

Glasgow 2018 - Ticketing Terms and Conditions

In these terms "we", "us", "our" and "Glasgow 2018" means Glasgow City Council, a local authority constituted under the Local Government etc (Scotland) Act 1994 and having its principal office at City Chambers, George Square, Glasgow, G2 1DU, and "you" and "your" refers to the person applying for, receiving and/or holding tickets for admittance as a spectator to sporting and cultural sessions (including the opening and/or closing ceremonies (if any)) ("Sessions") forming part of the Glasgow 2018 European Championships ("Championships"), to be held at various venues in Scotland.

We have appointed certain principal and ancillary ticketing sales agents who will be responsible for the sale of tickets for all Sessions at the Championships ("Ticketing Partners").

These terms, in addition to our Ticketing Partners' Purchase Policies; any special terms and conditions which may be displayed on our Ticketing Partners' websites; and venue terms and conditions set out your rights and obligations in relation to the purchase of tickets by you from our Ticketing Partners websites and other points of sale ("Sales Channels") as well as the use by you of tickets for Sessions. By your purchase of tickets, receiving tickets, and continuing to hold tickets you agree to abide by these terms and all other applicable terms at all times. These terms create legally binding obligations on you. Please read and understand them. If you do not understand any part of these terms please let us know prior to purchasing or seeking to obtain tickets.

We reserve the right to update or vary these terms and conditions from time to time without notifying you. By continuing to hold tickets and through using tickets you agree to be bound by any update or variation made by us to these terms or to terms referred to or incorporated herein. It is your responsibility to check these terms and conditions from time to time to verify such updates or variations as presented on our website, www.glasgow2018.com. Please be aware that all other applicable terms (listed in the paragraph above) may also be subject to change from time to time and it is your responsibility to check those terms from time to time.

1. Age

- 1.1. If you are purchasing tickets on behalf of someone else, you are responsible for ensuring that they comply with these terms and all other applicable terms.
- 1.2. All persons attending Championships venues who are under 14 years of age must be accompanied by an adult of over 18 years of age, and must be in possession of a ticket to attend a Session.
- 1.3. Children under 2 years of age do not require a ticket for Sessions and will not be allocated a seat at any Session.
- 1.4. We reserve the right to request proof of age to be shown at any time prior to or during your attendance at venues.

2. Identification

We, or our Ticketing Partners, may ask you for proof of identification (including proof of age) or other information concerning your purchase and/or use of tickets at any time during the ticket purchase process, or prior to or during your attendance at venues, to enable the proper management of the Championships, for security purposes and/or to enable us to enforce these terms.

3. Accessibility

We take pride in ensuring that the rights of spectators with a disability or impairment are respected. Prior to purchasing a ticket or your travel to and attendance at a Championships venue, if you consider yourself to have a disability or impairment, you are advised to read our accessibility terms, as available from time to time on our website, www.glasgow2018.com. If you are purchasing a ticket on behalf of a person who may have a disability or impairment, please refer them to our website and the applicable terms of accessibility.

4. Your information

Your information will be held and used by us, and disclosed to other persons (and disclosed by them), in accordance with our Privacy Policy, a copy of which is available at www.glasgow2018.com.

5. Communications

- 5.1. In the event that we or our Ticketing Partners require to contact you regarding the tickets you have purchased for a Session, we shall do so through the contact details you provided to our Ticketing Partners at the time of purchase of the tickets.
- 5.2. If you wish to communicate with us, or to request copies of information or policies available to you under or referred to in these terms, then you must do so by email at glasgow2018@glasgow.gov.uk. You should not use other methods of communication or addresses to contact us as you may not receive a reply.

6. Purchasing Tickets

- 6.1. Tickets for the Championships can be purchased through our Ticketing Partners' Sales Channels. Please be advised that the contract for the purchase of tickets for the Championships is made between you and the relevant Ticketing Partner for the Sales Channel that you purchase your ticket(s) from.
- 6.2. The purchase of tickets and their delivery will be as set out in the relevant Ticketing Partner's Purchase Policy. Please read the relevant Ticketing Partner's Purchase Policy before proceeding to purchase tickets for the Championships.
- 6.3. Neither we, nor our Ticketing Partners or venues, take any responsibility for the printing of purchased tickets and no facilities for the reprinting of tickets at venues will be made available to you.

