#### **PURCHASE POLICY**

This Purchase Policy does not apply to resale tickets.

Please note, Items cannot be exchanged or refunded after purchase. If you no longer want your Tickets and are not eligible for an exchange or refund under this Purchase Policy, we suggest that, if available, you use transfer to another person.

Nothing in this Purchase Policy affects your statutory rights as a consumer.

# **REGISTRATION**

In order to purchase a Ticket you must:

- (a) be at least 18 years old (or the age of legal capacity in the country of purchase) and able to enter into legally binding contracts; and
- (b) follow the instructions on the website to purchase.

We are a tickles company and so you will need your confirmation as proof for entry.

If you are making purchases on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity.

We reserve the right to terminate your account and/or cancel any of your orders and/or prohibit you from making future orders if:

- (a) any abusive or threatening behaviour is carried out by you or on your behalf or via your account;
- (b) we suspect any fraudulent activity or other illegal activity is carried out by you or on your behalf or via your account;
- (c) we suspect any unauthorised use of your account or other unauthorised activity is carried out by you or on your behalf or via your account;
- (d) we are ordered to do so by any legal or regulatory authority; and/or
- (e) you otherwise breach the terms of this Purchase Policy

### **LEGALLY BINDING CONTRACT**

In order to make a purchase from us, you must be at least 18 years old (or the age of legal capacity in the country of purchase) and able to enter into legally binding contracts. If you are purchasing online, you must have a valid credit or debit card issued in your name.

Any purchase from us forms a legally binding contract that is subject to: (i) this Purchase Policy; (ii) any special terms and conditions stated to be applicable to an Item and/or event; (iii) other terms and conditions of any partner and/or event; and (iv) any venue terms and conditions (including conditions of entry).

By purchasing one or more Items from us, you acknowledge that you have read, understood and agree to be bound by the terms and conditions of this Purchase Policy. If you do not agree with this Purchase Policy or any other applicable terms and conditions, or if you cannot comply with any of them, then you must not make a purchase.

We reserve the right from time to time to make changes to this Purchase Policy. Where we make any such changes, we shall post the updated version of this Purchase Policy on our website.

### PRICES, PAYMENT AND PLACING ORDERS

Whilst we try to ensure that all advertised prices are accurate, errors may occur. If we discover an error in the price of any Item you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price (in which case we will credit or debit you as applicable) or cancelling your order (in which case you will receive a full refund). If we are unable to contact you to confirm your order at the correct price, you agree that we may treat the order as cancelled and issue you with a full refund, without any further liability.

In many circumstances, Ticket prices are set at the time of the initial on-sale and stay the same until the event. However, some Tickets are "market-priced," and so Sale Prices may increase or decrease at any time, based on demand. This is similar to how airline tickets and hotel rooms are sold and is commonly referred to as "Dynamic Pricing". You will not be entitled to a refund or credit if (i) the Sale Price you paid for a Ticket was at any time before you purchased your Ticket less than the Sale Price you paid; or (ii) the Sale Price of any other Tickets to the relevant event (whether in the same price category or otherwise) is/are subsequently reduced after you purchase your Ticket.

Accepted methods of payment include Visa, MasterCard debit or credit cards as well as valid.

Your contract for purchase starts once we have confirmed your order and ends immediately after completion of the event for which you have purchased Item(s)

If you do not receive an order confirmation after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm email whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. We will not be responsible for any costs or losses you incur if you assume that an order was or was not placed because you failed to receive an order confirmation.

All purchases are subject to credit or debit card verification (if applicable), other security checks, and collection of payment by us. Your order may be cancelled if it has not passed our verification process or if payment is not received in full. In rare circumstances, if your payment is recalled by the associated bank or payment provider, we reserve the right to cancel and refund any order for which an order confirmation has been sent. We accept no responsibility or liability for such cancellations, as these are outside our control.

It is prohibited to obtain or attempt to obtain any Items through unauthorised use of any robot, spider or other automated device or software, or through unauthorised framing or linking to any website, or through any other illegal or unauthorised activity. We reserve the right to cancel any orders that we reasonably suspect to have been made in breach of this Purchase Policy, without any notice to you, and any and all Items obtained as part of such orders will be void.

To prevent fraud and protect us, we reserve the right to carry out checks and/or request that additional information be provided in order to verify purchases. We reserve the right to cancel any orders that we reasonably suspect to have been made fraudulently, without any notice to you, and any and all Items obtained as part of such orders will be void.

