

The original purchaser of the ticket(s) must be present at the time of redemption and will be required to have photographic ID (a valid passport or driver's license) and the bank card they made the purchase with.

Tickets cannot be exchanged, transferred or refunded after purchase unless the event is cancelled or postponed.

With certain tickets, you may be given the option to purchase accommodation, transfers and other tourist services at the same time as purchasing your ticket. You may decide to purchase these additional services through our website at the same time as purchasing your ticket. Please note that where you do so, the price charged in total for purchasing more than one of these services will always equal the prices charged separately for each individual service. Each service is available to be purchased separately at the same price as they are when more than one service is purchased. All payment transactions are processed through APCO. Sunbreak Malta does not necessarily have access to payment card transactions or details. Where you use the Sunbreak Malta deposit facility you must pay the balance of the price of your tickets by the prescribed date or your deposit will be forfeited and you will not receive tickets or a refund.

Once you have proceeded with payment and your trip is booked – we do not offer refunds or reimbursements of any sort. What we do offer is, the availability to change the NAME stated on the booking up to 10 days prior to the event.

By agreeing to our terms and conditions you agree to be contacted from time to time with newsletters and other promotional offers. You also agree that your information may be passed on to a third party. Please note that all payments required under your contract with the supplier must be made by you in full and by the due date specified on your confirmation invoice. Failure to do so may result in your booking being cancelled and all payments made by you up until that date being retained by the supplier.

Tickets remain the property of the Promoter and constitute a personal licence to you, which can be withdrawn and admission refused at any time prior to an event. Your ticket is issued subject to the terms and conditions of the Promoter and/or particular event. Promoters and event managers have the right to refuse admission to any event. Sunbreak Malta reserves the right to open and close the sale of tickets for events without prior notification or warning. Check your tickets when you receive them. Keep them in a safe place. Sunbreak Malta may not be able to replace lost or stolen tickets. Tickets from Sunbreak Malta are subject to a per ticket service charge and a non-refundable per order handling charge. You may be limited to a number of tickets for each event. We may cancel tickets purchased in breach of any such limit without prior notice. All Tickets purchased by you must be for personal use. If any re-sale (or attempted re-sale) of tickets is made in contravention of any law or our policies we may cancel such tickets. You are not permitted to combine a ticket with any hospitality, travel or accommodation service, merchandise and/or any other such package. You may not use Tickets for advertising or promotional purposes or as competition prizes.

Sunbreak Malta aims to dispatch tickets as soon as possible, but cannot guarantee delivery dates. It is your responsibility to ensure that we have your correct address. Sunbreak Malta reserves the right to cancel bookings which it reasonably believes to have been made fraudulently. If there is an error in the price of tickets you have ordered, Sunbreak Malta will, where possible, give you the option of reconfirming your order at the correct price (and credit or debit your account as applicable) or cancelling your order and receiving a refund of the price of the tickets. If Sunbreak Malta is unable to contact you, Sunbreak Malta will treat the order as cancelled.

You should check whether an event has been cancelled and the date and time of any rearranged event. If Sunbreak Malta is informed an event is cancelled or rescheduled, Sunbreak Malta will endeavour to notify ticket holders of the cancellation. We cannot guarantee that you will be informed of cancellation before the time of the event. If an event is cancelled, you will be offered tickets to a rescheduled event (subject to availability) up to the face value of the tickets. You should retain your tickets to the cancelled event and comply with any other reasonable instructions of Sunbreak Malta. Save in respect of cancelled events, tickets cannot be exchanged or refunded after purchase. Your statutory rights are not affected.

Tickets are sold subject to the Promoter's right to alter or vary an event programme without being obliged to refund monies or exchange tickets.

You must present your Tickets at the venue on the day of event. Entry will not be granted without a genuine Sunbreak Malta ticket. A ticket only guarantees you entry if you comply with the regulations at the event including as to time of admission, standards of behaviour and health and safety. The ticket holder has a right only to a seat of a value corresponding to that stated on the ticket and the venue or Promoter will reserve the right to provide alternative seats to those specified on the tickets. There will be no pass-outs or re-admissions of any kind.

