

TERMS AND CONDITIONS OF PURCHASE

[Click Here For Specific Download Festival RIP Package Terms & Conditions](#)

1 INTRODUCTION

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

Accommodation any hotel rooms or other accommodation (reserved for use either prior to or after an Event) details of which are set out in the Advertisement

Advertisement the advertisement for the Event or the Package on the Website or elsewhere

Event an event, of whatever nature, the details of which is set out in the Advertisement

Hospitality any hospitality, services, entertainment, catering and/or drinks element of any type the details of which are set out in the Advertisement

Merchandise any goods, souvenir or other item of merchandise provided as part of the Package and as set out in the Advertisement

Order Confirmation Number the number given to you confirming that we have accepted your order

Package a package detailed in the Advertisement which may include without limitation: Merchandise; the Tickets; Travel; Accommodation; Hospitality or any combination of those for one person (unless stated otherwise in the Advertisement)

Price the price of the Package either as set out in the Advertisement or, if changed, as subsequently notified by us to you prior to purchase

Special Conditions the further terms and conditions and/or restrictions in relation to each Package specific to each Package, details of which are set out in the Advertisement

Terms and Conditions these terms and conditions relating to the purchase of Packages

Ticket a ticket for the Event

Travel the travel to and/or from the Event details of which are set out in the Advertisement

Venue the venue where the Event takes place

Vouchers vouchers or equivalent documentation for Accommodation, Merchandise, Travel and/or Hospitality

We/us Live Nation (Music) UK Limited of 2nd Floor Regent Arcade House, 19-25 Argyll Street, London W1F 7TS Company Number 02409911, VAT Number 489 7987 40

Website www.livenation.co.uk or www.vipnation.co.uk and any other websites owned or controlled by Live Nation or its agents

You the purchaser of the Package(s)

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

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

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

2. PRIVACY

We will collect certain information from you when you purchase a Package. We operate a Privacy Policy to protect this information and govern our use of this information, the terms of which are set out at www.livenation.co.uk/privacy Where you submit an order online, you will be asked to confirm your agreement to this privacy policy.

3. ORDERING PROCESS

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

information is required to contact you and to process the transaction.

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

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

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

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

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

3.3 The method of delivery of the Package may vary, depending upon known facts, including without limitation: (a) the nature of the Package; (b) the goods and services comprising the Package; (c) the location of your delivery address; (d) the proximity of your delivery address to the Venue; and (e) any restrictions imposed by the Venue. Subject to Clause 3.4, within the 14 day period prior to the Event taking place, we will either:

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

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

(c) notify you via the email address provided by you at the time of booking, that some of the Tickets, Vouchers and/or Merchandise may be collected by you at the Venue and confirming which Tickets, Vouchers and/or Merchandise may be collected at the Venue and the details of such collection. We will post the remaining Tickets, Vouchers and/or Merchandise (as applicable) which comprise the Package to the delivery address provided by you at the time of booking within the 14 day period prior to the Event taking place.

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

3.4 Where for reasons outside of our reasonable control we are unable to, prior to the Event, deliver to you or make available for collection at the Venue, Merchandise or Vouchers (which are not intended for sole use in the Venue during the Event), we shall post such Merchandise and/or Vouchers to the delivery address provided by you at the time of booking within a reasonable time after the Event.

3.5 When you receive Tickets or other Vouchers please keep them in a safe place. You will be responsible for any loss, theft or damage to your Tickets or Vouchers. For security reasons, no duplicates or replacements will be issued.

3.6 No part of the Package sold is transferable, returnable (except as set out below) or exchangeable. No part of the Package is refundable and refunds will only be granted in the circumstances set out in Clause 10 below.

3.7 In exceptional circumstances we may offer to resell your Packages for you. If you wish to resell your Package you should notify us in writing at VIP Nation, Live Nation (Music) UK Limited, 2nd Floor, Regent Arcade House, 19 – 25 Argyll Street, London, W1F 7TS of your wish for us to do so together with your reasons for wishing to resell. If we, in our absolute discretion, agree to resell the Package, you will return the Tickets or Vouchers or Merchandise to us. We will then offer the Package for resale at the original Price. If we resell

a Package we will refund to you the Price less a £10 administration fee, which we will deduct. If we are not able to resell a Package, no refund will be made.

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

4. LIMITS AND AVAILABILITY

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

4.2 Packages are subject to availability at the time we process your order. Package availability and any applicable offers (including the Price) are subject to change at any time without notice. We will notify you of any changes prior to confirmation of your booking. You are advised to check all details carefully as, once your purchase has been notified to you, we are not able to exchange or refund your order. Refunds will only be given in those circumstances set out in Clause 10.

5. PACKAGES

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

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

6. TRAVEL AND ACCOMMODATION

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

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

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

7. INSURANCE

You must have and maintain adequate travel insurance at the time of booking of any Package which requires overseas travel. You must arrange travel insurance separately, since it is not offered by us.

8. EVENT ADMISSION

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

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

8.3 You may be refused admission if the Ticket is damaged, copied, defaced, or otherwise mutilated.

8.4 You must obey all reasonable notices and directions given by the Venue.

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

8.6 You agree to abide by all other terms and conditions and any other rules, laws and safety regulations, which may apply at the Venue where such terms are brought to your attention.

