# TICKET TERMS AND CONDITIONS

# VISTA Las Vegas F1 Race Weekend Party in association with McLaren F1 at Drai's Beachclub

These Conditions govern all Tickets and admission to the Venue for the Event.

All capitalised terms used in these Conditions shall have the meanings given to them in paragraph 1 of these Conditions below.

If a Ticket is printed, these Conditions shall appear in an abbreviated form on each such Ticket. In the case of any ambiguity or conflict between these Conditions and the abbreviated form printed on a Ticket, these Conditions shall prevail.

# **Definitions and Interpretation**

 In these Conditions, except where the context otherwise requires, the following terms shall have the following meanings:

"Ambush Marketing" means the unauthorised use of a Ticket as a prize or in a lottery or competition or for any other promotional, advertising or commercial purpose and/or any other activity by a person not authorised by Promoter which: (a) associates the person with the Event; or (b) exploits the publicity or goodwill of the Event; or (c) has the effect (in the reasonable opinion of Promoter) 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 Person/s" means all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event and the Venue and their respective staff, officials, representatives, officers and marshals acting on behalf of Promoter as event promoter.

"Commercial Partner" means any official sponsor, official supplier, broadcaster, licensee and/or any other party which has been granted a commercial association with the Event from time to time:

"Conditions" means these terms and conditions and the Venue Regulations 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 Promoter from time to time:

"Event" means the VISTA Las Vegas F1 race weekend party in association with McLaren F1 at Drais Beachclub

"Event Website" means www.vistalasvegas.com.

"Force Majeure" means any cause beyond Promoter's reasonable control including, without limitation, act of God, war, insurrection, riot, civil disturbance, act of terrorism or threat of the same, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, pandemic, epidemic, public health emergency, acts or regulations of national or local governments.

"Guest" means any person for and on whose behalf the Ticket Purchaser bought a Ticket and who has obtained such Ticket from the Ticket Purchaser in accordance with the terms of these Conditions, and/or any other person using a Ticket with the prior express authorisation of Promoter

"Host" means the owners and management of Drais Beachclub, Las Vegas.

"Official Sales Agents" means any official sales agent(s) appointed by or on behalf of Promoter together with the box office at the Venue (if any).

"Original Sale Price" means the specified price of each Ticket plus any delivery or administration fee (or part thereof).

"person" shall include natural and juristic persons.

"Photo ID" means either an original passport, an original photocard driving licence, HM Armed Services identity card or other national identity card.

"Prohibited Item" means any of the items listed as such in the Venue Regulations and those items specified in paragraph 28 of these Conditions.

"Promoter" means the TBA Group, including TBA Sport & Entertainment Limited (UK company number 08074677) and its subsidiaries, Velocity Experience Limited (UK company number

10525800) and Zest Sports Group Limited (UK company number 10873082).

"Ticket" means a ticket (whether physical or digital (i.e. e-ticket)) giving right of entry to the Event and the 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" means the individual with legal capacity who has purchased a Ticket or Tickets in accordance with these Conditions from Promoter and/or from any Official Sales Agent

"Venue" means the physical premises of Drais Beachclub, Las Vegas, being the entire premises where the Event is being held and to which a Ticket is required to gain access including all adjacent and surrounding areas used or controlled by Promoter in connection with the staging of the Event.

"Venue Regulations" means the security protocols and other conditions of admission to the Venue published by Promoter and available at www.vistalasvegas.com, as the same may be amended, supplemented or replaced from time to time by Promoter.

