

Birmingham 2022 Commonwealth Games

Ticket Terms and Conditions



Please read these terms and conditions carefully.

These terms and conditions apply to all tickets issued for the XXII Commonwealth Games which is intended to be staged and principally hosted in Birmingham in 2022 ("Games"). You and any person who purchases, possesses, uses or attempts to use a ticket issued under these terms and conditions will be legally bound by these terms and conditions.

If you have any queries about your ticket or these terms and conditions, then please contact us through our [help desk](#).

Definitions

All capitalised terms used in these Ticket Terms and Conditions and in the abbreviated form printed on a Ticket shall have the following meanings:

"Accessible Ticketing Policy" means Birmingham 2022's accessible ticketing policy, including as amended, supplemented or replaced from time to time, published at www.Birmingham2022.com;

"Ambush Marketing" means any activity by which a person purports to take advantage of the benefits, goodwill or footfall associated with and generated by the Games, including without limitation the unauthorised use of a Ticket as a prize or gift or in a lottery, raffle, sweepstake, fundraiser or competition or for any other promotional, advertising or commercial purpose and/or any other activity by a person not authorised by Birmingham 2022 which: (a) associates the person with the Games; or (b) exploits the publicity or goodwill of the Games; or (c) has the effect (in the reasonable opinion of Birmingham 2022) of conferring the status of a Commercial Partner on a person who is not a Commercial Partner or otherwise diminishing the status of any Commercial Partner;

"Authorised Agents" means the official corporate hospitality agents and official travel agents appointed by or on behalf of Birmingham 2022 and which are legally and contractually entitled to sell Tickets as part of hospitality and travel packages respectively;

"Authorised Person" means collectively all Games and Venue management (being anybody acting on behalf of Birmingham 2022) including any or all of their respective staff, officials, contractors, representatives, officers, security personnel, stewards and/or volunteers;

"Authorised Ticket Reseller" means any entity designated or otherwise appointed by Birmingham 2022 to promote, sell and distribute Tickets for Birmingham 2022 (including but not limited to the Official Ticketing Agent, Commonwealth Games Associations and any Authorised Agents);

"Ballot" means any random computerised ballot organised and carried out by Birmingham 2022 to determine which ballot entrants are allocated Tickets, further details of which shall be notified to ballot entrants during the entry process through www.Birmingham2022.com;

"Ballot Terms" means the terms and conditions relating to the entry into any Ballot set out in paragraph 27 of these Conditions and all further information applicable to entry into any Ballot as set out on www.Birmingham2022.com;

"Birmingham 2022" and "we", "us", "our", "ours" refers to the Birmingham Organising Committee for the 2022 Commonwealth Games Ltd, a company established under the Companies Acts (registered number 11120160) as the Organising Committee of the XXII Commonwealth Games to be staged and principally hosted in Birmingham in 2022 and having its registered office at One Brindley Place, Brindley Place, Birmingham, England, B1 2JB;

"CGE" means Commonwealth Games England, a company registered with company number 01616941 and having its registered office at 5th Floor Holborn Tower, 136-144 High Holborn, London, WC1V 6PL;

"CGF" means the Commonwealth Games Federation of 55-58 Pall Mall, London, England, SW1Y 5JH;

"CGFP" means the incorporated joint venture entity CGF Partnerships Ltd, a company established under the Companies Acts (registered number 10380178), to exploit the commercial rights to Birmingham 2022 having its registered office at 55 - 58 Pall Mall, London, United Kingdom, SW1Y 5JH, established between the CGF and SPORTFIVE UK Ltd (registered number 03599986) to support the planning and delivery of the Games through expert consultants and lead the commercial programme for the Games;

"Commercial Partner" means any official Games sponsor, official supplier, broadcaster, licensee and/or any other party which has been granted a commercial association with Birmingham 2022, the CGE, CGF and/or CGFP from time to time;

"Conditions" means these terms and conditions the Venue Entry Conditions and the Prohibited and Restricted Items which are incorporated into these terms and conditions by reference, together with any amendments or updates to the same issued by or on behalf of Birmingham 2022 from time to time;

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"Crisis" a virus outbreak, epidemic or Pandemic or any other such crisis;

"Force Majeure Event" means circumstance beyond the reasonable control of a party including act of God, fire, flood, abnormal weather conditions, war, riot, civil commotion, terrorism, but excluding, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services;

"Games Partner" means any of the CGF, CGFP, CGE, any Commonwealth Games Association and any national or international organisation which organises or controls a sport included in the Commonwealth Games, and "Games Partners" shall mean all of the above;

"Guest" means any person for and on whose behalf the Ticket Purchaser purchased a Ticket and who has obtained such Ticket from the Ticket Purchaser in accordance with these Conditions, and/or any other person using a Ticket with the prior express authorisation of Birmingham 2022 or a Games Partner;

"Official Ticketing Agents" means Ticketmaster Sport Limited, who have been appointed by Birmingham 2022 to operate the Ballot, together with any ticket box offices or other ticket distribution outlets appointed by the Birmingham 2022;

"Official Resale Platform" means the portal operated by the Birmingham 2022 and available through www.Birmingham2022.com to enable Ticket Purchasers to resell Tickets in accordance with these Conditions;

"Original Sale Price" means the price of each Ticket specified on www.Birmingham2022.com;

"Pandemic" means a widespread national outbreak of infectious disease (including the coronavirus disease (COVID-19)) as determined by the World Health Organisation;

"person" shall include a natural persons, corporation, association or other legal entity;

"Prohibited and Restricted Item(s)" means any of the items listed as such in the Venue Entry Conditions;

"Session" means a sporting session, including all preliminary rounds, qualifying rounds, heats, semi-finals and finals of all competitions held as part of the Games and/or the opening and/or closing ceremonies forming part of the Games or any other sport session or demonstration, event or ceremony taking place in the lead up to the Games, the particulars of which are indicated on the Ticket;

"Ticket" means a ticket giving right of entry to a Session at a particular Venue in accordance with the details indicated thereon;

"Ticket Holder" means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser, Guest or any person to whom the Ticket was issued or transferred;

"Ticket Purchaser" and "you" and "your" means the individual with legal capacity who submits an application into a Ballot, who has purchased a Ticket or Tickets in accordance with these Conditions from www.Birmingham2022.com, any Official Ticketing Agent and/or from any Authorised Agent;