The unauthorised use of photographic and recording equipment is prohibited. Tapes or films may be destroyed. Laser pens, mobile phones, dogs (except guide dogs) and your own food and drink may also be prohibited (please check with the venue). By attending an event you consent to filming and sound recording as a member of the audience, as well as to the broadcast and transmission of such recordings in whole or in part.

The Promoter and Sunbreak Malta accept no responsibility for your personal property.

Subject to the following clause, neither the Promoter nor Sunbreak Malta shall have any further liability beyond the face value of the ticket purchased plus the relevant per ticket service charge. Neither the Promoter nor Sunbreak Malta shall be liable for any loss of enjoyment, consequential loss or related expenditure.

Nothing in these terms and conditions shall exclude any liability of Sunbreak Malta or the Promoter for death or personal injury caused by its negligence or any other liability which cannot by law be excluded or limited.

These terms and conditions are governed by Maltese Law and any disputes arising between you and Sunbreak Malta are subject to the exclusive jurisdiction of the Maltese Courts.

If you wish to complain about anything, you may contact us on info@sunbreakmalta.com We will then liaise with suppliers and partner companies on your behalf in order to resolve your complaint.

Privacy Policy

At Sunbreak Malta, your privacy is very important to us. We are committed to ensuring that when you choose us for your tickets, you know exactly what information we collect about you and how we use your information. Please take the time to read and understand our Privacy Policy. By using our website(s) and mobile apps, contacting us by telephone or email or providing information to us through social media channels, you agree to its terms.

What INFORMATION do we collect and when? We collect:

All information you choose to provide to us. For example, if you submit your name, address, email and telephone numbers via our website as part of the ticket ordering process.

Information on what you view, click on and access through our marketing emails, websites and mobile apps. For websites, this information may include the site that you came from, and where you went when you left our site. We also track how often you visit and use our websites and mobile apps. We do this via email and website cookies, and similar tracking technology built into our websites and mobile apps. We make cookie policies available on each of our websites and mobile apps to give you more detailed information on how we use them.

Technical information about the devices you use to access our websites. We collect each device's manufacturer and model, relevant IP address, operating system and version, web browser and version, and geographic location.

Your social media content where this is in the public domain, and any messages you send direct to us via social media. This information can include posts and comments, pictures and video footage on sites such as YouTube, Facebook and Twitter.

HOW DO WE COLLECT YOUR INFORMATION? We collect information on you through: our websites and mobile apps and your use of them, including completing the ticket application process and signing up for marketing communications from us;

emails you send to us, or that we send to you;

our conversations with you; and

your use of social media, including "like" buttons and similar functions made available by social media platforms.

HOW do we use your information?

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We use the information we collect for the following purposes:

To provide you with our websites and mobile apps, which all require a certain amount of technical information to work properly.

To power our security measures and services so you can safely access our website and mobile apps.

To run our members' areas including providing access to members and administering privileges, rewards and loyalty scheme points.

To help us run competitions and special offers and make sure you get all the benefits you're promised.

To collect feedback from you about our websites, mobile apps, and other activities. For example, occasionally we may invite you to review a mobile app you've bought or used from us. If we do, it's possible that we'll use independent research and feedback providers to act on our behalf.

To contact you from time to time regarding things you've told us you want to hear about; new products, for example, or special offers, competitions and sponsored events. If you use our mobile apps, we may use push notifications to highlight when we've added new offers and promotions that may be of interest to you. If you stop using our mobile apps, we may try and tempt you back to us.

To reply to any questions, suggestions, issues or complaints you have contacted us about, including to provide you with any technical support you may have requested.

To respond to any social media posts or other public comments you might make, whether they are directed to us or about us, our websites, mobile apps or other activities.