7. Price and payment

Ticket prices and payment methods shall be set out on our Ticketing Partners' Sales Channels. We take no responsibility for the means by which our Ticketing Partners make tickets available for purchase, nor for the payment process for tickets purchased through a Ticketing Partners Sales Channel.

8. Delivery

Delivery of tickets purchased by you through our Ticketing Partners' Sales Channels shall be as set out on our Ticketing Partners' Sales Channels and in the Ticketing Partner's Purchase Policy.

9. Forgotten, lost, stolen, defaced, damaged or destroyed tickets

In the interests of fraud prevention, no tickets will be replaced or ticket prices refunded if a ticket is forgotten, lost by you, stolen, defaced, damaged or destroyed, and we reserve the right to prevent you accessing the Sessions or venues in such circumstances.

10. Transfer of tickets

10.1. Tickets purchased are personal to you and are not transferable, except as consented to by us in writing. The resale or transfer (or attempted resale or transfer) of your tickets, without our written consent, is strictly prohibited and we reserve the right to seize or cancel tickets which we, in our reasonable opinion believe to be subject to a resale or transfer (or attempted resale or transfer) without a refund or any other form of compensation. For more information upon these rights please contact a lawyer experienced in agreements of this nature, or your local Citizen's Advice Bureau (or equivalent).

10.2. Tickets for Glasgow 2018 and all Sessions are only available from our Ticketing Partners. We do not consent to the sale of tickets through any other ticketing company, ticket resale company or any other means. Please note that if you have obtained a ticket from someone who was not entitled to transfer that ticket to you, or have obtained it by any other unlawful means, we may choose not to honour that ticket, and you may not be able to enter the Session, or you may be requested to leave the Session to which that ticket relates. In such an event, we will not refund any amount in relation to that ticket, or issue any other form of compensation. At all times we shall have the right to reclaim that ticket from the current ticket holder and/or to cancel that ticket.

11. Travelling to the Championships

It is your sole responsibility to ensure that you travel in good time to arrive prior the start of a Session. You should note that various security procedures will apply on entry to Championships venues. Completing these procedures will take a degree of time and you should include time to complete these procedures into your travel time to venues. Please also note that travel services can be disrupted and/or may not be available due to traffic, weather or other unexpected happenings beyond our control.

12. Attending the Championships

- 12.1. A valid ticket must be produced to gain access into the Session. Each ticket is valid for entry only to the venue for the Session detailed on the ticket. By possessing a valid ticket you will be granted a right to attend the Session detailed on that ticket, subject always to these terms and all other applicable terms. Ticket holders must keep possession of their ticket at all times during the Session. The physical ticket shall remain our property at all times.
- 12.2. For the avoidance of doubt, if you choose not to use a ticket for a Session no refund or exchange (in whole or in part) for that ticket will be given.
- 12.3. In all events, we, the venue owners and operators, and/or security personnel (including the police) reserve the right to refuse entry to any person to any venue, and to remove any person from a venue, where in our or a third party's reasonable opinion we believe that person may cause a risk to the safety or security of the session or the enjoyment of the Session by others, or for any other reason whatsoever.
- 12.4. We reserve the right to request all persons attending Sessions to provide their tickets for review at any time. A refusal to provide a ticket requested for review shall, at our sole discretion, constitute grounds for us to refuse access to the Session, or to remove you from the Session and venue.

13. Venue regulations

- 13.1. Each venue is subject to its own venue terms and conditions, which apply to all persons attending the venue. You undertake as part of these terms to abide by the applicable venue terms and conditions at all times. The venue terms and conditions will be available prior to the Event at our website, www.glasgow2018.com, as well as the venue's box office facilities or another location within the venue. Please check the venue terms and conditions prior to making your journey to a Session, to ascertain the detailed terms and conditions relating to the venue. You acknowledge that the venue terms and conditions may change over time, and that the venue terms and conditions which apply to a particular venue you are attending, shall be those which are in force at the time at which you attend that venue.
- 13.2. You acknowledge that if you arrive at a venue with an item you are prohibited from bringing into a venue, you will not be entitled to enter the venue with that item. A list of prohibited and restricted items will be set out in the venue terms and conditions or made aware to you at the venue itself.