"Ticket Refund Terms" means the terms and conditions relating to the exchange, refund and cancellation of Tickets set out in paragraph 79 of these Conditions or as may otherwise be published on www.Birmingham2022.com or made available to the Ticket Purchaser;

"Ticket Resolution Office" means the Birmingham 2022 customer services outlet at a Venue which shall deal with Ticket queries;

"Venue" means the entire premises of an area, ground, competition venue or stadium where a Session is scheduled to take place and to which a Ticket is required to gain access, including all entrance and exit gates as well as all other official installations and areas; and

"Venue Entry Conditions" means the security protocols, the prohibited and restricted behaviour, actions and activities, Prohibited and Restricted Items and other conditions of admission that apply to each Venue and attendance of a Session, as may be amended, supplemented or replaced from time to time, published on www.Birmingham2022.com and a copy or copies of which shall be displayed at or near the entrance(s) to each Venue.

Scope and Enforceability of the Conditions

1. These Conditions govern the application for and sale of all Tickets issued for the Games and the subsequent admission to a Venue to attend a Session. All Tickets are issued by or on behalf of Birmingham 2022 and shall remain at all times the property of Birmingham 2022. All Tickets are sold subject to availability and to these Conditions.
1. These Conditions create legally binding obligations on the Ticket Purchaser and Ticket Holder. The Ticket Purchaser must read these Conditions carefully prior to purchase and any queries relating to them should be raised with us prior to purchase, as the purchase of a Ticket(s) constitutes agreement of these Conditions.
2. Your contract for the purchase of Ticket(s) is formed as soon as we have processed your payment and will expire immediately after the Session for which you purchased Ticket(s). All Ticket purchases are subject to payment card verification and other security checks and your transaction may be cancelled if it has not passed our verification processes.

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3. The Ticket Purchaser and any Ticket Holder, in agreeing to these Conditions, shall be deemed to have made any subsequent Ticket Holder(s) expressly aware of these Conditions and are responsible for ensuring that any subsequent Ticket Holder complies fully with these Conditions.
4. In allowing the Ticket Holder entry to a Venue, Birmingham 2022 rely on the Ticket Holder's acceptance of and agreement to these Conditions. The Ticket, and subsequent entry to a Venue, is issued and provided strictly subject to these Conditions, no matter how the Ticket is purchased, obtained or used.
5. For the avoidance of doubt, the Ticket Purchaser and Ticket Holder, in agreeing to these Conditions, also agrees to comply with and be bound by the Venue Entry Conditions. If a Ticket Holder fails to comply with the Venue Entry Conditions, they will be refused entry to or evicted from the Venue without a refund or compensation. In the case of any conflict or ambiguity between any term(s) of these Conditions and any term(s) of any of the Venue Entry Conditions, the terms of these Conditions shall prevail.
6. By making an application to purchase Tickets through the Ballot the Ticket Purchaser undertakes to comply with these Conditions.
7. Any person who purchases, possesses, uses or attempts to use any Ticket shall be deemed to have understood, accepted and agreed to comply with these Conditions. For the purposes of these Conditions, making use of or using a Ticket shall include, without limitation, accepting the Ticket from any person, possessing the Ticket, presenting the Ticket to any Authorised Person outside or inside a Venue, presenting the Ticket for entry to a Venue or Session. and/or utilising the Ticket in conjunction with or as part of a travel package or hospitality package.
8. Any Ticket offered, exposed and/or advertised for sale, sold, transferred, used or disposed of other than through www.Birmingham2022.com, the Official Resale Platform or an Authorised Ticket Reseller will be void and/or cancelled by Birmingham 2022 without notice and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from a Venue by any Authorised Person without refund or compensation, and must deliver up any and all Tickets in their possession at the request of an Authorised Person. Further, Birmingham 2022 may pursue any other legal remedy available in relation to the breach. The unauthorised sale and/or offer to sell a Ticket, exposure of a Ticket for sale and advertising that a Ticket is available to purchase will constitute a criminal offence under the Birmingham Commonwealth Games Act 2020 and action may be taken against offenders.
9. You agree not to obtain or attempt to obtain any Ticket(s) through unauthorised use of any robot, spider or other automated device or any other illegal or unauthorised activity. We reserve the right to cancel any Ticket transaction which we reasonably suspect to have been made in breach of these Conditions without giving any notice to you and any and all Ticket(s) purchased as part of such transaction will be void.
10. Birmingham 2022 reserves the right to determine, at its sole discretion, the total number of Tickets to be distributed to the public and Birmingham 2022 may increase or decrease the number of Tickets at any time. Birmingham 2022 also reserves the right to end or re-run the Ballot and finish or resume the sales of Tickets at its sole discretion. For the avoidance of doubt, notwithstanding the increase or decrease of the total number of Tickets, or end or restart of the Ballot and the sales of Tickets, no application for the purchase of Tickets may be changed or cancelled, and any Tickets already purchased may not be changed, cancelled, exchanged or refunded other than in accordance with the Ticket Refund Terms.

Ticket Purchase

11. Ticket Purchasers must be aged eighteen (18) years or above.
12. Except for the permitted transfer from the Ticket Purchaser to their Guest(s) as set out in paragraph 43 of these Conditions, Tickets may only be purchased through www.Birmingham2022.com, the Official Resale Platform or an Authorised Ticket Reseller. Updated lists of the Authorised Agents will be provided on www.Birmingham2022.com and updated from time to time. Any Ticket purchased, offered for sale or otherwise acquired from any individual, organisation or other third party not named on such lists shall become void and invalid and action may be taken against offenders in accordance with the Birmingham Commonwealth Games Act 2020.
13. A Ticket will be required for each person entering the Venue aged eighteen (18) months and above and access will only be permitted into the Venue upon presentation of a valid Ticket at the entrance.
14. It is your responsibility to check your Ticket(s) as mistakes cannot always be rectified after purchase. Please check your Ticket(s) on receipt carefully and contact our customer services team immediately if there is a mistake.
15. We reserve the right to provide alternative seats for a Session to that specified on the Ticket if the staging of the Session reasonably requires, provided they are of no less value to that stated on the Ticket.
16. Ticket prices shall be set by Birmingham 2022 and be denominated in British pound sterling and shall be inclusive of all applicable taxes. Any and all charges arising as a result of payment or attempted payment in another currency, for example currency exchange charges, shall be the responsibility of the Ticket Purchaser.
17. All concessions and Ticket discounts (if any) are subject to availability and eligibility criteria, they may be restricted to certain price levels and Sessions and can be withdrawn by us without notice at any time. Only one concession or Ticket discount shall be available per Ticket.