For recruitment purposes if you have applied for a position with us including to contact you to discuss a role with us and to assess your suitability. As part of this we may combine any personal data you provide to us with other information we obtain independently from social media sites (e.g. LinkedIn or Facebook).

To advertise products or services to you via our email and SMS newsletters. To tell you about any changes to our websites and mobile apps. For example, if we withdraw one of our apps for some reason, or change this privacy policy.

To make a contract with you, but also to enforce a contract if you don't honour it, including the collection of any debts that we may be owed by you.

To gather statistics about how you and other people use our website and mobile apps and what you think of our advertisements, special offers, news, websites, mobile apps, competitions, sponsored events, social media and other content. We then analyse all this data to see if what we do is interesting to people and meets their needs, or if they should be improved, and if so, what changes would be most beneficial both for our customers and for us.

To monitor how people use our websites and mobile apps to see if they are being abused or threatened, for example, by internet trolls posting inappropriate comments in review areas or by would-be hackers looking to undermine our security.

To protect you and our business from any other potentially criminal

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behaviour, including identity theft and fraud.

To allow us to understand our customer base across all our businesses. We do this by merging your details with information from our other customers and users of our websites and mobile apps. We can then spot trends and common factors among users, plus we can tailor our business approach, our marketing communications, our digital and social media, our websites and mobile apps to the things we believe you and other people like you would be most interested in. This

process involves the analysis of many human traits and is sometimes called ‘market segmentation’ or ‘customer segmentation’. Among other things, we look at common trends or ‘segments’ based on people’s geographic location, online behaviours on our websites or mobile apps and the features they look for from our mobile apps.

To help us conduct focused market research based on trends and common factors, so we can further improve the mobile apps we offer to all our customers.

To test new systems and processes as we roll them out (but generally only in anonymous form) to make sure they work correctly and meet the standards we set for ourselves.

To assist us in the development of new products and mobile apps over a period of time. For example, we may need to gauge whether a new product or mobile app is likely to appeal to a large proportion of our customer base. And if not, we’ll want to know why.

To see if the money we spend on marketing and advertising across all media represents good value for us or not.

WHO DO WE SHARE YOUR INFORMATION WITH?

We will only ever use your personal data for the purposes set out above. However, we can’t run our business or provide our mobile apps without involving other people and organisations from time to time. When we share your information, we want you to know that we only do so in accordance with our legal data protection and privacy obligations.

Your information may be disclosed to:

Companies, brands and businesses within our group or with whom we work or collaborate.

Event organisers to enable them to allow entry to the events, to send marketing communications and other promotional information to you by e- mail, SMS, post, phone, social media.

With email marketing companies who help us to mail our newsletter to you. Other people who help us provide our websites, mobile apps, and related services to you. They include information technology experts who design and host our websites and mobile apps and general service companies such as email marketing companies.

Any new business partners we may have over time, for example, in the event of a joint venture, reorganisation, business merger or sale that affects us.

Our professional advisors including our lawyers and technology consultants when they need it to give us their professional advice.

Law or tax enforcement, the courts and any other government authority if

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they ask us to do so (but only if us doing so is lawful).

Other people who make a ‘subject access request’, where we are allowed to do so by law.

We may also share the information we collect where we are legally obliged to do so, e.g. to comply with a court order.

Social media, blogs, reviews, etc.

Any social media posts or comments you send to us (on our Facebook page, for instance) will be shared under the terms of the relevant social media platform (e.g. Facebook or Twitter) on which they’re written and could be made public. Other people, not us, control these platforms. We’re not responsible for this kind of sharing. So before you make any such remarks or observations, you should review the terms and conditions and privacy policies of the social media platforms you use. That way, you’ll understand how they will use your information, what information relating to you they will place in the public domain, and how you can stop them from doing so if you’re unhappy about it.

It’s worth remembering too, that any blog, review or other posts or comments you make about us, our products and services on any of our blogs, reviews or user community services will be shared with all other members of that service and the public at large.