Please ensure that you read the full Item description details and are happy with your selection prior to purchase as we may be unable to rectify issues arising as a result of your mistake.

#### TICKET TRANSFER

Ticket Transfer is intended to be for transferring Tickets to friends and family; you should only transfer Tickets to people that you know and trust who are aged at least 14. If you wish to sell your Tickets to a third party as Resale Tickets and your Tickets are eligible, you may do so.

We may cancel any transferred Tickets if we have grounds to suspect that they were obtained fraudulently, unlawfully or otherwise in violation, or any other provisions of this Purchase Policy or any other applicable terms and conditions.

If an event is cancelled, rescheduled or materially altered, only the original purchaser of a transferred Ticket will be entitled to any refund or credit available under clause 11. We will only deal with the original purchaser of a transferred Ticket in respect of all matters relating to the Ticket and the event for which it is issued. It is the responsibility of the original purchaser of a Ticket to keep all the recipients of any transferred Tickets updated with any information we provide to the original purchaser.

To the maximum extent permitted by law, any liability we may have in connection with a Ticket will only be owed to the original purchaser of the Ticket, and not to any recipient to whom that Ticket may have been transferred (whether using Ticket Transfer or otherwise).

### **TICKET RIGHTS AND OBLIGATIONS**

Any Ticket you purchase from us remains the property of the relevant event and is a personal revocable licence which may be withdrawn, and admission refused, at any time.

When you receive your online confirmation, please keep them in a safe place. We will not be responsible for any Tickets that are lost, stolen, damaged or destroyed following receipt or collection by you. We strongly recommend that you do not post pictures or details of your Tickets online as this may allow third parties to counterfeit your Tickets or otherwise compromise the integrity of the Tickets and we will not be liable if you are refused entry to the event as a result.

Where your Tickets are for allocated seats, you have a right only to seats of a value corresponding to that stated on the Ticket. We or the relevant venue reserve the right (whether before or during the event) to provide alternative seats to those initially allocated to you or specified on the Tickets.

### **TICKET RESTRICTIONS**

When purchasing Tickets from us, you are limited to a specified number of Tickets for each event. This number is included on the first purchase page and is verified with every order. This policy is in effect to discourage and prevent unfair ticket buying practices. Tickets may be restricted to a maximum number per person (or business, as applicable), per credit or debit card and, for some events or tours, a restriction may apply per household as well. We reserve the right to cancel any order(s) for Tickets purchased in excess of the relevant limits without notice.

#### **EVENT TIMINGS AND ADMISSIONS**

Please note that advertised start times of events are subject to change. Also, door opening and closing times stated in relation to an event are not indicative of the event's start or end time, all of which remain at the relevant event discretion and may be subject to change.

Tickets are sold subject to the events right to alter or vary the programme of an event due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets, unless such change is a material alteration.

The event venue may conduct security searches of you and other patrons for safety and security purposes and/or may refuse admission to patrons (including you) breaching or suspected of breaching any terms and conditions of the event or any Event Partner.

Admission to all events is subject to the terms of admission of the relevant venue, and certain items (e.g. laser pens, mobile phones, dogs (except guide dogs) and patrons' own food and drink) may be prohibited. Please check with the venue directly. The unauthorised use of photographic and/or recording equipment at events is also prohibited. Any unauthorised photos, videos and/or recordings may be destroyed or deleted. The use of drones or similar equipment for any reason in, at or near the event venue is strictly prohibited.

Breach of any of venue terms and conditions or any unacceptable behaviour likely to cause damage, nuisance or injury shall entitle the Event Partner to eject you from the venue.

By attending an event, you and other patrons understand and agree to being photographed, filmed and/or recorded in relation to the event and/or for safety and security, including filming by the police. You and other patrons understand and agree that resulting photographs, videos, audio recordings and/or audiovisual recordings may be used in any and all media for any purpose at any.

Special effects, which may include sound, audio-visual, lighting effects may be featured at an event, which may not be suitable for those with photosensitive epilepsy, or similar conditions.

# **EVENT CANCELLATIONS AND ALTERATIONS**

If an event is cancelled, rescheduled or materially altered, we will use reasonable endeavours to notify you once we have received the relevant. However, we cannot guarantee that you will be informed of such rescheduling or alteration before the date of the event. It is your responsibility to ascertain whether an event has been cancelled, rescheduled or altered and the date and time of any rescheduled event.

**Cancellation**: If an event for which you have purchased Tickets is cancelled in full (and not rescheduled), your order will be cancelled, and you will be refunded the Sale Price of your Tickets. No accommodation or travel or any other related costs will be refunded.