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18. Where a concession is claimed or a discount applied, proof of identity, concession entitlement or confirmation of any discount applied may be required.
19. The sale or issue of any Ticket is final and non-refundable except as outlined in the Ticket Refund Terms or as required by applicable UK law.
20. Removing any part of, altering or defacing a Ticket will invalidate that Ticket. We reserve the right not to accept any Ticket that has been lost, stolen, forgotten, defaced, damaged or forged, or any Ticket which is unreadable or incomplete.
21. We shall re-issue Tickets at our complete discretion and our decision will be final and no correspondence will be entered into and a reasonable administrative fee may be applied.
22. If a Ticket is re-issued by Birmingham 2022 then any Ticket previously issued to you shall become null and void. Only the most recent version of the re-issued Ticket will be valid and allow entry to the Venue and/or a Session.
23. We reserve the right to determine and limit the number of tickets that may be purchased by any person at our sole discretion. Ticket limits will be set at the time of purchase and we reserve the right to adjust any such limits from time to time at our sole discretion. Upon purchasing Tickets, the Ticket Purchaser shall be deemed to have agreed to the Ticket limits advised at the time of purchase on www.Birmingham2022.com. We further reserve the right to cancel all Tickets purchased through a Ticket Purchaser's account without notice and without refund or any compensation if a Ticket Purchaser is found to be exceeding the Ticket purchasing limit for any Session.
24. Ticket(s) may be sold subject to certain restrictions of entry or use, such as restricted, obstructed or side view. Any such restriction shall be displayed on www.Birmingham2022.com or otherwise notified to you before or at the time you purchase the Ticket(s). It is your responsibility to ensure that you read all notifications displayed on www.Birmingham2022.com.
25. If Ticket Holders have any special requirements or concerns about any special effects which may be featured at or during a Session, please discuss any such issues with us before ordering Tickets. Special effects may include, without limitation, sound, audio visual, pyrotechnic effects or lighting effects. Birmingham 2022 is not obliged to consider and accommodate any special requirements or concerns but will make reasonable efforts to do so at its sole discretion.
26. If the amount you pay for a Ticket is incorrect regardless of whether because of an error in a price posted on www.Birmingham2022.com or otherwise communicated to you, or you are able to order a Ticket before its scheduled on-sale or pre-sale date or you are able to order a Ticket that was not supposed to have been released for sale, then we will have the right to cancel that Ticket (or the order for or purchase of that Ticket) and refund to you the amount that you paid. This will apply regardless of whether because of human error or a transactional malfunction of www.Birmingham2022.com or other operating system. Subject to availability, you may be given the opportunity to purchase another Ticket at the correct price.

Ballot Terms

27. Without prejudice to paragraphs 11 to 26 of these Conditions, the following conditions shall apply where a person enters and applies to purchase Tickets through a Ballot:
 - (i) entry into a Ballot does not guarantee a Ticket;
 - (ii) entries to a Ballot will only be accepted during the Ballot application windows (as set out on www.Birmingham2022.com) and Birmingham 2022 is not liable for any failure to enter the Ballot during that application window;
 - (iii) entries to a Ballot may be withdrawn at any time within the Ballot application window (as set out on www.Birmingham2022.com);
 - (iv) an entry to a Ballot cannot be withdrawn once the application window (as set out on www.Birmingham2022.com) has closed and the Ticket Purchaser must pay for any Tickets they are successfully allocated;
 - (v) a separate entry will be required for each Ballot run by Birmingham 2022;
 - (vi) entrants into a Ballot must be eighteen (18) years or above;
 - (vii) there is a limit of Tickets that may be applied for per unique email address in respect of each Session, which will be specified on www.Birmingham2022.com;
 - (viii) multiple entries into a Ballot from the same postal address or person may not be accepted;
 - (ix) entries into a Ballot generated by script, macro, mechanical or other automated means are prohibited and will cause disqualification;
 - (x) the Ticket Purchaser shall be deemed to have been made aware of these Conditions and to have accepted and agreed to comply with and be bound by these Conditions;

