Ticketmaster UK - Gift Card Terms and Conditions

These Terms and Conditions form your agreement in relation to your Ticketmaster stored value Gift Card that you have purchased or received. Please read these Terms and Conditions carefully before you use your card. If there is anything you do not understand or do not agree with, please contact customer services using the <u>online contact form</u>. These Terms and Conditions incorporate our <u>Terms of Use, Privacy Policy</u> and our <u>Purchase Policy</u> by this reference.

1. GENERAL

- 1.1. Your Ticketmaster Gift Card and/or e-Gift Card ("Gift Card") is issued by Ticketmaster UK Limited, a company registered in England and Wales (company number 02662632) whose registered office is 30 St John Street, London, EC1M 4AY, with VAT registration number GB766098489 ("Ticketmaster", "we", "us", "our").
- 1.2. Unless stated otherwise in these Terms and Conditions, all Terms and Conditions which apply to Gift Cards also apply to e-Gift Cards.
- 1.3. Any purchase of a Gift Card from us is subject to:
 - a) these Terms and Conditions;
 - b) the Voucher Express terms and conditions, found here; and
 - c) any special terms and conditions which may be displayed on our website.
- 1.4. Your contract for purchase of a Gift Card starts once we have confirmed your purchase and expires upon either:
 - a) you spending all of the balance of the Gift Card; or
 - b) your Gift Card expiring,
 - whichever happens earlier.
- 1.5. Any purchases for Gift Cards made via participating retailers where applicable, may be subject to additional terms and conditions. You are responsible for making yourself aware of any such additional terms and conditions at the point of purchase.
- 1.6. All purchases are subject to payment card verification and other security checks, your transaction may be cancelled if it has not passed our verification process.
- 1.7. The Gift Card contains the monetary value which was paid, in advance, at the point of purchase. It is not a credit card, charge card, cheque guarantee card, or debit card and the balance on your Gift Card will not earn any interest.
- 1.8. Your Gift Card is valid for twelve (12) months from the date of activation. You will not be able to use your Gift Card once it has expired or claim a refund of any unused funds. Once the monetary value loaded onto your Gift Card at the time of purchase has been used, your Gift Card cannot be reloaded.
- 1.9. Your Gift Card has no cash redemption value and cannot be exchanged for cash.
- 1.10. To purchase Gift Card(s) from us, you must (i) be at least 18 years old (or the age of legal capacity in the country of purchase) and able to enter into legally binding contracts and/or (ii) have the permission of a parent or legal guardian.
- 1.11. The Gift Card cannot be combined with any gift certificates or other coupons without our prior written approval or unless combined in a manner as set out in clause 3.5 of these Terms and Conditions. Gift Cards may not be used in connection with any marketing, advertising or promotional activities without our prior written approval and may not be sold other than through our authorised channels. We reserve the right to limit quantities of Gift Cards purchased by any person or entity. We further reserve the right to cancel a Gift Card if we believe that the Gift Card was obtained through fraudulent or unauthorised means.
- 1.12. If you allow another person to use your Gift Card, or you have purchased the Gift Card as a gift for another person, you must tell that person that they will be subject to these Terms and Conditions.

2. CARD PURCHASE AND ACTIVATION

- 2.1. You can purchase a Gift Card from Ticketmaster online at www.www.ticketmastergiftcard.com, or in store at any participating retailer where applicable.
- 2.2. If purchased from a participating retailer, your Gift Card will be activated and ready to use at the point of purchase. Otherwise, your Gift Card will be activated and ready to use within a maximum of one (1) working day from the date of purchase (and usually within one (1) hour).

