

TICKET PURCHASE TERMS & CONDITIONS

Last Updated: May 2026

Welcome to foundationlost.com. These Terms & Conditions govern the purchase and use of tickets for events organized, promoted, or hosted by Lost State of Mind, Lost Arts Centre, affiliated partners, or third-party organizers using our platform.

By purchasing, receiving, holding, or using a ticket through our website or ticketing system, you acknowledge that you have read, understood, and agreed to these Terms & Conditions.

1. DEFINITIONS

For purposes of these Terms & Conditions:

- “Organizer” refers to Lost State of Mind, Lost Arts Centre, affiliated event partners, collaborators, contractors, or event representatives.
- “Platform” refers to the ticketing website, system, application, payment infrastructure, and related digital services operated through foundationlost.com or associated domains.
- “Attendee” refers to any person purchasing, receiving, using, or attending an event using a ticket issued through the platform.
- “Event” refers to any festival, workshop, seminar, performance, conference, gathering, screening, class, wellness event, or activity listed on the platform.
- “Ticket” refers to any valid digital or physical pass, QR code, barcode, confirmation message, or entry authorization issued by the platform.

2. ACCEPTANCE OF TERMS

By accessing the platform and purchasing a ticket, you confirm that:

- You are legally capable of entering into a binding agreement;
- The information provided during purchase is accurate and complete;
- You agree to comply with all event rules, policies, venue requirements, and applicable laws.

If purchasing tickets on behalf of others, you accept responsibility for ensuring all attendees comply with these Terms & Conditions.

3. EVENT INFORMATION

The organizer will make reasonable efforts to ensure event details are accurate, including:

- Date
- Time
- Venue
- Ticket pricing
- Line-up
- Programme schedule
- Accessibility information

However, event details may change where necessary due to:

- Operational requirements
- Safety concerns
- Technical issues
- Artist/speaker availability
- Government regulations
- Weather conditions
- Force majeure events

The organizer reserves the right to modify event details without prior notice where reasonably necessary.

4. TICKET PURCHASE & CONFIRMATION

4.1 Ticket Availability

All ticket purchases are subject to availability and confirmation.

Adding a ticket to a cart does not reserve the ticket until payment is successfully completed.

4.2 Pricing

Ticket prices are displayed in Kenyan Shillings (KES) unless otherwise stated.

Prices may include:

- Booking fees

- Service charges
- Payment processing fees
- Government taxes where applicable

The organizer reserves the right to:

- Change ticket prices at any time before purchase;
- Offer promotional or discounted pricing;
- Limit quantities per customer.

Previously purchased tickets will not be adjusted following price changes.

4.3 Payment Methods

The platform may support:

- M-Pesa

Payment processing is handled through secure third-party payment providers where applicable.

The organizer is not liable for:

- Bank delays
 - Mobile network delays
 - Payment gateway outages
 - User errors during payment
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4.4 Ticket Confirmation

Tickets are considered valid only after:

- Full payment is received;
- Payment verification is completed;
- A confirmation message/email/SMS is issued.

The attendee is responsible for verifying:

- Event details
- Ticket quantity

- Ticket category
 - Personal information submitted
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5. DIGITAL TICKETS & QR CODES

5.1 Unique Ticket Identification

Each ticket contains a unique:

- QR code
- Barcode
- Ticket ID
- Confirmation reference

Only the first scan or validated entry may be accepted.

Duplicate, copied, altered, manipulated, or fraudulent tickets may be invalidated without refund.

5.2 Ticket Delivery

Tickets may be delivered through:

- Email
- SMS
- Download link

It is the attendee's responsibility to:

- Ensure correct contact information is provided;
 - Check spam/junk folders;
 - Safely store tickets prior to the event.
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6. REFUND POLICY

6.1 General Refund Policy

Unless otherwise stated, all ticket sales are final and non-refundable.

Refunds are generally not provided for:

- Change of mind;

- Personal scheduling conflicts;
- Failure to attend;
- Transportation issues;
- Visa/travel issues;
- Weather discomfort;
- Late arrival.

6.2 Event Cancellation

If the organizer cancels an event entirely:

- Ticket holders may be eligible for:
 - Full refund;
 - Partial refund;
 - Ticket transfer;
 - Credit toward another event.

The organizer reserves the right to deduct:

- Non-recoverable processing fees;
 - Third-party transaction charges.
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6.3 Event Postponement

If an event is postponed:

- Tickets may remain valid for the rescheduled date;
- Refund options may be provided at the organizer's discretion.

Failure to attend the new date may not automatically qualify for a refund.

6.4 Refund Processing Time

Approved refunds may take:

- 7–30 business days depending on payment provider, bank, or mobile money system.

7. TICKET TRANSFER & RESALE

7.1 Transfer Policy

Tickets may only be transferred where expressly permitted by the organizer.

The organizer reserves the right to:

- Request updated attendee information;
 - Charge transfer fees;
 - Restrict transfers close to the event date.
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7.2 Unauthorized Resale

Tickets may not be:

- Resold commercially;
- Auctioned;
- Used in promotions without authorization.