You should take extra care to ensure that any comments you make on these services, and on social media in general are fit to be read by the public, and are not offensive, insulting or defamatory. At the end of the day, you are responsible for ensuring that any comments you make comply with any relevant policy on acceptable use of those services.

Mobile app platforms

Our mobile apps run on third party software platforms, for example, Apple's iOS platform which powers Apple's iPhone and Google's Android platform which powers Android-based smartphones. If you use any of our mobile apps, your usage of those apps is also subject to the relevant mobile app platform provider's terms and conditions and privacy policy. You should review their terms and conditions and privacy policy to ensure you understand what information (if any) they will gather about you, how they will use that information, and what you may be able to do if you are unhappy about it.

SECURITY OF YOUR INFORMATION

We take the security of your information very seriously.

We use appropriate procedures and technical security measures to safeguard your information across all our computer systems, networks, websites, mobile apps and offices.

HOW LONG DO WE KEEP YOUR INFORMATION?

To make sure we meet our legal data protection and privacy obligations, we only hold on to your information for as long as we actually need it for the purposes we acquired it in the first place (those purposes are set out above).

After that we will either delete it or anonymise it so that it cannot be linked back

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to you.

MANAGING OUR MARKETING COMMUNICATIONS

We provide ways for you to stop all email and text (SMS or MMS) communications you receive from us – please see the 'unsubscribe' link and 'STOP' details we include in each email and text message respectively.

If you would like us to change your marketing preferences at any time, you can contact us at info@sunbreakmalta.com

MANAGING YOUR INFORMATION

To reduce the chances of an error or misunderstanding, we need to keep the information we gather about you is accurate and up-to-date. But whilst we work very hard to make sure mistakes don't happen, we need your help, too. Furthermore, if you have reason to believe any of the information we collect on you may be inaccurate, please contact us (see below for how to do this).

You are perfectly within your rights to ask us whether we hold information about you and if so, for us to give you certain details about that information and/or the information itself. This right is commonly known as a 'subject access request'. Certain exemptions and conditions apply to this right, principally that it should be in writing and that you give us reasonable details about the information you want.

Depending on your country of residence or domicile, you may have additional or different rights to those set out above concerning the information we collect from you and your devices. We will, of course, honour all such legal rights if we are bound by them.

We reserve the right to charge you a small administration fee to meet our costs in honouring your legal rights, where permitted by the relevant law. We also reserve the right not to comply with any enquiries or requests we receive about the information we collect, where we may lawfully do so.

For example, if we have reason to believe that a request is malicious, technically impossible, involves disproportionate effort or could be harmful to others.

We reserve the rights to not allow the access to any events of the festival to minors

If you have any worries or complaints about the way we use your information, please don't hesitate to get in touch with us. We'll do our very best to set your mind at rest or put things right.

And don't forget that with modern technology you have more and more personal control over what information we and other organisations collect. For example, you can normally reject or delete cookies and tracking technologies sent to your web browser. You can also change related settings to restrict them going forward, such as by using a private browsing mode (although this may affect your browsing experience on some websites). Plus, you can use the settings options in your

mobile devices to restrict what sort of information websites and mobile apps are able to access and use about you. Online advertising networks, social media platforms and search engines (Google etc.) also provide tools to manage the data they collect about you, and how it is used and shared. We urge you to look out for these functions and tools and use them to manage your privacy in a way that suits you best.]

Updates to this privacy policy

We review the ways we use your information regularly. And in doing so, we may change what kind of information we collect, how we store it, who we share it with and how we act on it.

Consequently, we will need to change this privacy policy from time to time to keep it accurate and up-to-date.

If following any changes, you continue to use our websites and mobile apps, contact us by telephone or otherwise provide information to us (through social media, for example) we will assume that you agree to those changes.

About us

We are the 'data controller' of the information you provide us with. This term is a legal phrase used to describe the person or entity that controls the way information is used and processed.

Thank you very much for taking the time to read our Privacy Policy.

Sunbreak Malta