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- (xi) the Ticket Purchaser must provide details of a payment card registered to them at the time of entry in a Ballot and, if successful in that Ballot, must purchase all Tickets that are allocated to them according to their preferences indicated when entering the Ballot and expressly agree that payment may be taken from the payment card provided in order to meet this requirement;
- (xii) the Ticket Purchaser will be given the opportunity to make a donation to the United by Birmingham 2022 Legacy Charity and Commonwealth Sport Foundation when they confirm their Ballot application. Once the Ticket Purchaser's Ballot application has been submitted then, unless the Ticket Purchaser withdraws their Ballot entry within that Ballot application window (as set out on www.Birmingham2022.com), the donation cannot be withdrawn. Donations will only be taken where the Ticket Purchaser has been notified pursuant to paragraph 27(xvi) that they have been successful. Once the donation payment has been taken it will be non-refundable;
- (xiii) the billing address of the payment card provided when entering a Ballot must be the same as the Ticket Purchaser's postal address;
- (xiv) it is the responsibility of the Ticket Purchaser to check all details submitted are correct and to rectify any mistakes prior to submitting an entry. Ballot entries cannot be amended once submitted;
- (xv) if the Ticket Purchaser has duly indicated their consent as part of their Ballot entry to be allocated Tickets in a higher and more expensive Ticket category than the Ticket category specified as their first choice, then in the event that they are unsuccessful in the Ballot for their first choice category they shall be automatically included in the ballot for, and agree to the purchase of, Tickets in the higher Ticket category selected at the time of entry subject always to availability;
- (xvi) the Ticket Purchaser will be sent an email notification within thirty (30) days of the Ballot closing informing them of the success or failure of their entry to the Ballot and, if successful, of the Ticket(s) which they have been allocated. The Official Ticketing Agent will take payment from successful applicants within seventy two (72) hours of this email notification, using the payment card details provided. If payment is unable to be taken for whatever reason from any person, they will be contacted directly to give them the chance to make an alternative payment. The Ticket Purchaser's payment card will be charged the actual value of their Ticket application (including any fees and taxes) once the Ballot is complete and if Tickets have been allocated. Ticket Purchasers are responsible for ensuring that sufficient funds are available to pay for the full amount of their Ticket application and that their payment card does not expire before the relevant Ballot payment dates notified to them when submitting their payment details and as set out on www.Birmingham2022.com;
- (xvii) where the Ticket Purchaser is successful in a Ballot they may also enter future Ballots subject always that the total amount of Tickets they can be allocated across all Ballots does not exceed the limit of the number of Tickets that may be applied for as indicated at the point of submitting your application;
- (xviii) where the Ticket Purchaser is successful in a Ballot and subsequently enters a future Ballot for the same Session they acknowledge that preference will be given to previously unsuccessful Ballot entrants and entrants entering a Ballot for the first time;
- (xix) if we consider that an entry into a Ballot and/or attempt to purchase Tickets is in breach of these Conditions or any applicable law (including but not limited to where a person resells, distributes, offers a Ticket for resale, exposes a Ticket for sale or advertises that a Games ticket is available for purchase or of providing fraudulent or misleading information in the Ballot process), then we may at our sole discretion refuse or cancel the relevant Ballot entry or Ticket without notifying the Ticket Purchaser. We may also at our sole discretion refuse or cancel any other Ballot entries made by that Ticket Purchaser and/or void all Tickets that have been or will be purchased by that Ticket Purchaser; and
- (xx) decisions relating to a Ballot shall be entirely at our discretion, and our decision in all matters relating to a Ballot shall be final. We reserve the right to suspend, cancel or modify a Ballot at any time (and for any reason) with or without notice.

Accessible Seating

- 28. Accessible seating is available for persons who have a disability or impairment in accordance with Birmingham 2022's [Accessible Ticketing Policy](#), available at www.Birmingham2022.com.
- 29. By selecting and purchasing an accessible Ticket(s) you agree that the Ticket(s) will only be used by a disabled person (as defined by the Equality Act 2010) and their essential companion(s).
- 30. If as a result of the access requirements of the accessible Ticket Holder they require an essential companion to sit with them, then they may request an additional Ticket at no extra cost for the essential companion. Subject to paragraphs 31 to 33 below, where an essential companion Ticket has been requested they will be issued a complimentary companion seat next to the accessible seat Ticket.
- 31. If a person holding an accessible seat Ticket is found to not have a disability or impairment specified in the [Accessible Ticketing Policy](#), or is not an essential companion of such a person, then we reserve the right to either:

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- (i) require that person to move to a different seat, if one is available, and charge the person for the Ticket accordingly;
 - (ii) charge that person the face value of the Ticket to stay in the accessible seat; or
 - (iii) require that person to leave the Venue without a refund or compensation.
32. Any accessible Tickets purchased must be used by the person who requires the accessible seat and, if applicable, an essential companion who accompanies them to the Session. We reserve the right to check Ticket Holders' proof of eligibility and in the event that valid proof of eligibility is not provided we reserve the right to refuse any such Ticket Holders' admission to a Venue or Session.
33. We reserve the right to withdraw or deny access if we reasonably suspect that the accessible Ticket Holder or their essential companion(s) are abusing the use of accessible seating.

Under Sixteens Tickets and Eligibility

34. Under sixteens (16s) Tickets are available to purchase for persons aged between eighteen (18) months up to sixteen (16) years as at 30 July 2022.
35. Where a Ticket Holder is in possession of an under sixteens (16s) Ticket and the Ticket Holder is sixteen (16) years or older as at 30 July 2022, Birmingham 2022 may at its sole discretion refuse the Ticket Holder entry to the Venue or Session or require the Ticket Holder to pay the difference between the cost of the under sixteens (16s) Ticket and the cost for an equivalent adult Ticket before being granted access to the Venue.
36. Ticket Holders under the age of sixteen (16) years must be accompanied upon admission to and subsequently within the Venue by a Ticket Holder aged eighteen (18) years or above, who shall be responsible for them and their compliance with these Conditions.
37. Children below the age of eighteen (18) months may enter a Venue without a Ticket provided they are accompanied by and remain under the constant supervision of a Ticket Holder over the age of eighteen (18) years and do not occupy a separate seat within the Venue and/or Session.

Delivery of the Ticket

38. For sustainability reasons, Tickets will be delivered primarily in digital form (e.g. electronic ticket, m-ticket, ticket wallet), although exceptions to this rule may be made. These Tickets may be sent by e-mail or made available on a dedicated webpage on www.Birmingham2022.com. If a hard copy of an e-Ticket is required the e-Ticket must be printed out in portrait mode on blank sheets of white A4 paper without altering the size of the printout, using an inkjet or laser printer. Any Ticket that is only partly printed out, or is soiled, damaged or illegible, will not be considered as valid and may not therefore grant the Ticket Holder access to the Venue, in which case where the original valid e-Ticket can be shown, the Ticket Holder will be permitted entry.
39. Tickets will only be delivered to the email address provided at the time of booking unless we specifically offer you the facility for Ticket(s) to be sent to an alternative address.
40. Tickets will be issued no earlier than fourteen (14) days before the date of the Session. If you have not received your Ticket(s) from us forty eight (48) hours prior to the Session, please contact our customer services team through our [help desk](#).
41. We reserve the right to make Ticket(s) available for collection at the Ticket Resolution Office at the Venue. You will be notified at point of sale, by telephone, by email or in writing of the arrangements for collection (using the details provided at the time of ordering) if this becomes necessary.
42. If you are collecting your Ticket(s) from a Ticket Resolution Office, you must bring with you an acknowledgement of order sent by us to you, and the credit/debit card used by you to purchase the Ticket(s). You may also be required to present a form of photographic identification.