14. Prohibited activities

- 14.1. No commercial, promotional, advertising or marketing (including charitable) activity may be undertaken at any venue or in the vicinity of any venue. If you conduct any such activities, we may prevent you from entering the venue, require you to obscure any article used in connection with such activities or

require you to leave the venue. In such an event you will not receive a refund of the sum paid for your ticket.

- 14.2. Removal of, causing damage to, defacing, interfering or tampering with a venue or any item found there is prohibited. If you cause any damage to or deface any venue, or remove, cause damage to, deface, interfere or tamper with any item from a venue, you shall be liable to us and to the venue owner and operator and/or the item owner.
- 14.3. Entry onto the field of play or into any restricted area, causing an obstruction, littering, acting in a way intended or likely to cause injury, annoyance, distress or anxiety to others, and/or acting in a way intended or likely to interfere with the proper operation of the Championships is also strictly prohibited at venues.
- 14.4. Each venue's terms and conditions may specify whether or not you are prohibited from leaving and then re-entering that venue during a Session.

15. Other terms relating to venues

- 15.1. You must, at all times when at venues, comply with all directions given by our personnel and stewards, representatives of the venue owners and operators, and the police.
- 15.2. Tickets provide a right to attend Sessions at the Championships only. You must occupy the seat or area specified on your ticket. You acknowledge that we may, however, relocate you to another seat or area, should we deem this necessary to enable the proper management of Sessions.

16. Recording and photography

- 16.1. The possession and/or use of professional audiovisual equipment for any purpose whatsoever within a venue or a Session is, at all times, restricted only to persons who have applied for and received the relevant accreditation from us. All unauthorised possession and/or use of such equipment is strictly prohibited and in the event of a breach of this clause we may enforce our rights under these terms.
- 16.2. Certain venues and/or Sessions may prohibit the use of personal cameras, phone cameras, personal video cameras or audio equipment (or any other kind of equipment) for all or certain purposes and any prohibitions on their use will be made clear in the venue terms and conditions. You must comply with all such notices at all times whilst attending a Session within a venue.
- 16.3. Where permitted for a venue or a Session, images, videos and audio recordings taken or made by you in venues with a camera, phone camera, video camera or audio equipment (or any other kind of equipment) may not be used for any purpose other than for personal and non-commercial purposes. You may not sell, license, broadcast (including on social media sites), publish, or commercially exploit in any manner such images, videos or audio recordings, unless expressly authorised by us.

16.4. We shall have a right to copy, make available and use any images, videos or audio recordings you create as we see fit, without having to make any payment to you or acknowledge that you created that material.

17. Your consent

By attending a Session you consent to the broadcast, photographing and recording of you, your image, likeness and voice, by us and persons authorised by us (and all subsequent broadcast and other transmission or distribution of such recording) by whatever means either currently known or subsequently developed. You acknowledge that you shall have no right in or to such broadcast, photograph or recording, or any right to be remunerated for such broadcast, photograph or recording (or use of such broadcast, photograph or recording), nor any right to object to, or to be identified in relation to, such broadcast, photograph or recording or use of such broadcast, photograph or recording, howsoever made.

18. Delay, interruption, rescheduling, postponement and cancellation

18.1. We make no guarantee or warranty as to the programme of events for a Session you have purchased tickets for. We reserve our right to make material changes to a Session's programme of events without notice to you for matters outside of our control or for any other reason whatsoever.

18.2. In the event that a Session is subject to a material change to the programme of events held within that Session then you will not be eligible for a refund or an exchange of the ticket for another Session.

18.3. Tickets allow entry to Sessions. You acknowledge that Sessions may be delayed, interrupted, rescheduled, postponed or cancelled both for reasons beyond our control, or to allow for the proper management of the Championships. We do not guarantee that any Session will commence at its stated time, however we will endeavour to ensure that this is the case. If a Session is delayed, interrupted, rescheduled, postponed or cancelled we will not be liable to you for any changes you may have to make to any travel, accommodation or other arrangements.

