

TERMS & CONDITIONS

TERMS AND CONDITIONS OF PURCHASE OF PACKAGES

1. INTRODUCTION

1.1 Definitions: the following terms shall have the following meanings:

Accommodation - any hotel rooms or other accommodation (reserved for use either prior to or after an Event), details of which are set out in the Advertisement. **Advertisement** - the advertisement for the Event or the Package on the Website or elsewhere. **Event** - an event, of whatever nature, the details of which are set out in the Advertisement. **Hospitality** - any hospitality, services, entertainment, catering and/or drinks element of any type, details of which are set out in the Advertisement. **Merchandise** - any goods, souvenir or other item of merchandise provided as part of the Package and as set out in the Advertisement. **Order Confirmation Number** - the number given to you confirming that we have accepted your order. **Package** - a package detailed in the Advertisement which may include, without limitation, Merchandise; the Tickets; Travel; Accommodation; Hospitality or any combination of those for one person (unless stated otherwise in the Advertisement). **Price** - the price of the Package either as set out in the Advertisement or, if changed, as subsequently notified by us to you prior to purchase. **Special Conditions** - the further terms and conditions and/or restrictions in relation to each Package specific to each Package, details of which are set out in the Advertisement. **Terms and Conditions** - these terms and conditions relating to the purchase of Packages. **Ticket** - a ticket for an Event. **Travel** - the travel to and/or from the Event, details of which are set out in the Advertisement. **UK** - the United Kingdom. **Venue** - the venue where the Event takes place. **We/us** - Live Nation (Music) UK Limited of 2nd Floor Regent Arcade House, 19-25 Argyll Street, London W1F 7TS Company Number 02409911, VAT Number 489 7987
40. **Website** - www.LiveNation.co.uk and www.vipnation.co.uk and any other websites owned or controlled by Live Nation or its agents. **You** - the purchaser of the Package(s).

1.2 The Terms and Conditions shall constitute a binding contract between you and us when you order a Package.

1.3 Please make sure that you have read these Terms and Conditions before placing an order with us. In addition, please read these each time you make a purchase as these Terms and Conditions are subject to change without notice and the terms and conditions in force on the date you purchase the Package govern your purchase.

1.4 PLEASE BE AWARE THAT THERE MAY BE CERTAIN RESTRICTIONS OR SPECIAL RULES RELATING TO EACH PACKAGE (Special Conditions). The Special Conditions will be set out in the Advertisement and will form part of and be deemed to be incorporated in these Terms and Conditions.

2 PRIVACY

The ticketing agent who sells the Package will provide us with your personal information for the purposes of fulfilling your order and for event registration. We will also use your information for our marketing purposes where you have consented. For further details of how we use your information and to find out how to exercise the rights you have over your information, please see our Privacy Notice at www.livenation.co.uk/privacy.

3 ORDERING PROCESS

3.1 When you place an order to purchase Package(s) from us or through the Website, you will be asked to enter or provide certain information including your name, address, contact telephone number, email address and debit/credit card details. This information is required to contact you and to process the transaction.

3.2 Your order represents an offer by you to us to purchase a Package or Packages which shall only be accepted by us and form a binding agreement between us when:

a) we process your debit/credit card details successfully if you have chosen to pay by debit/credit card; or

b) if you have requested we issue you with an invoice in respect of such Package or Packages, when we issue such invoice; or

c) we either send you or inform you of the Order Confirmation Number,

whichever is the later of the above events. Whilst we will take care to ensure that all elements of an order are processed, you should check the order confirmation carefully. Any elements of a Package on the same order which we have not confirmed with the Order Confirmation Number, which we do not confirm during the booking process or in relation to which we do not debit your credit/debit card or are not set out on any invoice issued to you do not form part of our agreement with you and will not be supplied.

3.3 The method of delivery of the Package may vary, depending upon known facts, including without limitation: (a) the nature of the Package; (b) the goods and services comprising the Package; (c) the location of your delivery address (including, without limitation, if such address is located in the UK); (d) the proximity of your delivery address to the Venue; and/or (e) any restrictions imposed by the Venue.

3.4 If the delivery address provided by you at the time of booking is located IN THE UK we will, within the 14-day period prior to the Event taking place, either:

a) post the Tickets and/or Merchandise (as applicable) which comprise the Package to the delivery address provided by you at the time of booking;

b) notify you, via the email address provided by you at the time of booking, that the Tickets and/or Merchandise (as applicable) which comprise the Package may be collected by you at the Venue and confirming the details of such collection; or

c) notify you via the email address provided by you at the time of booking, that some of the Tickets and/or Merchandise may be collected by you at the Venue and confirming which Tickets and/or Merchandise may be collected at the Venue and the details of such collection. We will post the remaining Tickets and/or Merchandise (as applicable) which comprise the Package to the delivery address provided by you at the time of booking within the 14-day period prior to the Event taking place. If, for reasons outside of our reasonable control, we are unable to deliver to you or make available for collection at the Venue, Merchandise prior to the Event, we shall post such Merchandise to the delivery address provided by you at the time of booking, within a reasonable time after the Event.

