

## 2023 ICF Canoe Slalom World Championships Ticket Terms and Conditions

These terms and conditions (“T&Cs”) form the basis of the contract through which British Canoeing Events (“we” or “us” or “BCE”) will provide an Event Hospitality Ticket to you as a customer (“you” or “Ticket Purchaser”). Please read these terms carefully before you submit your order. These T&Cs tell you who we are, how we will provide a service to you, how you and we may change or end the contract, what to do if there is a problem and other important information including any obligations on you. All rights not expressly granted in these T&Cs are hereby reserved. By placing an order you are agreeing that you have read, understood and agree to these T&Cs. You also agree to review these T&Cs periodically to ensure that you are aware of any amendments.

### 1. About us

The purchase of Event Hospitality tickets to the 2023 ICF Canoe Slalom World Championship is administered by DAIMANI who are selling Event Hospitality tickets on behalf of us, BCE. British Canoeing Events Ltd is a subsidiary company of British Canoeing and is incorporated and registered in England and Wales with the company number 11706573. Our registered office is:

British Canoeing Events  
National Water Sports Centre  
Adbolton Lane, Holme Pierrepont  
Nottingham  
NG12 2LU

You can find everything you need to know about us and the 2023 ICF Canoe Slalom World Championships (“the Event”) on our website before you order. You will also receive confirmation of the key information in writing after you order by email. You can contact us via telephone on 0300 0119 500 or via email at: [events@britishcanoeing.org.uk](mailto:events@britishcanoeing.org.uk).

### 2. Introductory Terms

- 2.1. By applying to purchase one or a number of Event Hospitality tickets (“Tickets” or “Ticket”) from us (via DAIMANI) you, the Ticket Purchaser are making an offer to BCE. A contract for the supply of a Ticket and any associated benefits shall be created when the required payment has been received by DAIMANI and DAIMANI has issued the relevant Ticket. An email confirmation will be sent to the individual whose account was used to purchase the Ticket(s). Any individual purchasing a Ticket for an individual other than themselves shall be deemed to be acting with the authority of each such individual, including the authority to agree to these T&Cs on such third party’s behalf. Once an individual has been issued with a Ticket, they become a “Ticket Holder” for the purposes of these T&Cs.
- 2.2. By applying to purchase a Ticket you are also confirming have read, understood and accept all DAIMANI’s terms and conditions of sale related to the purchase of tickets to the Event - <https://www.daimani.com/global/en/termsAndConditions>.

### 3. Access to, and behaviour at, the Event

- 3.1. Entrance to the event will only be granted upon presentation of a valid ticket, eTicket, or email confirmation.
- 3.2. You must comply with all relevant statutes, health and safety regulations and venue regulations when attending the Event. In addition, you must comply with all reasonable instructions issued by BCE during the Event.
- 3.3. You agree to conduct yourself at all times in an appropriate manner and agree not to do anything that will or is likely to bring the name or reputation of BCE into disrepute. Without prejudice to the generality of the foregoing, BCE does not tolerate abusive, offensive, homophobic, sexual,

sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other) and any such conduct shall be considered a serious breach of these T&Cs.

- 3.4. Any Ticket Holder who is found or is reported to be abusing any person at the Event, including any athlete, volunteer, supporter, member of staff or any other individual in or around the Event may face arrest and prosecution by the police.
- 3.5. You should not capture, log, record, transmit, or otherwise relay any Material in relation to the Event, any athletes or other persons present except where this is done purely for personal and private use only.
- 3.6. You agree not offer or distribute (either free or for sale by any person) at the Event any consumer article or commercial product of any nature.
- 3.7. You agree to adhere to any relevant dress code in place at the Event. Ticket Holders who do not, in the reasonable opinion of BCE, comply with the dress code will not be admitted to the Event.
- 3.8. You agree that you will only bring small amounts of food and non-alcoholic drinks for personal consumption to the Event and that such items will be in a small bag no bigger than 35cm x 40cm x 19cm. There will be a large range of drinks and catering concessions on offer for you to purchase additional food and drinks from.

#### **4. Use & Transfer of Tickets**

- 4.1. Each Ticket is issued for the sole use of, and is personal to, the Ticket Holder and can only be used once. A Ticket Holder shall not sell, assign or transfer their Tickets to any other person without the prior written consent of BCE.
- 4.2. All Tickets will remain the property of BCE at all times and may be confiscated, cancelled or withdrawn by BCE in accordance with these T&Cs at any time. Tickets must be produced along with evidence of identity / age / address if required at any time by any official, steward or employee of BCE or any police officer. If the Ticket Holder fails to return a Ticket when required, it shall be deemed to be in breach of these T&Cs and, for the avoidance of doubt, the provisions of clause 6 will apply.