18.4. If a Session is:

18.4.1. delayed, postponed, or rescheduled so that it does not take place on the same date set out on a ticket or at the same venue set out on a ticket, your original ticket will remain valid for the subsequent date that the Session is to take place on. In exceptional circumstances and, at our sole discretion we may (subject to availability) exchange that ticket for a ticket for another Session, where the ticket price for that Session is equal or less than the face value of the ticket to be exchanged, or we may refund the face value of that ticket; or

18.4.2. cancelled so that it does not take place on any other date we may (subject to availability) exchange that ticket for a ticket for another Session, where the ticket price for that Session is equal or less than the

face value of the ticket to be exchanged, or we may refund the price paid by you for the ticket, including any per ticket service charge but excluding any per order handling fee.

- 18.5. Save for as set out in clause 18.4 above, no refunds or exchanges will be given as a result of cancellation, delay, postponement or rescheduling.
- 18.6. If a Session commences on the date and at the venue set out in the ticket and is thereafter interrupted, and it is determined by us that it was substantially completed, you will not be eligible for a refund or an exchange of the ticket for another session.
- 18.7. If a Session is cancelled or rescheduled to another date or venue in advance of the date on the ticket, we will endeavour to notify ticket purchasers using the contact details given to our Ticketing Partners at the time of purchase of the ticket. We will also endeavour to make information concerning such cancellation or rescheduling available at our website, www.glasgow2018.com. Please note that due to circumstances beyond our control and/or the limitations of our systems, such notification and information may not be provided prior to the anticipated start time of the Session. Please check your email and the above website prior to making your journey to a Session.
- 18.8. All refunds will be as set out in the relevant Ticketing Partner's Purchase Policy. Please read the relevant Ticketing Partner's Purchase Policy before making an application for a refund.

19. Your rights

Nothing in these terms affects your rights under law. For more information on these rights please contact a lawyer experienced in agreements of this nature, or your local Citizen's Advice Bureau (or equivalent).

20. Breach of these terms and liability

- 20.1. If you breach these terms then we, and/or venue operators, shall have the following rights:
 - 20.1.1. to invalidate your ticket;
 - 20.1.2. to remove you from the Session which you are attending;
 - 20.1.3. to invalidate any other tickets you have purchased or hold;
 - 20.1.4. to refuse your entry to any Session forming part of the Championships; and/or
 - 20.1.5. to claim damages from you in respect of your breach of these terms.
- 20.2. If you breach these terms we may also pass information concerning you to persons responsible for the enforcement of the law, and/or who have an interest

in the proper management of the Championships. They may use this information to take action against you in relation to your breach.

- 20.3. If you cause us to incur loss, damage, costs or expense due to your breach of these terms or otherwise (for example due to a failure to exercise proper care), then you shall be liable to us for this.
- 20.4. If you cause any other person to incur loss, damage, costs or expense due to your breach of these terms or otherwise (for example due to a failure to exercise proper care), then you shall be liable to that other person for this.
- 20.5. We shall not be liable for any loss, damage, costs or expense which is not caused by us. This includes any injury arising from any item leaving the field of play and colliding with you.
- 20.6. Our service providers (for example the operators of venues) shall not be liable for any loss, damage, costs or expense which is not caused by them.
- 20.7. You shall be solely responsible for ensuring the safety and security of any items you bring to a venue. We shall not be liable to you if any such item is lost or stolen.
- 20.8. Our total liability to you is limited to refunding the price paid by you for the ticket, including any per ticket service charge but excluding any per order handling fee.
- 20.9. Except as expressly stated in these terms, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 20.10. Nothing in these terms seek to exclude or limit our liability for death or personal injury caused by our negligence, fraud or other type of liability which cannot be excluded or limited by law.

21. General

- 21.1. If there is a conflict between these terms and our Ticketing Partners' Purchase Policies; any special terms and conditions which may be displayed on our Ticketing Partners' websites; or venue terms and conditions, these terms will prevail.
- 21.2. If we delay or fail to enforce any rights it shall not mean that we have waived our right to do so at any subsequent time.
- 21.3. If any part of these terms is deemed by a court to be unenforceable, the remainder of the terms shall not be affected.
- 21.4. These terms shall be construed in accordance with Scottish law and the courts of Scotland shall have exclusive jurisdiction in relation to any matter concerning these terms.