#### General

- The Conditions incorporate the Venue Regulations. By purchasing a Ticket, you agree to comply with the Venue Regulations. If you fail to comply with the Venue Regulations, you may be refused entry to or ejected from the Venue. In the event of any ambiguity between any term(s) of these Conditions and any term(s) of the Venue Regulations, the terms of these conditions will prevail.
- All Tickets are issued by Promoter, the promoter of the Event, subject to these Conditions.
  All Tickets are and shall remain the property of Promoter at all times.
- 4. By their purchase, possession, use or attempted use of a Ticket, each and every Ticket Holder shall be deemed to have been made aware of these Conditions and to have fully and irrevocably accepted and agreed to be bound by and comply with these Conditions. In addition, the Ticket Purchaser shall be deemed to have made any subsequent Ticket Holder expressly aware of these Conditions and is responsible for ensuring that any subsequent Ticket Holder complies fully with these Conditions.
- 5. The Ticket Holder must read these Conditions carefully and may not purchase, hold, use or attempt to use a Ticket or enter or attempt to enter the Venue if they do not understand and agree to 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 the Venue, presenting the Ticket for entry to the Venue and/or utilising the Ticket in conjunction with or as part of a travel package or hospitality package.
- In allowing the Ticket Holder entry to the Venue, Promoter relies on the Ticket Holder's acceptance of and agreement to these Conditions. Disregard or violation of these Conditions will automatically invalidate Tickets purchased and the Ticket Purchaser(s) will not receive a refund of any kind.
- The Venue reserves all rights, including, without limitation, the right to cancel, suspend or modify the event at its sole discretion, subject to the Refund section of these Conditions.
- 8. Whilst Promoter is officially appointed by McLaren Racing Limited, nothing in these Conditions shall be construed as an offer from Formula 1 or the F1 Heineken Silver Las Vegas Grand Prix 2023 to purchase an official ticket or pass for any race, event, show or other hospitality experience. The Promoter does not have any official relationship with Formula 1 or the F1 Heineken Silver Las Vegas Grand Prix 2023 and it makes no representations in this document or otherwise that it has any right to sell official tickets or passes normally sold by Formula 1 or the F1 Heineken Silver Las Vegas Grand Prix 2023.
- Promoter gives no warranties or assurances in respect of any Formula 1 event, including the F1 Heineken Silver Las Vegas Grand Prix 2023. Nothing in these Conditions shall be construed as giving rise to any warranties or assurances from Promoter in relation to the

F1 Heineken Silver Las Vegas Grand Prix 2023, including without limitation in relation to the quality of any action during any races, the ability of Ticket Holders to watch any race action from the Venue or the drivers taking part in any races.

#### Purchase of Tickets

- 10. Tickets must only be purchased from or obtained directly through Promoter, Host or an Official Sales Agent. Tickets purchased from or obtained through persons other than Promoter, an Official Sales Agent (or otherwise in accordance with these Conditions) shall be void or voidable and may be seized and/or cancelled without any liability for refund or compensation. Promoter assumes no responsibility for Tickets that have been acquired through the secondary market or unauthorised platforms.
- 11. Ticket Purchasers and Guests must be a minimum of 21 years of age and will be required to present Photo ID for inspection before entry into the Venue.
- 12. Ticket prices shall be set by Promoter. All prices are in local currency and are exclusive of any applicable taxes and booking or handling fees and collection or secure delivery fees.
- 13. A payment card used to purchase Tickets must be registered in the name of and at address of the Ticket Purchaser. Promoter reserves the absolute right to refuse or cancel any orders for Tickets which fail to comply with this paragraph.
- 14. The Ticket Purchaser assumes financial responsibility for all transactions made under his/her name and/or account. Any and all bank or other charges incurred as a result of monetary transfer or currency conversion will be the sole responsibility of the Ticket Purchaser.
- 15. Tickets sales are final. No changes, cancellations or exchanges of any Ticket will be permitted, except as specifically set out in these Conditions or as authorised and facilitated by Promoter. Host or an Official Sales Agent from time to time.
- 16. Once the Ticket purchasing process has been completed, the Tickets have been allocated and payment in full for such Tickets has been confirmed, the Ticket Purchaser will be provided with a confirmation of the sale of Tickets and a booking reference number.
- 17. All online Ticket purchases will be subject to a processing and credit card fee , called a CC Fee, which will be 3.5% of the purchase price of the Ticket.

## **Delivery of Tickets**

- 18. Tickets will be delivered as "e-tickets" to the email address provided by the Ticket Purchaser. Tickets will not be delivered to any other email address.
- 19. If Tickets are made available for collection at the Venue or at an Official Sales Agent's office, only the Ticket Purchaser may collect the Tickets and only then upon presentation of a booking reference number or e-voucher, Photo ID and the payment card used to make the purchase (if applicable). If the payment card used to make the purchase will expire before the date of collection, and in order to minimise the risk of credit card fraud, the Ticket Purchaser must notify Promoter, Host or the Official Sales Agent (as appropriate, depending on whom the Tickets were purchased from) of the change of card details prior to collection.
- 20. Promoter reserves the right not to replace, issue a duplicate of or accept any Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, or any Ticket which is unreadable or incomplete.
- 21. If Tickets have not been received 2 days before the commencement of the Event, it is the sole responsibility of the Ticket Purchaser to contact the relevant customer service centre or the Official Sales Agency from whom the Tickets were purchased.