Restrictions on Transfers and Resale

43. Tickets are non-transferable except as set out in these Conditions. A Ticket Purchaser may purchase Tickets only for their own personal use and/or that of their Guest(s). Each Ticket Purchaser must retain at least one (1) Ticket for their own personal use and may only transfer any remaining Ticket(s) to their Guest(s) for their personal use (provided always that the Guest is a person who is known to the Ticket Purchaser personally and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket), for no greater than the Original Sale Price and not for commercial gain. Any such transfer by the Ticket Purchaser of a Ticket to a Guest must be made strictly subject to these Conditions (and the Guest's acceptance thereof) which shall be binding upon the Guest in full as if the Guest was the Ticket Purchaser, save only that the Guest shall have no right to transfer the Ticket under this Condition.
44. Notwithstanding paragraph 43 of these Conditions, it is an essential condition of the issue of each Ticket and the right of admission to a Venue or Session that the Ticket must not be:

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- (i) sold, offered or exposed for sale or advertised publicly (other than through the Official Resale Platform), whether for sale or as a gift or donation or any other means of transfer;
- (ii) sold, offered or exposed for sale or advertised, transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business or otherwise for commercial gain;
- (iii) sold, offered or exposed for sale or advertised, transferred, used or otherwise disposed of:
 - (a) in relation to any promotional or commercial purpose (including in connection with or in association with any competition, advertising, promotion, auction or as a prize in any competition, lottery or sweepstake, whether for a business or a charity or otherwise); or
 - (b) to enhance the demand for any other good(s) or service(s);
- (iv) sold, offered or exposed for sale or advertised, transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket;
- (v) sold, offered or exposed for sale or advertised, transferred, used or incorporated in connection with, in association with or otherwise as part of any flight or other mode of travel, accommodation, hospitality, meal, beverage, merchandise or any form of entertainment without our prior written consent; and/or
- (vi) otherwise bundled with any other good(s) or service(s) (including as part of any hospitality or travel package, in each case without the prior express written authorisation of Birmingham 2022).

Any Tickets used for such purposes shall be void and non-refundable.

- 45. Except for the permitted transfer from the Ticket Purchaser to their Guest set out in paragraph 43 of these Conditions, a Ticket Purchaser may not purchase any Ticket as agent for any other person and neither a Ticket Purchaser nor any Guest may sell, offer for sale, auction by any means (whether alone or with other items), re-sell or transfer a Ticket without our prior written approval. The benefit conferred by a Ticket is personal to the Ticket Purchaser or Guest and is not otherwise assignable or transferable, except as expressly permitted by these Conditions.
- 46. If requested by or on behalf of Birmingham 2022, the Ticket Purchaser must provide details (including the names) of their Guest(s) and may be required to provide photographic proof of the identity of the Ticket Holder as a pre-condition to the exercise by the Ticket Holder of any rights accorded by the Ticket. The Ticket Holder must, upon request by or on behalf of Birmingham 2022, give a full explanation as to how, from whom (including full contact details) and from where their Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a satisfactory explanation, we may, at our absolute discretion in each case, cancel the Ticket(s) immediately and the Ticket Holder may be refused admission to and/or ejected from the Venue without refund or compensation.
- 47. In order to prevent any unauthorised Ticket sales, the Ticket Purchaser hereby expressly agrees that:
 - (i) when we become aware of any person selling or offering, exposing or advertising to sell Tickets to a third party (including a retail shop or online shop) without our prior consent, we will be entitled to request such third party to disclose information regarding the Ticket and any personal information of the Ticket Holder who sold the Ticket, and the Ticket Holder will not raise any objection against Birmingham 2022 or the third party with regard to such disclosure; and/or
 - (ii) if we become aware of any Ticket being listed, offered or advertised for sale on any online service, including an online ticket resale service, an online auction, an online flea market or on social media or any other service, we will be entitled to (i) receive any information regarding the Ticket and any personal information of the Ticket Holder who listed, offered or advertised the Ticket for sale from the respective service provider; and (ii) make a request to the service provider (on the Ticket Holder's behalf) to take down the listed Ticket or remove the information regarding the Ticket, and the Ticket Holder will not raise any objection against Birmingham 2022 or the service provider with regard to such disclosure, takedown or removal.
- 48. The unauthorised transfer or resale of Tickets will constitute a criminal offence under the Birmingham Commonwealth Games Act 2020.

Allocation of Seats

- 49. Birmingham 2022 will, at its sole discretion, determine the total number of Tickets made available for any Session and will designate the seats or spaces for viewing the Session to the Ticket Purchaser, based on the category of the Tickets purchased. The Ticket Purchaser is not permitted to specify specific seats or request changes to the seats or spaces once they have been designated.
- 50. Birmingham 2022 shall endeavour to allocate seats within each Ticket order adjacent to one another, wherever possible. The allocated seats may be on either side of the aisle or in front of/behind one another. Children under the age of sixteen (16) years will be seated next to an accompanying adult Ticket Holder.
- 51. If it is necessary for the operation of the Games, such as for the arrangement of the Venue, television camera and broadcasting purposes or to ensure safety, Birmingham 2022 reserves the right, at its discretion, to move a ticketed seat or space to a comparable or better location for any Session.

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Cancellation and Changes to Session Details

52. Birmingham 2022 does not guarantee that the Session for which a Ticket is issued will take place at the date, time and Venue indicated on the Ticket and Birmingham 2022 may make alterations to the time, date and Venue of any Session in the event of unforeseen or other circumstances, including (without limitation), inclement weather, a Force Majeure Event, a Crisis, any safety and security concerns or decisions from any competent authority.
53. You and other Ticket Holders acknowledge the ongoing coronavirus disease ("COVID-19") Crisis in the UK and accept your obligations to comply with any and all official guidance issued by the UK Government in respect of the COVID-19 Crisis or which may be issued in respect of any other Crisis. You and all Ticket Holders acknowledge that any Crisis and any related Government guidance may at any time require Birmingham 2022 and/or any Games Partner to take relevant measures for the safety of its stakeholders and, including but not limited to:
 - (i) imposing maximum attendee numbers at a Venue or a Session, in which case refunds of valid Tickets shall be processed in accordance with paragraph 79 of these Conditions and shall be limited to the face value paid for the Ticket(s) (excluding any other fees, travel, accommodation or any other costs incurred and/or any charitable donation made at the time of application);
 - (ii) change the seat allocation of a Ticket;
 - (iii) limiting food or drink availability;
 - (iv) imposing specific requirements regarding personal protective equipment and health monitoring such as the wearing of masks and/or temperature checks;
 - (v) imposing social distancing measures; and/or
 - (vi) designating specific entrance and exit routes.
54. We will use reasonable efforts to communicate details of Session changes to Ticket Holders as soon as possible after becoming aware of the necessity for and the details of the change.
55. The Ticket Holder is responsible for confirming Session details prior to attending to ascertain whether any changes have been made.
56. If the date, time or Venue of a Session is altered pursuant to paragraph 52 of these Conditions, we will not be liable to the Ticket Holder for any direct or indirect costs, expenses or other losses (including travel or accommodation costs) resulting from such alteration, however the Ticket Holder may be entitled to a refund, in accordance with the Ticket Refund Terms, of a sum equal to the Original Sale Price paid by the Ticket Purchaser for each Ticket purchased or obtained in accordance with these Conditions.

