

TERMS & CONDITIONS

These Conditions govern all Tickets issued for the Event and the admission to the Venue and should be read in accordance with the Site Rules and the conditions of the Official Ticketing Agent. All capitalised terms used in these Conditions shall have the meanings given to them in paragraph 55 of these Conditions. All Tickets are issued either by us or on our behalf. Any person who purchases, possesses, uses or attempts to use any Ticket shall be deemed to have accepted and agreed to comply with these Conditions. In the case of any conflict or ambiguity between these Conditions and the Site Rules or conditions of the Official Ticketing Agent, these Conditions will prevail.

Ticket Purchase and Delivery

1. Tickets may only be purchased from us (via the Official Ticketing Agent) or through any other sale or transfer mechanism authorised in writing by us. Tickets purchased or obtained from any other source shall be void and may be seized or cancelled without refund or compensation.
2. We reserve the right to limit, at the time of purchase, the maximum number of Tickets that any person may purchase for the Event. Tickets may be limited to a maximum number per person, per payment card and/or per household. We reserve the right to cancel without prior notice any Tickets purchased in excess of this number.
3. The nominated payment card or the registered bank account used to purchase Tickets must be registered in the name and address of the Ticket Purchaser. We reserve the right to refuse any application for Tickets from any person who fails to comply with this condition or to cancel any Tickets purchased in breach of this condition.
4. To prevent fraud and protect both you and us, either we or the Official Ticketing Agent may carry out checks and/or you may be asked to provide additional information (such as a copy of a credit or debit card statement) after your booking so we can verify your purchase. If we or the Official Ticketing Agent suspect fraud, we may cancel any order for Tickets.
5. Once payment in full has been received by us or by the relevant the Official Ticketing Agent, the Ticket Purchaser will be provided, by email, with a confirmation of the sale and a booking reference number.
6. The sale or other issuance of any Ticket is final and non-refundable except as outlined in paragraphs 16-23 of these Conditions or as required by applicable law. We reserve the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, or any Ticket which is unreadable or incomplete. Keep your Ticket safe.
7. We reserve the right to issue Tickets in hard copy or via email as e-tickets.
8. Hard copy Tickets will be delivered to the billing address of the Ticket Purchaser. Hard copy Tickets will not be delivered to any other address. Post office boxes (or similar) are not acceptable addresses for the delivery of hard copy Tickets. E-tickets will be issued via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application.
9. If any Tickets have not been received 7 days before the Event, it is the responsibility of the Ticket Purchaser to contact the relevant customer service centre (details of which are listed at <https://www.yamcarnival.com/tickets>) quoting the booking reference number given to the Ticket Purchaser at the time of the confirmation of sale.

10. If, in our opinion, there is not enough time to deliver hard copy Tickets to the Ticket Purchaser before the Event, Tickets will be issued as e-tickets or (at our election) the Ticket Purchaser will be advised of the arrangements for the collection of hard copy Tickets from the Venue. Only the Ticket Purchaser may collect the Tickets and only upon presentation of the relevant booking reference number, the payment card used to purchase the Tickets and photographic proof of identity (driver's licence or passport).
11. It is your responsibility to check your Tickets and booking confirmation and inform us immediately of any inaccuracies; mistakes cannot always be rectified. We cannot accept any liability if we are not notified of any inaccuracy in any documentation within 5 days of purchase.