Fraudulent resale or scalping may result in:

- Ticket cancellation;
 - Refusal of entry;
 - Legal action where applicable.
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8. ENTRY REQUIREMENTS

8.1 Admission

Entry may require:

- Valid ticket;
- Government-issued identification;
- Age verification;
- Student ID (for discounted tickets);
- Invitation confirmation.

The organizer reserves the right to refuse entry where:

- Tickets are invalid;
- Tickets were obtained fraudulently;

- Attendees violate event policies;
- Capacity limits are reached;
- Safety risks arise.

8.2 Late Entry

Late entry may be restricted depending on:

- Venue rules;
- Performance timing;
- Security procedures.

No refunds will be issued for late arrival.

9. SECURITY & PROHIBITED ITEMS

Attendees may be subject to:

- Security checks;
- Bag inspections;
- Screening procedures.

The following may be prohibited:

- Weapons
- Illegal substances
- Alcohol (where restricted)
- Fireworks
- Hazardous materials
- Drones
- Laser pointers
- Professional recording equipment without authorization
- Any item deemed unsafe by organizers or venue management

Refusal to comply may result in denied entry or removal without refund.

10. CODE OF CONDUCT

Attendees are expected to behave respectfully toward:

- Other attendees
- Staff
- Performers
- Volunteers
- Vendors
- Venue personnel

The organizer reserves the right to remove any attendee engaging in:

- Harassment
- Violence
- Hate speech
- Intimidation
- Sexual misconduct
- Discrimination
- Destruction of property
- Disruptive or unsafe behavior

No refund will be issued in such cases.

11. CHILDREN & MINORS

Certain events may:

- Restrict attendance by age;
- Require parental/guardian supervision;
- Require signed consent forms.

Parents/guardians remain fully responsible for minors attending the event.

The organizer reserves the right to implement safeguarding measures for youth-focused events.

12. HEALTH, SAFETY & MEDICAL

Attendees voluntarily assume all risks associated with attendance.

The organizer may implement:

- Emergency procedures
- Health screening
- Crowd management measures
- Safety protocols

Attendees should not attend if:

- They pose a risk to others;
- They are under the influence of illegal substances;
- They violate public health requirements.

13. PHOTOGRAPHY, FILMING & MEDIA CONSENT

By attending the event, attendees consent to:

- Photography
- Audio recording
- Video recording
- Live streaming
- Media coverage

Such content may be used for:

- Marketing
- Documentation
- Social media
- Promotional campaigns
- Educational purposes

Attendees waive rights to compensation related to such media usage.

14. INTELLECTUAL PROPERTY

All event branding, logos, media, recordings, performances, and content remain the intellectual property of the organizer or respective owners.

Unauthorized recording, distribution, reproduction, or commercial use may be prohibited.

15. FORCE MAJEURE

The organizer shall not be liable for cancellation, postponement, delays, or disruptions caused by circumstances beyond reasonable control, including:

- Natural disasters
- Government restrictions
- Political unrest
- Pandemics
- Internet outages
- Venue damage
- Artist illness
- Technical failures
- Security threats

16. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- Attendance is at the attendee's own risk;
- The organizer is not liable for:
 - Injury
 - Theft
 - Lost items
 - Property damage
 - Delayed access
 - Missed performances
 - Third-party actions
 - Travel/accommodation losses

The organizer's maximum liability shall not exceed the original ticket purchase amount.

17. PRIVACY & DATA PROTECTION

The organizer may collect:

- Names
- Phone numbers
- Email addresses
- Payment references
- Ticketing activity

Data may be used for:

- Ticket verification
- Customer support
- Event communication
- Analytics
- Marketing (where consent is given)

The organizer will take reasonable measures to protect personal data but cannot guarantee absolute security of digital systems.

18. THIRD-PARTY SERVICES

The platform may integrate third-party services including:

- Payment gateways
- SMS providers
- Analytics tools
- Ticket scanning systems

The organizer is not responsible for failures or outages caused by third-party providers.

19. ACCESSIBILITY

The organizer will make reasonable efforts to support accessibility needs where possible.

Attendees requiring assistance are encouraged to contact the organizer in advance.

20. WEBSITE USE

Users may not:

- Attempt unauthorized access;
- Interfere with system functionality;
- Use bots/scripts to purchase tickets unfairly;
- Upload malicious software;
- Abuse platform services.

Violations may result in account suspension or legal action.

21. GOVERNING LAW

These Terms & Conditions shall be governed by the laws of the Republic of Kenya.

Any disputes arising shall be subject to the jurisdiction of Kenyan courts.

22. CHANGES TO TERMS

The organizer reserves the right to update or modify these Terms & Conditions at any time.

Updated versions will become effective upon publication on the platform.

23. CONTACT INFORMATION

For support, inquiries, accessibility requests, or refund communication:
info@foundationlost.com