IMPORTANT: If you have not received your Tickets and/or Merchandise (as relevant) or an email from us confirming collection instructions at least 48 hours prior to the Event, please contact us on +44 (0)207 009 3484 or +44 (0)207 009 3333.

3.5 If the delivery address provided by you at the time of booking is located OUTSIDE THE UK, the Tickets and/or Merchandise (as applicable) which comprise the Package will NOT be posted to you in advance of the Event taking place. We will instead notify you, via the email address provided by you at the time of booking, that the Tickets and/or Merchandise (as applicable) which comprise the Package may be collected by you at the Venue and confirming the details of such collection. If for reasons outside our reasonable control we are unable to, prior to the Event, make available for collection at the Venue the Merchandise, we shall post such Merchandise to the delivery address provided by you at the time of booking within a reasonable time after the Event.

3.6 When you receive Tickets please keep them in a safe place. You will be responsible for any loss, theft or damage to your Tickets. The issue of replacement Tickets is at our sole discretion. If we decide to issue a duplicate Ticket, we may charge you a reasonable administration fee.

3.7 No part of the Package sold is returnable or exchangeable. No part of the Package is refundable and refunds will only be granted in the circumstances set out in Clause 10 below.

3.8 We reserve the right at any time and without prior notice to you to terminate any agreement between us and cancel any bookings where we reasonably suspect them; (i) to have been made fraudulently; (ii) to have been purchased for the purposes of resale where a resale of the relevant booking has already occurred; or (iii) where you are otherwise in breach of these Terms and Conditions.

4 LIMITS AND AVAILABILITY

4.1 The maximum number of Tickets and/or Packages that you are entitled to order for each Event (if there is a maximum number) shall be as stated in the Advertisement (or at the point of purchase).

4.2 Packages are subject to availability at the time we process your order. Package availability and any applicable offers (including the Price) are subject to change at any time

without notice. We will notify you of any changes prior to confirmation of your booking. You are advised to check all details carefully as, once your purchase has been confirmed, we are not able to exchange or refund your order. Refunds will only be given in those circumstances set out in Clause 10 below.

4.3 While we try and ensure that all prices on the Advertisement and/or Website are accurate, errors may occur. If we discover an error in the price of a Package you have ordered, we will inform you as soon as possible and give you the option of either: (i) reconfirming your order and paying the difference between the correct price and any amount already paid by you; or (ii) cancelling your order. If we are unable to contact you, you accept that we may treat the order as cancelled. If you choose to cancel after you have already paid the incorrect price for a Package, you will receive a full refund from us.

5 PACKAGES

5.1 A Package may comprise a Ticket to an Event, Hospitality, Accommodation, Merchandise or Travel or any combination of the aforesaid as set out in the Advertisement.

5.2 Unless an item is specifically referred to as included within a Package you should assume that it is not included in the Package and you should make your own arrangements to purchase such item should you wish to do so.

6 TRAVEL AND ACCOMMODATION

6.1 Packages are additionally, where relevant, made subject to the terms, conditions and restrictions imposed by the relevant travel company and operator of any Accommodation. We will where possible set these out in the Special Conditions. You must however satisfy yourself that the Travel and Accommodation provided are to your satisfaction and meet your requirements. Whilst we will correct any inaccuracies or investigate any errors in relation to the Advertisement, as we use a variety of service providers we rely on the information provided to us (unless it is not reasonable for us to do so). Accordingly, we cannot accept liability for any descriptions given by the owner or operator of the Accommodation or Travel company.

6.2 The Travel included in the Package, if any (and unless stated otherwise), comprises transport to and from the Venue from the Accommodation or such location specified in the Package on the day or night of the Event only.

6.3 Travel arrangements will, where required (for example, travel outside of the UK), include coverage by a bonded member of the Association of British Travel Agents. In the unlikely event of our (or our suppliers') insolvency while you are abroad, such coverage shall ensure that arrangements are made to repatriate you.

7 INSURANCE

You should have and maintain adequate travel insurance at the time of booking of any Package which requires overseas travel. You should arrange travel insurance separately. We do not offer or provide travel insurance.

8 EVENT ADMISSION

8.1 Any Package including a Ticket will admit one person only to the Event (unless the Package is expressly stated to include more than one Ticket to an Event).