Entry and viewing

57. Each Ticket is personalised with the identification of the Ticket Purchaser in order to validate the Ticket Holder's entry and use of the Venue and access to a Session.
58. In order to gain admission to a Venue and/or Session (as the case may be), the Ticket Holder will need to present a valid Ticket to an Authorised Person upon entry. If requested by an Authorised Person, the Ticket Holder must comply with a request to provide their identity and/or that they are authorised to possess the relevant Ticket(s) in accordance with these Conditions. We reserve the right to refuse access to the Ticket Holder if their identity on the Ticket cannot be verified.
59. Ticket Holders must keep their Ticket on their person at all times while attending the Session and must present their Tickets for inspection upon request by an Authorised Person. Failure to present a Ticket may result in the Ticket Holder being asked to leave or removed from the Venue.
60. Any person who enters the Venue or Session by using a Ticket obtained in breach of these Conditions will be asked to leave or be removed from the Venue or Session by an Authorised Officer without a refund or compensation and there may be instances where legal measures are taken by Birmingham 2022.
61. The Ticket Holder should ensure that they access and enter the Venue before the start of the Session, by considering the time required for travel to the Venue and for security inspections. If the Ticket Holder arrives after the commencement of the Session, there may be instances where the Ticket Holder will be required to wait for an appropriate break in the Session before being granted access. Late admission to a Session is not guaranteed. Ticket Holders will not be entitled to a refund if the Ticket Holder arrives late to the Venue due to reasons which are not directly attributable to Birmingham 2022, such as public transportation delays (excluding travel services included in the Ticket price pursuant to and as further detailed in paragraphs 75 and 77) or reasons arising due to the Ticket Holder's own actions or omissions.
62. Birmingham 2022 may reserve the right to restrict or delay the entry of the Ticket Holder to the Venue due to operational reasons (such as where the previous Session runs behind schedule) and Birmingham 2022 will not be responsible for any inconvenience caused to the Ticket Holder due to such restriction or delay, and Tickets will not be exchanged or refunded in any such event.

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Security Inspections and Surveillance

63. The Ticket Holder may be searched (including a search of the Ticket Holder's bags, clothes and other possessions) as detailed in and in accordance with the Venue Entry Conditions by or on behalf of Birmingham 2022 prior to entry into or at any time within a Venue or Session to ensure safety at the Venues and Sessions and for the purpose of monitoring and enforcing compliance with the Conditions (including locating and removing any Prohibited or Restricted Items).
64. If the Ticket Holder refuses to be searched in accordance with paragraph 63 of these Conditions, the Ticket Holder will be refused entry to or removed from the Venue and in such event, no refund or compensation will be provided to the Ticket Holder or the Ticket Purchaser.
65. The Ticket Holder is informed that, for their safety and security, Venues may be equipped with CCTV systems and whose images may be used in case of legal action or prosecution. Data subjects have a right to access the recordings throughout the timescale of retention of the images in accordance with the provisions of the Data Protection Act. This right may be exercised in writing or verbally to the owner of the CCTV system used at the Venue.

No Re-entry

56. Once the Ticket Holder has entered a Venue, the Ticket Holder will not be permitted to exit the Venue and re-enter that Venue with the same Ticket unless part of the Session is held outside the Venue and it has been determined by Birmingham 2022 that a pass out system will be implemented. Except in unavoidable circumstances (such as an emergency evacuation), if the Ticket Holder exits the Venue, Birmingham 2022 may void the Ticket and resell the unoccupied seat or space at such Session to another person.

Exit

66. Birmingham 2022 reserves the right to require the Ticket Holder to show their Ticket when leaving the Venue.

Prohibited and Restricted Behaviour and Items

67. Birmingham 2022 may refuse admission to, or remove from, a Venue or Session at any time without refund any Ticket Holder who, in the opinion of Birmingham 2022 (as applicable):
 - (i) does not produce a valid Ticket, photographic proof of the identity of the Ticket Holder or proof of the disability of the Ticket Holder upon request;
 - (ii) is in breach of any of these Conditions;
 - (iii) fails to comply with the Venue Entry Conditions;
 - (iv) brings to or into a Venue or is in possession of any Prohibited and Restricted Item;
 - (v) fails to comply with any Government travel, social distancing, face covering rules, measures and restrictions in place at the time of the Session unless the Ticket Holder can provide satisfactory evidence of any exemption which may apply to them.
68. The Ticket Holder shall not be entitled to conduct, carry out or cause to be conducted or carried out or engage in any form of Ambush Marketing and shall not conduct an activity that conflicts with, infringes upon or impairs the rights of Birmingham 2022 or any Commercial Partner.
69. Prohibited and Restricted Items and any other item which, in the reasonable opinion of Birmingham 2022 or an Authorised Person, may cause danger or disruption to other persons at a Venue or Session may be removed, confiscated and/or destroyed at the discretion of Birmingham 2022 and without obligation to return such items to the Ticket Holder or to compensate the Ticket Holder in respect thereof. Police may be informed where searches reveal that the possession of any Prohibited and Restricted Items may constitute a criminal offence.
70. If a Ticket Holder is refused entry to or removed from a Venue or Session pursuant to these Conditions, all further rights of entry or readmission to the Venue or Session may be refused and Birmingham 2022 at its discretion or, at Birmingham 2022's direction, an Authorised Person shall be entitled to cancel any other Tickets held by the Ticket Holder for any Session and to deny entry to the Ticket Holder to any other Venue or Session, and in each case no refund or compensation will be provided to the Ticket Holder or the Ticket Purchaser.
71. The Ticket Holder acknowledges that they are individually responsible for their own property brought to and into a Venue (including Prohibited Items) and that there is no storage available at a Venue for any such items.