# Ticket Use

It is a fundamental condition of these Conditions that Tickets must not be: (a) offered publicly (including on any website) for sale; or (b) offered, transferred or used in the course of business, in relation to any promotional purpose, as a lot in an auction or for other fundraising ourposes, as a prize in any competition, contest or sweepstake or bundled with





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any other goods or services (including as part of any hospitality or travel package) or otherwise for commercial gain. Any Ticket offered for sale, sold or transferred for commercial of financial gain other than in accordance with these Conditions may be cancelled by Promoter without notice and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from the 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, Promoter may pursue any other legal remedies available to it in relation to any such breach of these Conditions. The restriction in this paragraph shall not apply in instances where the Ticket Holder transfers a Ticket to another person free of charge, provided the Ticket is not transferred for the purposes of commercial exploitation.

## Admission to Venue

- 22. Admission to the Venue will only be authorised upon presentation of a valid Ticket, in whole form and not defaced or damaged in any way. The Ticket Purchase and/or any Guests must arrive by the time specified on their Ticket for quaranteed entry.
- 23. Promoter and Authorised Persons may conduct security searches (including a search of the Ticket Holder's bags, clothes and other possessions) prior to entry into or at any time within the Venue for the purpose of monitoring and enforcing compliance with the Conditions (including locating and removing any Prohibited Items) and to ensure safety and security at the Event. Police may be informed where searches reveal Prohibited Items the possession of which Promoter and/or any Authorised Person believe may constitute a criminal offence.
- 24. The Ticket Holder acknowledges that they are individually responsible for their own property brought to and nito a Venue (including Prohibited Items). None of Promoter, Host or any Authorised Person accept any responsibility for any loss, theft or damage of a Ticket Holder's personal property and each Ticket Holder hereby releases Promoter, Host and each Authorised Person from any liability for any loss or damage to personal property that they may suffer in relation to his or her attendance at the Venue.
- 25. Ticket Holders must retain their Tickets at all times whilst within the Venue. Tickets and an accompanying Photo ID must be produced for inspection at Venue entry points or anywhere else within the Venue upon request by any Authorised Person. Failure or refusal to do so may result in the Ticket Holder being ejected from the Venue.
- 26. Any Authorised Person may refuse admission to or eject from the Venue without refund or compensation a Ticket Holder who, in their reasonable opinion: (a) does not produce a valid Ticket upon request; (b) is in breach of any of the Conditions (including those relating to the use of mobile telephones and similar communications devices); (c) fails to comply with instructions from any Authorised Person: (d) may unreasonably obstruct the viewing of other spectators; (e) may be a source of danger, nuisance or annoyance or who may otherwise give rise to concerns in relation to the safety and security arrangements for the Event or who is behaving in any way that is or could reasonably be construed as provocative, discriminatory, offensive, indecent or threatening (whether to the life or safety of himself/herself or any other person(s)), including but not limited to: (i) public nudity or indecency: (ii) excessive noise or any interference with the conduct of the Event: (iii) the wearing or other display of commercial, political or offensive signage or logos; (iv) the throwing of any object that might injure or cause damage to people or property; (v) the obstruction of any gangway, access-way, exit, entrance or staircase; (vi) climbing roofs, walls, fences, stands, lighting masts or any other structures or constructions in the Venue or standing on seats; (vii) defacing or obscuring any notice, advertisement, branding or signage; (viii) smoking in any area where smoking is not permitted; and/or (ix) engaging in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person (including, without limitation, any driver, team member, official, official, Authorised Person or other spectator) on the basis of their race, sex, religion, culture, colour, descent, nation or ethnic origin; (f) is noticeably under the influence of alcohol, illicit drugs or any behaviourmodifying substance; (g) is suspected of committing, or having committed, or being likely to commit, a criminal offence in or about the Venue; (h) whilst within the Venue, enters any restricted access or prohibited area or other area where that person is not permitted, including but not limited to any area for which accreditation is required or which is designated as an area to which members of the public are not entitled access; (i) damages, interferes with or tampers with any property of any third party; (j) is dressed inappropriately