#### **5. Lost, Stolen and Damaged Tickets**

- 5.1. With respect to Tickets sent to you by DAIMANI, please see their own [terms and conditions](#) for the provisions related to Event tickets that are lost or damaged in transit to you.
- 5.2. Where Event Tickets are safely received but subsequently lost or damaged by you, BCE and/or DAIMANI will not ordinarily provide, and is not obligated to provide, a replacement Event Ticket. A duplicate of any such Ticket may be provided to the Ticket Purchaser at BCE's absolute discretion, subject to certain criteria being met including but not limited to providing satisfactory evidence of identity and payment of a non-refundable administration fee. Whether an Event Ticket is damaged, defaced or destroyed will be determined by BCE acting reasonably in its sole discretion.

#### **6. Cancellation and Withdrawal of an Event Ticket / Ejection From or Refusal of Entry to the Event**

- 6.1. Without prejudice to any other rights or remedies that BCE may have, we reserve the right, at our absolute discretion, to:
  - 6.1.1. eject a Ticket Holder from the Event or refuse them entry to the Event;
  - 6.1.2. terminate the contract for the purchase of the Event Ticket; and/or
  - 6.1.3. provide the police and any other relevant authorities including the International Canoe Federation ("ICF"), Lee Valley White Water Centre ("LVWWC"), Greenwich Leisure Ltd ("GLL"), or Lee Valley Regional Park Authority ("LVRPA") with any relevant information.

**in any of the following circumstances:**

- (i) you (or any person in possession of the relevant Ticket) breaches any of these T&Cs;
  - (ii) we reasonably suspect that entry into the Event by the Ticket Holder (or any person in possession of the Ticket) will result in a breach of these T&Cs;
  - (iii) we reasonably suspect that a Ticket Holder's Ticket has been offered for re-sale or re-sold in contravention of these T&Cs and/or DAIMANI's terms and conditions;
  - (iv) you are prohibited (by law or otherwise) from attending the Event or any other sporting venue anywhere in the world or are the subject of sport related criminal or civil proceedings; or
  - (v) you (or any person in possession of the relevant Ticket) engage in any abusive, dangerous or other unacceptable behaviour in or around the Event or any other sporting venue anywhere in the world.
- 6.2. Without prejudice to the general nature of clause 6.1, the following actions shall constitute a non-exhaustive list of conduct which shall constitute a serious breach of the T&Cs and shall enable BCE to exercise its rights as described in clause 6.1 above:
- 6.2.1. smoking in designated non-smoking areas (including the smoking of electronic cigarettes);
  - 6.2.2. being (or appearing to be) intoxicated;
  - 6.2.3. the sale or transfer (save as permitted) of a Ticket to any person;
  - 6.2.4. the deliberate misuse of a Ticket;
  - 6.2.5. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
  - 6.2.6. the throwing of any object at the Event that may cause injury or damage to people or property without lawful authority or excuse;
  - 6.2.7. the use of foul, obscene, abusive and/or racist language and/or gestures;
  - 6.2.8. the chanting of anything of an indecent or racist nature;
  - 6.2.9. fighting, or engaging in and/or inciting violence;
  - 6.2.10. bringing any of the following into the Event (or using them at the Event): illegal drugs; other illegal substances; drones; alcohol; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; glass vessels or any item that might be used as a weapon or compromise public safety;
  - 6.2.11. entering the competition area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
  - 6.2.12. the supply of any misleading or incorrect information in any application;
  - 6.2.13. any breach of clause 3.2, 3.3, or 3.4 above; and
  - 6.2.14. any failure to pay or default of payment in respect of any sums owing to BCE (or any third party) in respect of any Ticket.
- 6.3. BCE will not be obliged to make any refund to any Ticket Purchaser in respect of any ejection from or refusal of entry to the Event or in respect of any Ticket which is suspended or withdrawn in accordance with the provisions of these T&Cs.

## **7. Pricing and Payment**

- 7.1. The price payable for each Ticket shall be as set out on the Website or as otherwise notified by BCE or DAIMANI from time to time. Unless expressly stated otherwise, all prices are inclusive of VAT. Payment is taken at the time of purchase by DAIMANI. In addition to the ticket price your order may require payment of a booking fee per ticket, a transaction fee per order and/or other supplementary fees which may apply to the Event.
- 7.2. An order for tickets is not complete until accepted by DAIMANI. DAIMANI try to ensure all prices are accurate but errors may occur. If any errors in the price of tickets you have ordered are noted,

DAIMANI will inform you as soon as possible and the order may be cancelled (in which case you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid) or give you the option of confirming your order at the correct price.