Media & Recording

72. Subject to paragraph 73 of these Conditions, Ticket Holders may use any still photographs or still images taken by that Ticket Holder within the Venue for personal, private, non-commercial and non-promotional purposes only. Save for such permitted use, Ticket Holders shall not take, record, use, stream or transmit over the internet, radio, television, social media or any other current or future media, any sound, picture, image, recording or description of the Games, the Venue or any Session (including any results, statistics, information or other data in respect of the Session, whether in whole or part) or assist any other persons conducting such activities. For the avoidance of doubt, and notwithstanding the restrictions set out above, still images, still photographs, film, videotape or other audio visual

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material recorded within the Venue may not be sold, used or disseminated or published commercially in any way whatsoever unless authorised by Birmingham 2022 and may be confiscated by Birmingham 2022 if such usage is suspected.

73. Recording or transmission in any form of moving images of any part of any Session at the Games for any purpose is prohibited. Birmingham 2022 also does not allow any professional cameras or video cameras or other professional sound or video recording equipment to be brought into the Venue for use during the Session further details of such shall be set out in the Venue Entry Conditions. Mobile telephones and other mobile devices are permitted within the Venue provided that they are not used in breach of paragraph 72 and/or this paragraph 73 of these Conditions.
74. The Ticket Holder understands and acknowledges that the Session for which they have purchased Tickets is a public event and that their appearance and actions inside and near the perimeter of the Venue where the Session is occurring are public in nature. The Ticket Holder further understands and acknowledges that they shall have no expectation of privacy with regard to their actions or conduct at the Session.
75. By entering a Venue and attending a Session, Ticket Holders irrevocably and unconditionally:
 - (i) agree, without payment, to being photographed, filmed, identified and/or otherwise recorded or captured by any means (including, without limitation, audio, visual and audio-visual recordings by television cameras, photographers and other video or audio recording devices) whilst present at or about a Venue by Birmingham 2022 or any third parties authorised by Birmingham 2022 or any Games Partner, including, without limitation broadcasters, news media organisations and social media networks and any Commercial Partners;
 - (ii) agree to the transmission and use in perpetuity by Birmingham 2022, Games Partners, its Commercial Partners and any licensee or assignee of Birmingham 2022 or any Games Partners, without payment, of their voice, image and likeness captured whilst present at or about a Venue, without payment, by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies to the fullest extent possible;
 - (iii) acknowledge and agree that Birmingham 2022 is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound made or images taken within a Venue (including, without limitation, any recordings made by the Ticket Holder in breach of paragraphs 72 and/or 73 of these Conditions), including future rights to such recordings or to any works derived from such recordings;
 - (a) acknowledge and agree that Birmingham 2022 may use, disclose, reproduce, transmit, exhibit, communicate, rent, adapt or publish anywhere in the world any recordings of sound made or images taken within a Venue (including, without limitation, any such recordings made by the Ticket Holder in breach of paragraphs 72 and/or 73 of these Conditions);
 - (b) in whatever form Birmingham 2022 thinks fit (including the making of any distortions, additions or alterations to that work or subject matter or any adaptation thereof, or to any part of that work or subject matter or of any such adaptation); and
 - (c) without making any identification of the Ticket Holder in relation thereto; and
 - (d) hereby unconditionally and irrevocably assign to Birmingham 2022 all rights, including copyright and other intellectual property rights, in any recordings of sound made or images taken by the Ticket Holder within a Venue in breach of paragraphs 72 and/or 73 of these Conditions and waive all moral rights in the same.

Travelling to the Games

76. Ticket Holders may use available travel services in certain areas, on the date set out on their Ticket, in order to travel to and from Sessions without additional charge. Further details of travel services will be published on www.Birmingham2022.com and/or made available to the Ticket Purchaser.
77. Further information concerning travel arrangements will be made available at www.Birmingham2022.com.
78. Birmingham 2022 makes no guarantees regarding the availability or times of operation of these services and it is the Ticket Holder's sole responsibility to ensure they travel in good time to arrive by the start of a Session. Security procedures will apply on entry to Venues. Completing these procedures will take a degree of time and travel services can be disrupted and/or may not be available due to traffic, weather or other unexpected happenings.

Ticket Refunds, Exchange & Cancellation

79. The following conditions apply in respect of refunds, exchanges and cancellation of Tickets:
 - (i) If the Ticket is for a Session which is delayed, but completed on the same calendar day, Ticket Holders are not eligible for a refund or exchange for alternative Sessions.
 - (ii) If a Session commences as scheduled on the date and at the Venue set out on the Ticket and is thereafter cancelled or completed earlier than scheduled and Birmingham 2022 determines at its discretion that it was

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substantially completed, the Ticket Holder will not be eligible for a refund or be eligible to an exchange of the Ticket for an alternative Session.