3. WHAT CAN YOU BUY WITH YOUR CARD

- 3.1. The Gift Card may only be used for purchases in the United Kingdom, online at <u>ticketmaster.co.uk</u>, for tickets to participating events taking place in the UK and other event-related products ("Ticketmaster Products").
- 3.2. You cannot use your Gift Card to buy ticket insurance, resale tickets where resale is available, to buy any goods or services other than Ticketmaster Products or to buy any goods or services on any third-party website, even if the website is linked from Ticketmaster (e.g. ticketweb.co.uk or universe.com).
- 3.3. Ticketmaster sells tickets and associated products and/or services on behalf of our Event Partners (as defined in our <u>Purchase Policy</u>), who organise or provide the event and/or from whom we obtain tickets and/or associated products or services to sell to you. Please note that we are not responsible for organising or delivering the events themselves.
- 3.4. We sell tickets allocated to us by Event Partners. The quantity and type of tickets allocated or made available for sale by us varies on an event by event basis. Ticketmaster does not control this inventory or its availability. Where Ticketmaster does not have an allocation of tickets of a particular type (e.g. accessible tickets) for an event or an allocation of any tickets whatsoever for a particular event, the Gift Card may not be used in relation to the relevant ticket type(s) or particular event(s).
- 3.5. A payment for Ticketmaster Products can be made partly using the Gift Card and partly by other accepted payment methods (for example, credit or debit cards, please see our Purchase Policy for full details). The full value of any unused funds remaining on the Gift Card must be exhausted before another payment method will be accepted in respect of the remaining value of the transaction.
- 3.6. When using your Gift Card for online transactions you will need the 3 digit security number specified in the email which contains, or written on the reverse of, your Gift Card in order to complete the transaction.

4. CANCELLATION

- 4.1. If you have purchased your Gift Card online and are contracting with Ticketmaster as a consumer, you can cancel your Gift Card purchase and receive a full refund of the price paid for a period of fourteen (14) days beginning on the date of receipt of your Gift Card (which, other than for e-Gift Cards, will be deemed to be five (5) workings days after the date of purchase). You may also be entitled to a refund of any applicable delivery charges.
- 4.2. To cancel your Gift Card purchase, please complete and submit our cancellation form here. Further details regarding your cancellation rights are set out in our cancellation information. You will need to provide the order number given to you at the time of purchase, which can be found in your order confirmation email.
- 4.3. Other than as set out above, or unless otherwise permitted by law, we regret that Gift Cards cannot be exchanged or refunded after purchase.
- 4.4. If you did not purchase your Gift Card online and have a question about cancelling your Gift Card, please contact your original point of purchase.

5. PERSONALISED E-GIFT CARDS

5.1. We want everyone to enjoy using the Ticketmaster Personalised e-Gift Card service but there are certain rules and restrictions that govern its use.

- 5.2. By uploading an image to Ticketmaster's e-Gift Card system, you agree that you have permission to use the image for this purpose. This will mean that you either own the copyright in the image or that you have a licence to use the image for this purpose.
- 5.3. Your image must not be offensive, profane, indecent, pornographic, be intended to threaten, cause offence, annoyance, embarrassment or distress to any person, shall not promote discrimination based on race, sex, nationality, disability, sexual orientation or age or that in our opinion might incite hatred or violence.
- 5.4. All uploaded images are reviewed by a member of Ticketmaster staff or a third party engaged directly by Ticketmaster. Ticketmaster reserves the right to reject or remove any image that in our absolute discretion does not comply with clause 5.3 above or that is otherwise in breach of these rules.
- 5.5. Ticketmaster shall only use your image for the delivery of your e-Gift Card to your chosen recipient.
- 5.6. Your image will be available for 6 months after the purchase of your e-Gift Card, or 1 month after collection of the e-Gift Card (whichever comes first). After this time the image you uploaded will be deleted.
- 5.7. You agree to fully indemnify Ticketmaster in respect of all liabilities, damages, claims, actions, expenses (including reasonable legal fees), demands or costs incurred by Ticketmaster as a result of any breach by you of these rules.

6. CHECK YOUR BALANCE

6.1. You can check the amount of unused funds you have left on your Gift Card <u>online</u> or by calling 0844 847 1640.

7. CARD SECURITY

- 7.1. You should treat the Gift Card as if it were cash. If you lose your Gift Card you may lose any unused funds on it in just the same way as if you lost your wallet.
- 7.2. Your Gift Card number and the 3 digit security number should be kept secret at all times and should not be disclosed to anyone other than to Ticketmaster, or staff at participating retailers where applicable.