Ticket Use & Prohibitions on Transfers

12. Save as set out in paragraph 13 below, Tickets are strictly non-transferable and must not be sold or offered, exposed or made available for sale, or transferred or otherwise disposed of. We reserve the right to cancel without refund any Tickets issued to a Ticket Holder whom we believe plans to offer a Ticket for resale otherwise than in accordance with these Conditions.
13. If more than one Ticket is issued to a Ticket Purchaser, the Ticket Purchaser must retain one Ticket for his/her personal use. Any remaining Tickets may only be used by a natural person who is known to the Ticket Purchaser personally (and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket) and who is intended to accompany the Ticket Purchaser to the Event and subject to the following conditions:
 - a. the sale, transfer or disposal of any such Tickets must not be for a value greater than the Original Sale Price of the Ticket;
 - b. the Ticket must not be offered publicly (including on any website) whether for sale, as a gift or donation or any other means of transfer; and
 - c. the sale, transfer or disposal must be made strictly subject to these Conditions (and the transferee's acceptance thereof) which shall be binding upon the transferee in full as if the transferee was the Ticket Purchaser, save only that such transferee shall have no right to transfer the Ticket under this paragraph 13 nor any right to a refund under paragraphs 16 - 23 of these Conditions.
14. Notwithstanding paragraph 13 above, it is an essential condition of the issuance of each and every Ticket and the right of admission to the Venue that, the Ticket must not be:
 - a. transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business;
 - b. transferred, used or otherwise disposed of:
 - i. in relation to any promotional or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise); or
 - ii. to enhance the demand for any other goods or services;
 - c. transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or
 - d. combined with any other good(s) or service(s) (including as part of any hospitality, accommodation or travel package or service), in each case without our prior written approval.

15. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of paragraphs 12, 13 or 14 of these Conditions may be cancelled and any person seeking to use the Ticket may be refused admission to or be evicted from the Venue without refund or compensation and may also be liable to legal action, even if the Ticket Holder did not have prior notice of these Conditions or the breach thereof.

Refunds & Cancellation

16. Tickets are sold subject to our right to alter or vary the published Event programme without notification which may result in changes to the performance line-up, playing times or any other aspect of the Event. We reserve all rights in this regard. Any published start times of a performance at the Event are estimates and subject to change. We shall not be liable for any change of a published start time or change to the artists scheduled to perform. No scheduled acts may be considered as headline acts regardless of their relative fame or prominence in the billing and so cancellation by an artist or performer will not entitle you to a refund.
17. We reserve the right to make alterations to the time, date, duration and Venue of the Event or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation), Force Majeure, safety and security concerns or decisions from any Authorised Person or other competent authority. In the event of such alteration, neither we nor the Official Ticketing Agent will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraph 20 of these Conditions.
18. As soon as possible after we become aware of postponement, rescheduling or cancellation of the Event, all available information will be posted on <https://www.yamcarnival.com> but it is the responsibility of the Ticket Holder to ascertain whether the Event has been postponed, rescheduled or cancelled and any new dates, times, and venue.
19. A Ticket will not be exchanged or refunded if:
- a. after the Event has started, it is stopped for any reason and is not completed the same day;
 - b. on any day of the Event, the start time is delayed for any reason;
 - c. the start time (but not the date) of the Event changes after the date the Ticket was purchased; or d. the Ticket is used for entry into the Venue.
20. We shall only be required to refund a Ticket Purchaser (on application by the Ticket Purchaser) with the Face Value of the relevant Ticket, in the following circumstances:
- a. if the Event is cancelled before the Event has started;
 - b. if the Ticket is for an Event which is postponed before the Event has started and the Event is rescheduled to another date (whether at the Venue or at a different venue) subject to the Ticket Purchaser's election under paragraph 21 of these Conditions; or
 - c. if the Ticket Purchaser is otherwise entitled to a refund under applicable law.
21. If the Event is postponed before the Event starts and the Event is rescheduled to another date (whether at the Venue or at a different venue), the Ticket Holder may elect to either:
- a. use the existing Ticket for the rescheduled Event if the Event is rescheduled for another date but at the Venue; or

