

PURCHASE AGREEMENT

Preamble

Thank you for using the Heavy Montreal online ticketing service (the “Service”). Your purchase of Heavy Montreal tickets through the Service is subject to the terms of the present Purchase Agreement for tickets (the “Agreement”), Terms of Use and the Privacy Policy. When reference is made to the “Agreement” it shall also include the Terms of Use and the Privacy Policy, which are incorporated by reference herein as if recited at length. If there should be inconsistencies between the present Purchase Agreement and the Terms of Use or Privacy Policy, this Purchase Agreement shall prevail.

By purchasing tickets through the Service, you agree to be bound by the Agreement.

If you have any questions about this Agreement, please contact us.

This preamble shall form an integral part of the Agreement.

Parties

The parties to the Agreement (the “Parties”) are:

HEAVY MONTREAL
1275 rue Saint-Antoine Ouest
Montreal Quebec H3C 5L2

– AND –

You (also referred to as the “Customer”, and may be written as “You” or “you”)

Purchased Tickets

You hereby agree to purchase and Heavy Montreal agrees to sell the ticket(s) detailed in your Order Confirmation (as defined below) (the “Ticket(s)”). The purchase of the Ticket(s) grants the Ticket holder the revocable license to attend the event described on the Ticket(s) (the “event”). No other relationship between the Parties, either expressed or implied, is created by your purchase of the Ticket(s).

Order Confirmation

Once your order is confirmed and your payment completed, you will receive a confirmation page and/or email indicating a confirmation number (the "Order Confirmation"). You must keep your confirmation number.

If, for any reason whatsoever, you do not receive a confirmation number or if you receive an error message or encounter a service interruption while you are completing the purchase of Ticket(s), it is your entire responsibility to contact our Customer Service Department to confirm whether your order has been properly processed. You are solely responsible for any problem that may occur during the purchase of Ticket(s). In such case, Heavy Montreal shall not be responsible for any loss (monetary or otherwise) that may result from any problem occurring during the purchase of Ticket(s) through this website, including, without limitation, the failure of a transaction to be completed or confirmed, whether through the actions of Heavy Montreal and /or its related entities, or a third party.

Orders will be processed only after a billing address and other billing information have been verified. Incorrect billing or credit card account information can delay the processing of the order and the delivery of the Ticket(s). In such case, Heavy Montreal' Customer Service Department may attempt to contact you, using the information provided at the time of purchase. If Heavy Montreal is unable to reach you after an initial attempt, it reserves the right to cancel your order and sell your Ticket(s) to another customer.

Obligation to Pay

By accepting the terms of this Agreement, you agree to pay the full price of the Ticket(s) ordered, including any applicable taxes and delivery, convenience and other fees, as described on the Order Confirmation. Ticket(s) prices for events that occur in Canada are stated in Canadian Dollars.

Refunds and Exchanges

You must review your Ticket(s) selection before you submit and confirm your order. Subject to the provisions below for an event cancelled

and/or postponed, there are no exchanges or refunds once the Ticket(s) have been purchased.

Delivery

The Ticket(s) can either be delivered by regular mail or express mail at the postal address you indicate or, when such option is possible, by will call (pick-up). Note that certain delays and fees are applicable depending on the delivery mode you choose. Also note that bracelet(s) stands for the Ticket(s).

Event cancelled and/or postponed

If the event is cancelled or postponed, Heavy Montreal may, at its sole and exclusive discretion, either offer you an exchange or a refund. You have the sole responsibility of verifying if the event for which you have purchased tickets through this website is cancelled or postponed. If the event is cancelled or postponed, Heavy Montreal will inform you through this website about procedures for making an exchange or obtaining a refund. Except for Heavy Montreal's obligation to offer you an exchange or a refund if the event is cancelled or postponed, Heavy Montreal shall in no event be held liable for any damage and/or expense incurred by you as a result of the event being cancelled or postponed. All festival performers, including headliners, are subject to change or cancellation at any time without notice. No exchange or refund will be issued if a festival performer is changed or if his/her performance is cancelled, rescheduled or delayed and Heavy Montreal shall in no event be held liable for any damage and/or expense incurred by you as a result of such change, cancellation, rescheduling or delay.

If the event is cancelled, as a general rule the credit card with which you purchased the Ticket(s) will be refunded. However, Heavy Montreal reserves the right to decide on an alternative refund or exchange method. Heavy Montreal may change its refund and/or exchange policies at any time, at its sole and exclusive discretion. Any change to the policy may be found at the present URL.

Right to Cancel Tickets, Refuse Access

Heavy Montreal reserves the right to cancel any Ticket(s) or order of Ticket(s) through this website without refund or compensation and to

institute legal proceedings against you if you breach any provision of the Agreement or this website.

Heavy Montreal reserves the right to request photo ID of the Ticket(s) holder.