8. RIGHT TO TERMINATE, CANCEL OR REFUSE A TRANSACTION

- 8.1. Ticketmaster may cancel your Gift Card, or refuse a transaction if we suspect the Gift Card is being used fraudulently, or in an unauthorised or illegal manner, or if we have reason to believe that you are in breach of these Terms and Conditions.
- 8.2. Ticketmaster can terminate the agreement between us and refund any unused funds to you at any time if we give you thirty (30) days' notice.

9. YOUR PERSONAL INFORMATION

9.1. Any personal information which you may from time to time provide in connection with your Gift Card shall be processed in accordance with Ticketmaster's Privacy Policy.

10. LIMITATION OF LIABILITY

- 10.1. Ticketmaster will not accept liability for Gift Cards which are lost, stolen, destroyed or used without permission, unless Ticketmaster has caused this by its negligence.
- 10.2. Ticketmaster will not be liable for any loss, injury or damage to any person (including you) or property howsoever caused (including by us):
 - a) in any circumstances where there is no breach of a legal duty of care owed by us;
 - b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from our negligence);
 - c) to the extent that any increase in any loss or damage results from breach by you of any of the terms of these Terms and Conditions or your negligence.

- 10.3. To the extent permitted by law, Ticketmaster shall not be liable for loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings; loss of data or use of data; or consequential, special or indirect loss or damage, even if it has been advised of the possibility of such loss or damage.
- 10.4. Subject to these Terms and Conditions, Ticketmaster shall have no liability to you beyond the amount of unused funds which remain on the Gift Card on the earlier of the date on which:
 - a) the Gift Card is cancelled by Ticketmaster; or
 - b) this agreement is terminated by Ticketmaster; or
 - c) the Gift Card expires.
- 10.5. Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence, fraud or other type of liability which cannot by law be excluded or limited.

11. UPDATES TO THESE TERMS AND CONDITIONS

11.1. Ticketmaster may update these Terms and Conditions from time to time. We will notify you of any change to these Terms and Conditions as required by law. We will also post an updated copy on our website. Please check our website periodically for updates.

12. QUERIES, COMPLAINTS AND DISPUTE RESOLUTION

- 12.1. If you have any queries or complaints regarding your purchase you should:
 - a) if you purchased your Gift Card via Ticketmaster online, contact Voucher Express via email at voucherexpress@ticketmastergiftcard.com quoting your order number given to you in your confirmation email. Some complaints can take up to twenty-eight (28) days to resolve, but we will get back to you as soon as possible; or
 - b) if you purchased your Gift Card from any authorised third party, contact your original point of purchase.
- 12.2. If your query relates to the redemption of your Gift Card, please contact Ticketmaster customer services using the <u>online contact form</u>.
- 12.3. If any dispute arises, we shall use our reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to you and us. Please note, some complaints can take as long as 28 days to resolve.
- 12.4. Although this does not restrict your rights to pursue court proceedings, if we are unable to settle any dispute by negotiation within twenty-eight (28) days, you and we may attempt to settle it by mediation. To initiate mediation a party must give written notice to the other parties to the dispute requesting mediation. The mediation shall be conducted in accordance with the STAR Code of Practice and Dispute Resolution Procedure current at the date of the referral which sets out the procedures to be adopted, the process of selection of the mediator and the costs involved, and which terms are deemed incorporated into this agreement.

STAR can be contacted at: PO Box 708 St Leonard's Place York YO1 0GT

Telephone: +44 1904 234737 Email: info@star.org.uk

13. MISCELLANEOUS

13.1. Any delay or failure to exercise any right or remedy under this agreement by Ticketmaster shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

- 13.2. We shall be entitled to assign our rights and obligations under these Terms and Conditions provided that your rights are not adversely affected.
- 13.3. If any provision of these Terms and Conditions is found by a competent court to be illegal, invalid or unenforceable, that provision shall be deemed to be omitted from these Terms and Conditions and this shall not prevent or impair the legality, validity or enforceability of the other provisions of these Terms and Conditions.
- 13.4. This agreement does not create any right enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999 ("Act"), but does not affect any right or remedy that a third party has which exists or is available apart from that Act.
- 13.5. All of these Terms and Conditions are governed by English Law and any disputes arising out of any transaction with Ticketmaster are subject to the exclusive jurisdiction of the English Courts.