- (iii) If the Ticket is for a Session which commences as scheduled, is interrupted after it begins, and Birmingham 2022 determine at its discretion that the Session was not substantially completed, and the Session is rescheduled to take place as a new Session, the Ticket Holder may retain their original Ticket for admission to the rescheduled Session or request a refund in accordance with the Ticket Refund Terms.
- (iv) If the Ticket is for a Session which commences as scheduled, is interrupted after it begins, and we determine that the Session was not substantially completed, and the Session is rescheduled as part of an existing Session (i.e. does not take place as a new Session), the Ticket Holder will receive an automatic refund within thirty (30) working days of the rescheduling of the Session.
- (v) If the Ticket is for a Session which is rescheduled, before commencing, to an alternative day or venue the Ticket Holder may retain their original Ticket for admission to the rescheduled Session or request a refund in accordance with the Ticket Refund Terms.
- (vi) If a Session takes place behind closed doors pursuant to a decision taken by Birmingham 2022, a Games Partner and/or the UK Government, for any reason whatsoever, Ticket Purchasers will receive an automatic refund within thirty (30) working days of the cancellation of the Session.
- (vii) If a Session takes place with a limited audience pursuant to a decision taken by Birmingham 2022, a Games Partner and/or the UK Government, for any reason whatsoever, then Ticket Purchasers will receive an automatic refund within thirty (30) working days of such decision being posted on www.Birmingham2022.com. The process for determining the maximum attendee numbers for the affected Venue(s) and/or Session(s) will be published on www.Birmingham2022.com and we will contact Ticket Holders for the affected Session(s) by email providing further information about the options available to them based on any restrictions in effect at that time.
- (viii) If a Session is cancelled (i.e. not held at all) the Ticket Purchaser will receive an automatic refund within thirty (30) working days of the cancellation of the Session.
- (ix) All Tickets are issued for a specific Session and under no circumstances will a Ticket Purchaser or Ticket Holder be entitled to exchange one Session Ticket for another Session Ticket.
- (x) The process and timings for requesting refunds will be notified by Birmingham 2022 on www.Birmingham2022.com and/or by email to the Ticket Purchaser when a Session is deemed eligible for refund.
- (xi) Refunds will be made to the payment card used to purchase the Ticket and in the event that other means of payment were used, refunds will be made by such means as Birmingham 2022 deems appropriate, which may include payment by cheque, or direct bank transfer.
- (xii) If Birmingham 2022 is not able to immediately determine whether a refund is available or to process a refund, Birmingham 2022 may require the Ticket Purchaser to apply for a refund as communicated to the Ticket Purchaser by Birmingham 2022.
- (xiii) If a Ticket Purchaser is directed to apply for a refund under these Conditions, it must do so within thirty (30) days of the conclusion of the Session to which the Ticket relates.
- (xiv) Birmingham 2022 will make reasonable effort to contact the Ticket Purchaser if any refund cannot be made due to insufficient details or inactive card details.
- (xv) No refunds will be given at Birmingham 2022 ticket outlets or Ticket Resolution Offices.
- (xvi) Except where required by law, no refunds will be given in relation to any charitable donation, fees or charges paid in addition to the Original Sale Price of the Ticket (for example transport or accommodation charges) and no interest or costs will be payable by Birmingham 2022 in respect of any monies refunded.
- (xvii) To avoid any doubt, Birmingham 2022 is not required to issue a refund in relation to any Ticket which it reasonably believes has been the subject of a sale, transfer or disposal in breach of these Conditions.
- (xviii) If a Ticket Holder chooses not to use a Ticket for a Session, no refund or exchange (in whole or in part) for that Ticket will be given.
- (xix) In case of the cancellation of Games as a whole the Ticket Purchaser will receive an automatic refund within thirty (30) working days of the date confirmation of the cancellation of the Games is published on www.Birmingham2022.com.
- (xx) Where a Ticket Purchaser is entitled to a refund under these Conditions such refund shall be limited to the face value paid for the Ticket(s) and will exclude any fees, travel, accommodation or any other costs incurred and/or any charitable donation made.

Waiver & Indemnity

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80. Each Ticket Holder acknowledges that their access to, presence and/or movement in and around a Venue is at their own risk.
81. Birmingham 2022, any Games Partner, any of the Official Ticketing Agents, any of the Authorised Agents or any Authorised Persons shall not have any liability to a Ticket Purchaser, Ticket Holder and/or any other individual in possession of a Ticket for (a) any Ballot entries that are not received due to the use of incorrect or inaccurate information, any faulty or failed electronic data transmissions or for any other reason; (b) any unauthorised access to any Ballot, or theft, destruction or alteration of Ballot entries at any point; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers used in any aspect of the operation of any Ballot; (d) inaccessibility or unavailability of any network or wireless service, the Internet and/or any www.Birmingham2022.com; (e) any loss, theft, damage and/or harm, including bodily or mental harm, personal property damage (including without limitation any injury to damage to any person's computer(s) or mobile device(s) which may be related to or resulting from any attempt to participate in any Ballot and/or use of Tickets) or any loss, loss of profit, business or opportunity, indirect or consequential loss, special damages or any other loss and/or harm howsoever arising from any Session and/or occurring during their attendance at a Venue and each Ticket Holder agrees that no claim, complaint or proceeding will be brought in relation to the foregoing.
82. For the avoidance of doubt, Birmingham 2022 does not exclude or limit its liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation by Birmingham 2022; and/or (c) any liability which cannot be limited or excluded by law.

General

83. These Conditions have been drafted in the English language. In the case of any conflict or ambiguity between the English version of these Conditions and any translation of them into any other language, the English version of these Conditions will prevail.
84. The Ticket Holder shall not use, alter, copy or otherwise deal with any of the symbols, trade marks, logos and/or intellectual property appearing on a Ticket.
85. Birmingham 2022 reserves the right to make amendments to these Conditions from time to time at Birmingham 2022's sole discretion and without notice (including, without limitation, by amending or supplementing the applicable Venue Entry Conditions). A full copy of the latest version of the Conditions (as may be amended) will be available on www.Birmingham2022.com and, upon request, from Birmingham 2022.
86. Any personal information supplied in connection with any Ballot or purchase of Tickets will be used, shared and retained as set out in Birmingham 2022's Privacy Policy, posted on www.Birmingham2022.com.
87. If one or more of the provisions of these Conditions is declared void, ineffective or unenforceable, those provision(s) (or part thereof, as the case may be) shall be deemed severed to the extent necessary and the other provision(s) of these Conditions and the remainder of the Conditions in question shall remain enforceable.
88. No failure or delay by Birmingham 2022 or any Games Partner in exercising any of its rights under these Conditions shall be deemed to be a waiver of that right nor restrict any further exercise of that right, and no waiver of a breach of any provision of the Conditions shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
89. Any queries concerning Tickets should be made to our customer services team through our [help desk](#).
90. These Conditions and any dispute or claim arising out of or in connection with these Conditions (including, without limitation, any dispute or claim relating to non-contractual obligations) shall be governed by and interpreted in accordance with English law and any dispute (including, without limitation, any non-contractual dispute or claim) arising from or in connection with these Conditions or a Ticket Holder's attendance at a Session shall be submitted to the non-exclusive jurisdiction of the English courts. Notwithstanding the foregoing, we reserve the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with English law.