The Ticket(s) purchased on this website are revocable licenses and admission to a Ticket holder may be refused for any reason (or no reason) at the sole discretion of Heavy Montreal, its employees, agents, officers or representatives, upon refunding the Ticket's face value. Except as provided herein, Ticket(s) shall not be redeemable for cash.

Recording, Transmission and Publication

You hereby grant Heavy Montreal the right to use your image, likeness, actions and statements in any transmission, publication or reproduction of the event in any means or circumstances, without any further permission or compensation.

Use of Personal Information

Any and all collection and use of your personal information will be made in accordance with our Privacy Policy which you can consult here.

Limitation of Liability

By accepting the terms of the Agreement, you assume all risk, liability and responsibility for any and all damages of any nature suffered by you, including, without limitation, bodily harm and loss of property incurred during or in connection with the event. Furthermore, you hereby waive any and all rights to claim damages, monetary or otherwise, or to institute civil, criminal, administrative or legal proceedings against Heavy Montreal, its affiliates and other related entities or their directors, officers, administrators, employees, representatives and all other persons acting on behalf of Heavy Montreal, resulting from any cause whatsoever arising either before, during or after the event.

In certain cases, applicable laws may not allow the limitation of liability set forth above, so this limitation of liability may not apply in such particular cases. If any part of this limitation of liability is found to be invalid or unenforceable for any reason, then Heavy Montreal'

aggregate liability (and that of its affiliates and other related entities or their directors, officers, administrators, employees, representatives and all other persons acting on behalf of Heavy Montreal) under such circumstances for liabilities that otherwise would have been limited shall not exceed one hundred Canadian dollars (CAN\$100).

Indemnification

You hereby agree to indemnify and hold harmless Heavy Montreal, its affiliates and other related entities, their directors, officers, administrators, managers, employees, representatives and all other persons acting on behalf of Heavy Montreal from and against any and all claims, actions, damages or other demands, including, but not limited to, reasonable costs and expenses of litigation such as counsel fees, arising from or relating to your purchase of Ticket(s) (including, without limitation, relating to your presence at the event and to any of your act or omission before, during or after the event).

Applicable Laws and Exclusive Jurisdiction

The Parties hereby agree that this Agreement shall be governed by and interpreted according to the laws applicable within the Province of Quebec in force at the time, without regard to conflict of law provisions. Furthermore, the Parties hereby elect to submit to the exclusive jurisdiction of the Courts of the Province of Quebec, in the Judicial District of Montreal, in respect of any action or proceeding arising out of or related to the Agreement. However, the foregoing clause is in force without prejudice to the rights of Heavy Montreal to obtain any protective proceeding such as an injunction from any competent court having jurisdiction.

Ticket Conditions

The following paragraph appears on all printed Tickets and forms an integral part of the Agreement:

IMPORTANT – No exchange and no refund including, without limitation, as a result of a delay, the rescheduling or the cancellation of the performance of a festival performer or as a result of a change of festival performer. Upon cancellation of the event for which no other date has been selected, Heavy Montreal may, in its sole discretion and pursuant to the conditions then in force, offer a refund. Ticket may not be sold or

transferred commercially or for promotional purposes, with or without consideration, without the prior written consent of Heavy Montreal. The ticket may not be used for advertising purposes and may not be subject to a contest, draw, giveaway or sweepstake without the prior written consent of Heavy Montreal. Any falsification or resale is prohibited. The ticket is void when declared lost or stolen by the ticket holder. Lost or stolen tickets will not be replaced. The holder of this ticket assumes full responsibility as to the risks and dangers that may result from this event and waives any claim for loss or damage whatever the cause may be, incurred or suffered by him before, during or after the event. The holder of this ticket relinquishes any claim resulting from the capture of his/her image while on the premises where the event takes place and the use and/or transmission of such image for promotional purposes or other. Ticket holder is bound by all rules and regulations in force on the premises where the event takes place. The following items may not be brought on the premises where the event takes place including, without limitation, weapons, alcoholic beverages and illegal drugs. The use of cameras, audio and video recording devices (including when incorporated in cellular phones or other mobile devices) for commercial use is also prohibited. The ticket holder and ticket holder's belongings may be searched at the entrance. Ticket holder must abide by the security protocol in effect to be allowed entry to the premises where the event takes place and attend the event. Heavy Montreal reserves the right to deny access to the event to any person whose presence is deemed undesirable and/or evict any patron whose behavior is considered inadequate with or without a refund of the ticket price.

General

Where a Court of competent jurisdiction declares a portion of the Agreement invalid or unenforceable, the remainder of the Agreement shall remain in force.

The headings in the Agreement are provided for clarity only and do not form an integral part of the Agreement.

Where you have read the Agreement in English, the Parties agree that the Agreement shall be drawn up in the English language. Les parties aux présentes ont convenu de rédiger le présent contrat en français. You can also read the Agreement in French.