and in particular is wearing any of the following items: oversized or excessively baggy attire, hoodies or sagging pants, men's sleeveless shirts, athletic wear, jerseys, basketball shoes, sweatpants, men's shorts, men's sandals, athletic hats, exposed chains, bandanas, grills or mouth bling, backpacks, gloves, sunglasses or selfie sticks; and/or (h) is in possession of any Prohibited Items, including: (i) any article that is offensive, dangerous, hazardous and/or illegal or that may be used or that may be expected to be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue (including, without limitation, knives, fireworks, firearms, explosives, flammable items (other than cigarette lighters or matches for personal use), compressed gas containers, maces, flares, lasers, smoke bombs and/or illicit drugs (other than those prescribed by a registered medical practitioner); (ii) banners, placards, leaflets, signs or other materials, items, objects or clothing displaying political, religious, offensive or race-related messages, slogans or images or promotional or commercial identification; (iii) any camera or other type of photographic or recording device (of any nature whatsoever and whether capable of capturing still or moving pictures) other than for personal non-commercial use; and/or (iv) any other items that Promoter and/or any Authorised Person determine may in their opinion be a source of danger, nuisance or annovance or which may otherwise give rise to concerns in relation to the safety and security arrangements for the Event.

27. Re-admission to the Venue will only be permitted in the sole discretion of Promoter or an Authorised Person and, if granted, may require the use by a Ticket Holder of alternative access devices in conjunction with their Ticket (e.g. stamp or wristband).

#### Prohibited Items and Restricted Items

- 28. Promoter has the exclusive right to determine what objects may be brought into the Venue by a Ticket Holder. The following items are prohibited from being brought into the Venue and Promoter or any Authorised Person shall refuse entry to, or eject from the Venue, anyone who is found to have brought such items into the Venue:
  - a) ladders (including step ladders); boxes; crates, including folding crates and other similar items intended to be used to achieve an elevated viewing position;
  - b) items which are or, in the opinion of Promoter or any Authorised Person, could be used as weapons (including firearms, knives, sticks etc.);
  - pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; klaxons; compressed gas horns or other similar items;
  - musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast;
  - e) model aircraft; drones; kites or other similar airborne craft/item;
  - bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment;
  - g) wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods;
  - any objects or clothing bearing commercial identification, images or statements which, in the opinion of Promoter or any Authorised Person, may be used for Ambush Marketing or other similar unauthorised promotional purposes:
  - alcoholic beverages and foodstuffs (except those permitted at the discretion of Promoter); drugs (except prescription drugs) or other legal highs;
  - items which, in the reasonable opinion of Promoter or an Authorised Person, could potentially harm, cause alarm, upset or offence to other attendees at the Event; and
  - k) leaflets or other promotional materials.
- Prohibited Items may be removed, confiscated or destroyed at the discretion of any Authorised Person and a Ticket Holder will have no right for the item to be returned.
- 30. No pets or animals, except for guide dogs, may be brought into the Venue.

## Standards of Behaviour

- 31. Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the Venue and, where appropriate, enforcement action being taken by relevant authorities.
- 32. Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the Venue will not be tolerated and will result in ejection from the Venue and, where