**Rescheduling**: If an event for which you have purchased Tickets is rescheduled, Tickets will be valid for the new date

#### STATUTORY RIGHT TO CANCEL

Tickets cannot be cancelled, exchanged or refunded after purchase, save in the circumstances above.

### LIMITATION OF LIABILITY

To the maximum extent permitted by law, we (including our affiliates, parent undertakings, subsidiaries, and their respective officers, directors, employees, agents, legal representatives and sub-contractors) and our relevant Event Partners shall not be liable for any loss, injury or damage to any person (including you) or property howsoever caused (including by us and/or by the Event Partner):

- (a) in any circumstances where there is no breach of contract or a legal duty of care owed by us or the relevant Event Partner;
- (b) in circumstances where such loss or damage is not directly as a result of any such breach (save for death or personal injury resulting from our or an Event Partner's negligence); or
- (c) to the extent that any increase in any loss or damage results from your negligence or breach by you of any of the terms of this Purchase Policy and/or any other applicable terms and conditions and/or any applicable laws or regulations.

To the maximum extent permitted by law, we (including our affiliates, subsidiaries, and their respective officers, directors, employees, agents, legal representatives and subcontractors) and our relevant Event Partners, shall not be liable for any indirect or consequential losses or loss of data, profits, revenue, earnings, goodwill, reputation, enjoyment or opportunity, or for distress, or any exemplary, special or punitive damages, arising directly or indirectly from any purchases made under this Purchase Policy. In particular please note that:

- (a) personal arrangements and expenditure, including travel, accommodation, hospitality and other costs and expenses incurred by you relating to an event which have been arranged by you are at your own risk, and neither we nor the relevant Event Partners shall be responsible or liable to you for any wasted or unrecoverable costs or expenditure in relation to such personal arrangements, even if caused as a result of the cancellation, rescheduling or alteration of an event for which you have purchased tickets under this Purchase Policy; and
- (b) neither we nor any relevant Event Partner shall be responsible or liable to you for any loss of enjoyment or amenity, including where an event has been cancelled, rescheduled or altered; and
- (c) neither we nor any relevant Event Partner shall be responsible or liable to you (and you will not be entitled to any refund) if admission to a venue or event is refused or revoked at any time as a result of your breach of any Event Partner's terms and conditions.

We are not responsible for any internet connection errors experienced.

We are not responsible for the actions or failures of any Venue, performer, promoter or other Event Partner. Under no circumstances shall we be liable for death or personal injury suffered by you or your guests arising out of attendance at an event, unless caused by our negligence. Neither shall we be liable for any loss or damage sustained to your property or belongings, or those of any guests under your booking, attending an event.

We will not be liable to you for failure to perform any of our obligations under this Purchase Policy to the extent that the failure is caused by a force majeure event (meaning any cause beyond our reasonable control including without limitation, acts of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments). This clause does not affect the terms of any clauses specifically providing for a right of refund.

Nothing in this Purchase Policy seeks to exclude or limit our or any Event Partner's liability for death or personal injury caused by our or any Event Partner's negligence, fraud or other type of liability which cannot by law be excluded or limited.

# QUERIES, COMPLAINTS AND DISPUTE RESOLUTION

If we need to contact you, we will use your purchase account contact details (or the contact details you provided at the time of purchase, if you did not purchase online). It is your responsibility to inform us immediately of any changes to your contact details, whether before or after receipt of Items. In particular, please ensure that you provide us with a valid email address as this is our preferred method of contacting you. You should also be aware that your email mailbox settings may treat our emails as junk, so remember to check your junk and/or spam folders.

If you have any queries or complaints regarding your purchase, please contact us using our email.

Your query or complaint shall be acknowledged by us as soon as possible and in any event, within five business days of receipt.

We may need to contact one or more Event Partners for more information before responding to your query or complaint.

If any dispute arises, we shall use our reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to you, us and any relevant Event Partner. Please note, some complaints can take as much as 28 days to resolve.

Nothing in this Purchase Policy affects or restricts your statutory rights, your right to make a complaint to Trading Standards or another appropriate regulatory authority, or your right to pursue court proceedings.

Please note that we do not tolerate aggressive or abusive behaviour towards our staff or representatives, or unreasonable demands or persistence being used (including any threat, abuse or harassment towards our staff or representatives in any form or any social media). We reserve the right to take such action we deem reasonably necessary in the circumstances to address any such behaviour towards our staff or representatives.