## **8. Cancellation and Refunds**

- 8.1. Please check your Event Tickets carefully upon receipt and contact BCE or DAIMANI immediately if there is a mistake, as tickets cannot be refunded or exchanged after their purchase, unless the event is cancelled or re-scheduled as set out in these T&Cs.
- 8.2. Should the Event be cancelled or postponed by BCE prior to the start of the Event, a Ticket Purchaser shall be entitled to a refund in the sum of the face value of the ticket, or alternatively shall receive a ticket for any replacement Event.
- 8.3. If the Event is postponed, Ticket Holders will be informed of the rearranged date as soon as is practicable and an original ticket will be valid for the rearranged Event unless a refund is requested by the Ticket Purchaser.
- 8.4. Further to clause 8.3, if attendance at the rearranged Event is not possible, the Ticket Purchaser is entitled to a refund in the sum of the face value of the ticket which will be arranged as soon as possible within a commercially reasonable time. Refunds made in accordance with this clause will only be provided to the person who made the payment for the original ticket(s).
- 8.5. Please note that any Refunds offered in accordance with this clause 8 do not include any applicable Booking and/or Transaction Fees which are non-refundable.
- 8.6. For the avoidance of doubt, BCE will not be liable for travel or any other expenses that the ticket purchaser or anyone else incurs in connection with a cancelled or postponed event.

## **9. Complaints and Disputes**

- 9.1. If you have purchased an Event Ticket and you are unhappy with any element of the Service offered, you should contact us in the first instance at [events@britishcanoeing.org.uk](mailto:events@britishcanoeing.org.uk) whereupon we will endeavour to resolve any issues you may be having.
- 9.2. If you remain unhappy or do not feel the issue has been adequately resolved you can complain in accordance with the British Canoeing [Complaints policy](#).
- 9.3. In addition to the above, there are several further options for resolving disputes with us. You can resolve disputes through alternative dispute resolution which is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. In addition, you are entitled to go to court and please see Clause 13 for the governing law and jurisdiction.

## **10. Exclusion of Liability**

- 10.1. Subject to clause 10.3, BCE expressly excludes all liability resulting from:
  - 10.1.1. any failure or delay by us in carrying out any of its obligations under these T&Cs which is caused by circumstances outside of our reasonable control;
  - 10.1.2. the alteration of the date and time of the Event;
  - 10.1.3. the abandonment, postponement or cancellation of the Event;
  - 10.1.4. restrictions to the view of the Event caused by virtue of the actions of other spectators.
- 10.2. Subject to clause 10.3, BCE shall have no liability whatsoever to any Ticket Purchaser or Ticket Holder for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

- 10.3. For the avoidance of doubt, nothing in these T&Cs shall exclude or limit BCE's liability for:
- 10.3.1. death or personal injury caused by BCE or BCE's employees' negligence during the course of their employment; or
  - 10.3.2. any other conduct for which liability may not be excluded or limited as a matter of English law.

## **11. Data Protection**

- 11.1. BCE and British Canoeing are privacy conscious organisations and are strongly committed to an individual's right to privacy. By purchasing a ticket, the Ticket Holder consents to the processing of their personal information by BCE and British Canoeing. You acknowledge and agree that BCE will hold and process data relating to you, which may include personal data, for administrative, security and legal purposes. Any personal information will be processed and stored in compliance with the British Canoeing Data Protection Policy and in accordance with all applicable Data Protection laws in effect at the time of your order, including but not limited to, the Data Protection Act 2018 and the UK GDPR. BCE may share your personal data, including your name, date of birth, photograph, post code, contact details and information about ticket purchases with Sport England, UK Sport, ICF, GLL, LVWWC, LVRPA and with law enforcement authorities. This data will be used for the purpose of identifying and preventing violent and antisocial behaviour at Events, including racial, homophobic, or discriminatory abuse, chanting or harassment. We may also share your data in order to support with the handling of spectator enquiries, to identify and analyse the demographic makeup of Event attendees, and to allow for rapid identification of spectators in the event of incidents including health and general crowd control emergencies. Other than the disclosures referred to in these T&Cs, we will not disclose any personal information without your permission, unless we are legally entitled or obliged to do so (for example, if required to do so by Court order, or in order to prevent fraud or any other crime).
- 11.2. All Ticket Holders agree that the Event for which the Tickets have been purchased are public, and that their appearance and actions inside and in the perimeter of the Event are public in nature and that they shall have no expectations of privacy with regards their actions or conduct at Event. All persons who enter the Event acknowledge that photographic images and/or video recordings and/or feeds (and/or stills taken from video recordings) may be taken of them and may also be used by way of example and without limitation, in televised coverage of the Event and/or for promotional or marketing purposes by BCE, British Canoeing, ICF, GLL, LVWWC, LVRPA, Sport England, or UK Sport and the use of a Ticket to enter the Event constitutes consent to such use.
- 11.3. Further information on BCE's and British Canoeing's approach to privacy and data protection, including our privacy notices, policies and contact details, can be located in our [Privacy Centre](#).

## **12. Other Important terms**

- 12.1. Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 12.2. In the event that any provision(s) of these T&Cs is / are declared void, ineffective or unenforceable by any competent court, the remainder of the T&Cs shall remain in effect as if such void, ineffective or unenforceable clause(s) had not been included.
- 12.3. Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

## **13. Governing Law and Jurisdiction**

- 13.1. These T&Cs are governed by and construed in accordance with the laws of England and Wales and you can bring legal proceedings in the English courts. If you live in Scotland, you can bring legal

proceedings in either the Scottish or English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Service in either the Northern Irish or the English courts.