8.2 TICKETS ARE ISSUED SUBJECT TO ANY RELEVANT TERMS AND CONDITIONS OF ENTRY TO THE VENUE AND/OR TERMS AND CONDITIONS IMPOSED BY THE EVENT ORGANISER. Specific terms relating to the Event may be contained in the Advertisement.

8.3 You must produce a valid Ticket to gain access to an Event and you must keep possession of such Ticket at all times during the Event. Your Ticket may be invalidated and you may be refused admission if the Ticket is damaged, copied, defaced or otherwise mutilated.

8.4 Tickets are personal revocable licences and shall at all times remain our property. Any Ticket obtained in breach of these Terms and Conditions, any applicable Special Conditions or the terms and conditions of entry to the Venue shall be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, the Venue without refund, and may be subject to legal action. Void Tickets are non-refundable.

8.5 You must obey all reasonable notices and directions given by the Venue. You may only leave and then re-enter a Venue during an Event at the discretion of the Venue. Otherwise there shall be no re-admissions or pass-outs of anykind.

8.6 We (or the management of the Event or the Venue, their employees and/or agents) have the right to refuse admission or eject the holder of any Ticket who in their opinion is intoxicated, in possession of a prohibited item or who is or will be disruptive to the event or the enjoyment, comfort or safety of other spectators, or commits any offence. A refund will not be given to anyone for all or any part of the Package in these circumstances.

8.7 You agree to abide by all other terms and conditions and any other rules, laws and safety regulations which may apply at the Venue.

9 ALTERATION TO ADVERTISED PACKAGES

Every reasonable effort will be made to provide the Packages as advertised or confirmed. We do, however, reserve the right to alter the Package as reasonably necessary or substitute any element of it for a suitable equivalent. We also reserve the right to change the Price at any time before purchase.

10 EVENT CANCELLATIONS / POSTPONEMENTS

10.1 If an Event is cancelled or postponed, we will use our reasonable endeavours to notify you of the cancellation or postponement using the details you provided at the time of booking. Please note that we cannot guarantee that you will be informed of such cancellation before the date of the Event and it is your responsibility to ascertain whether an Event has been cancelled or rescheduled and the date and time of any rescheduled Event.

10.2 If an Event is rescheduled or postponed, we will where possible use our reasonable endeavours to offer you tickets to the rescheduled Event (together with the associated Travel, Accommodation and Hospitality), equivalent to the value of the Ticket, Hospitality, Accommodation and Travel forming part of the original Package. If the Event is cancelled, if we are unable to provide you with tickets to the rescheduled Event or if you are unable to attend the rescheduled Event, or if there is a material change to the Event (being a change which we, acting reasonably, determine makes the Event materially different to the Event that purchasers of a Package, taken generally, could reasonably expect), you will be entitled to a refund of the elements of the Package not provided to you. Any elements of the Package that have been provided to you are non-refundable. We reserve the right to cancel or withdraw any part of any Package at any time, whether or not an Event is cancelled or postponed. If we elect to cancel or withdraw any element of the Package we will contact you using the details provided when you booked the Package. We will at our option offer to either:

- refund the Price paid by you in full if no part of a Package is provided; or
- refund the price for those elements of the Package cancelled or withdrawn, as determined by us at our sole discretion; or
- offer the Package to you for a different date.

If you are not able to attend any rescheduled date we will offer you a full or partial refund as set out above in clause 10.2.

11 LIMITATION OF LIABILITY

11.1 We shall not be liable to you for death, personal injury to you or loss or damage caused to your personal property unless it is caused by our negligent act or omission or our breach of statutory duty.

11.2 You acknowledge that we do not control the activities of the artist(s) who appear at an Event and accordingly we cannot be held responsible for any loss or damage of any kind, resulting from any delay in or overrun of an artist's performance at any Event.

11.3 We will not be liable to you for any failure to perform our obligations under these Terms and Conditions where such failure is caused by an event beyond our control.

11.4 Subject to Clause 11.1 and to the maximum extent permitted by law, we will not be liable for any indirect, consequential, business or economic losses (including but not limited to loss of profit, revenue, contracts, anticipated savings or opportunity) or any indirect loss

that is not reasonably foreseeable to both us and you when the order was made. In accordance with this, please note that:

a) personal arrangements including travel, accommodation, hospitality and other costs and expenses incurred by you relating to the Package and/or Event which have been arranged by you are at your own risk, and we shall not be responsible or liable to you for any wasted expenditure, including where an Event has been cancelled, rescheduled or otherwise materially altered; and b) we shall not be responsible or liable to you for any loss of enjoyment or amenity, including where an Event has been cancelled, rescheduled or materially altered.

