsible for checking and validating the location, date, and time of the event for which a ticket was purchased.

Tickets are transferable and therefore require the same care as cash. Altered or counterfeit tickets will not be accepted. The ticket holder assumes all risks and responsibility for loss, theft or unauthorized use of the ticket, and releases PHI from all claims for loss and damage of any kind.

The ticket holder accepts and understands that the events may be filmed and/or photographed, and that PHI may use such recordings and/or photographs for promotional purposes. The ticket holder waives any and all rights or claims related to such recordings and photographs.

## **QUESTIONS OR ISSUES**

Please inspect your order confirmation upon receipt and contact us immediately in case of any issue. If you have any questions about your order, purchase, or transaction, you may contact us by email at [billetterie@phi.ca](mailto:billetterie@phi.ca) or by phone at 1 (855) 526-8888. Our team will be pleased to assist you.

## **COVID-19**

During the COVID-19 pandemic, if you purchase tickets for an event, you will be required to select a specific date and time to attend such event. Should you need to cancel your visit, or to modify the date and time of such visit, please contact us at the email or phone number indicated above. If you have any symptoms associated with COVID-19, please postpone your visit by contacting us as soon as possible.

*Last updated: June 3rd 2021*