- appropriate, enforcement action being brought by relevant authorities in accordance with legislative provisions.
- Defacing or obscuring any notice, advertisement or other article of Event branding is strictly forbidden.
- 34. Mobile telephones and similar communications devices will be permitted within the Venue to the extent that they are used for personal and private use only and in accordance with any stipulated rules and requirements published within the Venue by Promoter and/or Host. Mobile devices that are used in contravention of any such policy will have to be surrendered to officials or the person using them will be required to leave the Venue.
- 35. The consumption of intoxicating liquors is permitted within designated areas and during hours decided by Promoter and Host. Promoter and Host reserve the right to suspend the sale of alcohol and food stuffs at any time and anyone who, in the reasonable opinion of Promoter or any Authorised Person, has consumed too much alcohol will be ejected from the Venue.
- 36. Smoking of any kind, including the use of electronic (e) cigarettes, is prohibited. Smoking will only be permitted within the grounds of the Venue in compliance with legislative provisions and with instructions issued by Promoter. Such instructions may be amended at any time for the purposes of ensuring the safety and security of all persons attending the Event. Anyone who fails to stop smoking when requested by Promoter or any Authorised Person will be ejected from the Venue.
- 37. No Ticket Holder shall engage in any form of Ambush Marketing and nor conduct any activity that conflicts with, infringes upon or impairs the rights of any Commercial Partner. For the avoidance of doubt, McLaren (including McLaren Racing Limited) is one such Commercial Partner and Ticket Holders shall not do anything which adversely impacts its commercial interests, infringes its rights or otherwise brings it into disrepute.
- 38. No Ticket Holder shall be entitled to conduct, carry out or cause to be conducted or carried out any promotions, advertising, marketing or other commercial activity in or around the Venue, unless the same has been expressly authorised in writing in advance by Promoter (and a Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or at any time whilst within the Venue).
- 39. Except in each case with the prior written approval of Promoter, a Ticket Holder shall not whilst in or around the Venue: (a) offer any good(s) or service(s) for sale, including (without limitation) newspapers, periodicals, drinks, food, souvenirs, clothes or other merchandise; or (b) distribute or give away or attempt to distribute or give away any free items or any political, religious, charitable, commercial, advertising or promotional material or other documents.

## Media & Recordings

40. Each Ticket Holder attending the Event irrevocably and unconditionally: (a) consents without compensation to the recording of their voice, image and likeness captured by any means (including, without limitation, audio, visual and audio-visual recordings by television cameras and photographers) whilst present at or about the Venue; (b) agrees to the transmission and use in perpetuity by Promoter, its Commercial Partners and any licensee or assignee of Promoter of their voice, image and likeness captured whilst present at or about the Venue, free of charge, 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; (c) acknowledges and agrees that Promoter 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 the Venue, including future rights to such recordings or to any works derived from such recordings; (d) hereby consents, on an irrevocable, worldwide and perpetual basis, to Promoter using, disclosing, reproducing, transmitting, exhibiting, communicating, renting, adapting or publishing anywhere in the world any recordings of sound made or images taken within the Venue (including, without limitation, any such recordings made by the Ticket Holder): (i) in whatever form Promoter 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 (ii) without making any identification of the Ticket Holder in relation thereto; and (iii) hereby





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unconditionally and irrevocably assigns to Promoter all rights, including copyright and other intellectual property rights, in any recordings of sound made or images taken by the Ticket Holder within the Venue. If any such images should feature an individual prominently Promoter will use reasonable efforts to gain the consent of that person before publishing such images, however, if this is not possible, entry into the Venue shall be deemed consent.

41. Host operates CCTV cameras in and around the Venue which are monitored and recorded for the purposes of public safety and crime prevention. In accordance with the applicable data protection legislation, Promoter and/or Host may itself use, or provide information regarding persons to the authorities where is it necessary for the purposes of prevention or detection of crime and the capture or prosecution of offenders.

#### Refunds

- 42. Ticket Holders acknowledge that aspects of the Event may be delayed, interrupted, rescheduled, postponed or cancelled. Promoter will use reasonable efforts to communicate any such delays, interruptions, rescheduling, postponement or cancellation to Ticket Purchasers as soon as is reasonably practicable. Tickets for specific days of the Event cannot be exchanged for an alternative day.
- 43. Other entertainment which is ancillary to the sporting aspect of the Event, including without limitation DJs, performances, celebrity guests, and other entertainment events, is subject to change without notice. Changes to such entertainment shall not give rise to any right or entitlement to a refund for any Ticket Purchaser.