11.5 Except as otherwise set out in these Terms and Conditions and any other applicable terms and conditions and, unless caused by an error or fault on our part, we will not be liable to you, anyone accompanying you or any Package holders for any unavailability, delay or non-delivery of Tickets or any element of any Package or any other acts or omissions that are beyond our reasonable control.

11.6 Subject to Clause 11.1, in any event, our maximum liability to you (or anyone accompanying you or the holder of any Package purchased by you) under these Terms and Conditions is to refund to you the Price paid by you for the Package. For the avoidance of doubt, we shall not be liable for any costs, expenses or charges incurred by you over and above the Package Price (including but not limited to the costs of any travel or accommodation which are not included as part of the Package).

11.7 Nothing in these Terms and Conditions shall limit our liability for death or personal injury caused by our negligence, fraud or any other type of liability which cannot by law be excluded or limited.

12 NON TRANSFERABILITY OF PACKAGES

12.1 You are entitled to purchase tickets for use only by you and by any person(s) intending to accompany you as your guest, provided that those person(s) do not pay to you more than the Price. Ticket holders may be refused entry if they are not accompanied by you, the purchaser. You must ensure that any person(s) accompanying you is aware of these Terms and Conditions and any Special Conditions.

12.2 No part of the Package, including any Ticket, may be transferred or re-sold for profit or commercial gain, or offered as an incentive, giveaway or a prize in a competition or otherwise disposed of. Any attempt to do so will result in the Package being withdrawn and, at our option, any Ticket or Voucher becoming void. However, where an official fan-to-fan resale option is available from your original point of purchase, if you purchase a Package and are then unable to use it, you may list your Package(s) for resale strictly only via the official resale platform provided by your original point of purchase.

12.3 If any element of the Package, including a Ticket, is transferred in breach of these Terms and Conditions (e.g. by doing so for profit and/or by not using an approved official resale channel), the holder of such Ticket may be refused entry to, or be ejected from, the

Venue and the holder of such Ticket will be required to deliver up the Ticket on demand. In such circumstances, we reserve the right not to fulfil any other aspect of the Package.

13 EVENT ATTENDANCE

13.1 If before or during an Event which forms part of the Package you have a complaint in relation to the Event, please promptly speak to us or a steward at the Event. We will use reasonable endeavours to rectify the situation which is the cause of the complaint, however, under no circumstances shall we be under any obligation to rectify the situation.

13.2 You hereby give your express consent for your actual or simulated likeness to be included for no fee within any film, photograph, audio and/or audiovisual recording at an Event to be exploited in any and all media for any purpose at any time throughout the world. This includes filming by the police or security staff which may be carried out for the security of customers or the prevention of crime.

13.3 Smoking within indoor Venues is strictly prohibited. We reserve the right, without refund, to eject any person found smoking in any indoor Venue.

13.4 We reserve the right to eject those disturbing the peace, at our sole discretion, without readmission or refund.

13.5 You agree that you will not engage in or assist in any form of 'ambush marketing'; where an unconnected third party attempts to infer a connection with us, the Event or any artist performing at the Event. You also agree that you will not (and will not permit or encourage any of your guests to) engage in any activity on any media whatsoever (including social media), which, whether intentionally or otherwise, may give the impression that you or any of your guests are in any way connected with the Event or any artist performing at the Event.

14 ALTERATION AND SEVERABILITY

14.1 If any of these Terms and Conditions are deemed invalid, void, or for any reason unenforceable, that condition will be deemed deleted provided that: the deletion of that term will not affect the validity and enforceability of any remaining condition(s); if the commercial purpose of these terms is materially affected, we and you will agree alternative terms and conditions without such invalid and/or void conditions.

14.2 No variation to these Terms and Conditions or any agreement between us which you make or purport to make will be valid and effective unless it has been acknowledged and agreed in writing by us.

15 WAIVER

If you breach these Terms and Conditions and we take no immediate action, we will still be entitled to assert our rights in relation to any such breach and in relation to any further breach of these Terms and Conditions.

16 CUSTOMER SATISFACTION POLICY

Should you not be completely satisfied with your experiences, Packages or service from us please write to us at: VIP Nation, Live Nation (Music) UK Limited, 2nd Floor, Regent Arcade House, 19 – 25 Argyll Street, London, W1F 7TS, or by email on vipnation@livenation.co.uk

17 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement and, to this end, you acknowledge that these Terms and Conditions do not give any third party the right to enforce any of the terms against us.

18 EXTERNAL WEBSITES

We do not control external websites which are linked to the Website and cannot be held responsible for their content.

19 GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales. You agree, as we do, to submit to the exclusive jurisdiction of the English Courts, save in relation to enforcement of any judgment, in which case such jurisdiction shall be non-exclusive.

Last updated: April 2019