9. ALTERATION TO ADVERTISED PACKAGES

Every reasonable effort will be made to provide the Packages as advertised or confirmed. We do however reserve the right to substitute any element for its suitable equivalent. We also have the right to change the Price at any time before purchase.

10. EVENT CANCELLATIONS / POSTPONEMENTS

10.1 If an Event is cancelled or postponed, we will use our reasonable endeavours to notify you of the cancellation or postponement once we have received authorisation from the Event management. Please note that we cannot guarantee that you will be informed of such cancellation before the date of the Event.

10.2 If an Event is rescheduled or postponed, we will where possible use our reasonable endeavours to offer you tickets to the rescheduled Event (together with the associated Travel, Accommodation and Hospitality), equivalent to the value of the Ticket, Hospitality, Accommodation and Travel forming part of the original Package. If the Event is cancelled, if we are unable to provide you with tickets to the rescheduled Event or if you are unable to attend the rescheduled Event, you will be entitled to a refund of the elements of the Package not provided to you.

10.3 We reserve the right to cancel or withdraw any part of any Package at any time, whether or not an Event is cancelled or postponed. If we elect to cancel or withdraw any element of the Package we will contact you on the details provided when booking the Package. We will at our option offer to either:

refund the Price paid by you in full if no part of a Package is provided; or

refund the price for those elements of the Package cancelled or withdrawn; or

offer the Package to you for a different date. If you are not able to attend any rescheduled date we will offer you a full or partial refund as set out above.

11. LIMITATION OF LIABILITY

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

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

11.3 Subject to Clause 11.5, we will be responsible for any losses you suffer as a result of a breach by us of these Terms and Conditions where those losses were reasonably foreseeable to both you and us at the date you place your order. We will not be responsible for any business or economic losses (including but not limited to loss of profit, revenue, contracts, anticipated savings or opportunity) or any other indirect loss that is not reasonably foreseeable to both us and you when the order was made.

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

11.5 Subject to Clause 11.1, in any event, our maximum liability to you (or anyone

accompanying you or the holder of any Package purchased by you) under these Terms and Conditions is to refund to you the Price paid by you for the Package.

12. NON TRANSFERABILITY OF PACKAGES

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

12.2 No part of the Package including any Ticket may be transferred for profit or commercial gain, re-sold, exchanged or given to a third party, offered as an incentive, giveaway or a prize in a competition or otherwise disposed of. Any attempt to do so will result in the Package being withdrawn and at our option any Ticket or Voucher becoming void.

12.3 If any element of the Package including a Ticket is so transferred by anyone other than us or our authorised agent, the holder of such Ticket may be refused entry to, or be ejected from the Venue and the holder of such Tickets will be required to deliver up the Ticket on demand. In those circumstances, we reserve the right not to fulfil any other Voucher.

12.4 You agree that you will not engage in or assist in any form of 'ambush marketing'; where an unconnected third party attempts to infer a connection with us, the Event or any artist performing at the Event.

13. EVENT ATTENDANCE

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

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

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

14. ALTERATION AND SEVERABILITY

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

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

15. WAIVER

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

16. CUSTOMER SATISFACTION POLICY

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

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

18. EXTERNAL WEBSITES

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

19. GOVERNING LAW AND JURISDICTION

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

20. DOWNLOAD FESTIVAL RIP PACKAGES 2016

Please note the following additional terms and conditions specific to Download Festival 2016:

Ensure you read all of the Event Info & Please Note sections on the Ticket Purchase page before buying for full info on what each package includes.

20.1 Camping Space Per Customer: To ensure an enjoyable and comfortable RIP experience, campers will have access to a maximum pitch size of 22m² (metres squared) in Park Farm per person including cars, and 16m² (metres squared) in Metal Meadow per person (cars parked in field next to Metal Meadow).

We have reduced capacity in Park Farm to ensure adequate space for all campers and to continue to deliver you the superior amenities and location of the RIP experience. We ask that you please consider what is an appropriate amount of space for your party in order to meet with this restriction. Due to the increase in the number of gazebos, small gazebos will only be permitted for parties of 4 or more sharing a tent.

If unreasonable and excessive space is used for the number of people in your party, we reserve the right to ask for the removal of vehicles, gazebos or awnings to meet the restriction.

20.2 Age Restrictions: Under 16s must be accompanied by an adult 18+.

20.3 Ticketing: Every person in your party must have a valid RIP pass to stay on the RIP campsites, including children.

20.4 Parking: One car parking pass included per booking. For bookings of 4 or more, an additional pass will be sent.

20.5 Accessibility: If you have any special access requirements or concerns about any special effects (for example lighting, sound, audiovisual or pyrotechnic effects) which may be featured at the Event, please discuss any such issues before purchasing the Tickets with VIP Nation by contacting vipnation@livenation.co.uk or phone +44 (0)2070093484. Live Nation and VIP Nation will use their reasonable efforts to assist with any such special access requirements or concerns.

20.6 Noise: Rock by day and rest by night. RIP is a quiet campsite, so please keep noise to a minimum after 1am. Please respect your neighbours by observing the quiet time. Live Nation reserves the right to eject those disturbing the peace without readmission or refund.