# Data

- 44. The personal data that Ticket Purchasers and other Ticket Holders provide to Promoter and to Official Sales Agents will, subject to applicable law, be used, processed, stored, and transferred by Promoter in accordance with the terms of its privacy policy (available at www.vistalasvegas.com/privacy-policy) (the "Privacy Policy"). For the avoidance of doubt, such personal data shall not be used by Promoter for marketing purposes unless the Ticket Purchaser (for and on his/her own behalf and/or for his/her Guest(s)) has explicitly opted in to receiving such communications during the Ticket booking/purchasing process.
- 45. Each Ticket Holder irrevocably and unconditionally consents to the collection, use and insertion into a database by or on behalf of Promoter of personal data provided by the Ticket Purchaser and any other Ticket Holder in accordance with applicable local law for the purposes of implementation of these Conditions, including for administration, communication, enforcement and access control purposes. Promoter may share such personal information as may be generally and reasonably required for the proper and efficient staging of the Event and to give effect to any of its rights in terms of these Conditions. The Ticket Holder can access and/or correct their personal information by written request to Promoter.

## Liability, Waiver and Indemnity

- 46. None of Promoter, Host, any Official Sales Agent, the Venue or any Authorised Person shall be liable for any failure to perform any obligation under these Conditions to the extent that such failure is caused by Force Majeure.
- 47. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PROMOTER NOR ANY OFFICIAL SALES AGENT NOR ANY AUTHORISED PERSON NOR ANY DRIVER, TEAM MEMBER OR OFFICIAL PARTICIPATING IN THE EVENT SHALL BE LIABLE FOR ANY LOSS, DAMAGE AND/OR HARM, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE 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 THE EVENT (INCLUDING, WITHOUT LIMITATION, ARISING AS A RESULT OF THE CANCELLATION OR POSTPONEMENT OF THE SAME IN EACH CASE) AND/OR OCCURRING DURING THEIR ATTENDANCE AT THE VENUE AND, WITHOUT LIMITATION TO THE FOREGOING, EACH TICKET HOLDER AGREES THAT NO CLAIM, COMPLAINT OR PROCEEDING WILL BE BROUGHT IN RELATION TO THE FOREGOING

48. EACH TICKET HOLDER SHALL INDEMNIFY AND HOLD Promoter, THE OFFICIAL SALES AGENTS AND ALL AUTHORISED PERSONS HARMLESS FROM AND AGAINST ALL LOSS, DAMAGES AND LIABILITIES, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR LOSS, LOSS OF PROFIT, BUSINESS OR OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSS, SPECIAL DAMAGES OR ANY OTHER LOSS AND/OR HARM HOWSOEVER ARISING (INCLUDING BUT NOT LIMITED TO THE COSTS OF ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF THESE CONDITIONS), SUFFERED OR INCURRED BY ANY OF THEM IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, A BREACH BY THE TICKET HOLDER OF ANY OF THESE CONDITIONS.

## Miscellaneous

- 49. Nothing in these Conditions affects a Ticket Holder's statutory rights as a consumer.
- 50. These Conditions have been drafted in the English language. Translations of these Conditions may be made available by TBA or Official Sales Agents. 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.
- The Ticket Holder shall not use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on a Ticket.
- 52. Promoter reserves the right to make amendments to these Conditions from time to time at its sole discretion and without notice (including, without limitation, by amending or supplementing the Venue Regulations). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available on the Event Website and, upon request, from Promoter.
- 53. Each of the provisions set out in these Conditions shall be severally enforceable. Notwithstanding that the whole or any part of any provision(s) of these Conditions may be declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, the provision(s) in question (or part thereof, as the case may be) shall be severed to the extent necessary and the other provision(s) of these Conditions and the remainder of the provision(s) in question (as applicable) shall continue in full force and effect
- 54. These Conditions (including the Venue Regulations) and the Privacy Policy constitute the entire agreement between Promoter and each Ticket Holder and neither shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of the other in relation to these Conditions which is not expressly set out herein.
- 55. No failure or delay by Promoter to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right. To the extent that Promoter is prevented or delayed by matters beyond its reasonable control from performing any of its obligation(s) under these Conditions, Promoter (or such third party, as the case may be) shall be relieved of any liability to any Ticket Holder for failure to perform or for delay in performing any such obligation(s).
- No person who is not party to these Conditions shall have any rights under the Contracts (Rights of Third Parties) Act 1999.
- 57. 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) will 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 the Event will be submitted to the non-exclusive jurisdiction of the English courts. Notwithstanding the foregoing, Promoter reserves 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.