- b. if the Event is rescheduled to a different venue and there are insufficient Tickets available, or the Ticket Holder is unable to attend any rescheduled Event (whether at the Venue or at a different venue), the Ticket Purchaser shall be entitled to apply for a refund pursuant to sub-paragraph 20.b) of these Conditions.
- 22. We shall not be required to refund any fees or charges paid in addition to the Face Value of the Ticket (for example, any Handling Fee or postage or courier charges) except where required by applicable law. No interest or costs will be payable in respect of any monies refunded.
- 23. Where paragraph 20 of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If we initiate a refund process under sub-paragraphs 20.a), 20.b) or 20.c) of these Conditions, the Ticket Purchaser will be advised of the process and the prescribed deadline for refund applications through the media or via direct communication within 14 working days of the cancellation or rescheduling of the Event. The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket in order to be eligible for a refund. We shall not be required to issue a refund in relation to any Ticket which we reasonably believe has been the subject of a sale, transfer or disposal in breach of paragraphs 12 or 14 of these Conditions.
- 24. Promotions, deals or discounted offers are provided at our discretion. All such offers are subject to availability and may be withdrawn by us at any time. Retrospective refunds are not permitted against any offer or promotion advertised after a booking is made.

Venue Entry & Requirements

- 25. These Conditions incorporate the Site Rules. If any Ticket Holder fails to comply with the applicable Site Rules, the Ticket Holder may be refused admission to or evicted from the Venue without refund or compensation.
- 26. The Event is not suitable for children. You must be 16 or over to attend – proof of identity and age must be provided on request at the admission gate to the Venue.
- 27. Admission to the Venue will only be authorised upon presentation of a valid Ticket and (if we and/or any Authorised Representative require) photographic proof of identity and proof of age (driver's licence or passport). One Ticket will be required for each person, regardless of age. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of any performance, nor is any representation or warranty given as to the quality, content or duration of the Event.
- 28. No re-admission is permitted for Ticket Holders. Please ensure you have everything before entering the Venue.
- 29. For the purposes of safety, security and/or checking compliance with these Conditions, each Ticket Holder shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including by producing a valid Ticket and photographic proof of identity and proof of age (driver's licence or passport)).
- 30. A Ticket Holder may be requested to submit to a body check and/or a search of his/her possessions and/or vehicle for the purposes of locating and removing any Prohibited Item, and any refusal by the Ticket Holder may result in refusal of admission to or eviction from the Venue without refund or compensation. Sniffer dogs will patrol the queues prior to admission to the Venue and any Prohibited Items will be removed, which may result in the Ticket Holder being refused entry to or evicted from the Venue without refund or compensation.
- 31. We and/or any Authorised Person may refuse admission to or eject from the Venue without refund or compensation any Ticket Holder who:

- a. is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or is behaving, or considered by any Authorised Person likely to behave, violently, harmfully or in a manner contrary to public order and/or safety;
- b. brings or attempts to bring into the Venue, possesses or uses within the Venue or in the vicinity thereof any Prohibited Item including, without limitation, Chinese lanterns; candles, paraffin lamps, chemical toilets; sound systems; generators; BBQs; glass bottles; liquids; drones; laser pens; selfie sticks; large bags and/or backpacks; unofficial high vis jackets; potential weapons of any kind; poppers, new psychoactive substances and nitrous oxide (also known as laughing gas or balloons) and/or associated paraphernalia; illegal substances; fireworks; compressed gas containers aerosols (including deodorants, antiperspirants, hairspray, dry shampoo, suntan lotion or skin moisturiser); flares; air horns; smoke bombs; flag sticks; banners, signs or materials displaying political, religious, offensive or race-related messages, slogans or images; any item that an Authorised Person considers dangerous, hazardous and/or illegal or that may 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; animals (other than guide dogs); any tripods or video camera equipment whatsoever (whether or not for personal use); any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing audio, or still or moving pictures) other than for personal use; any objects bearing trademarks or other kinds of promotional signs and messages (of whatever nature) which we or any Authorised Person believes are for promotional purposes (and any Prohibited Items may be removed, confiscated and/or destroyed even if the item itself is not illegal without compensation at the discretion of any Authorised Person);
- c. brings or attempts to bring into the Venue any food or beverages;
- d. brings or attempts to bring into the Venue, sells, possesses or uses within the Venue or in the vicinity thereof any sponsorship, promotional or commercial items or materials (of whatever nature) without our prior written authorisation (and the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within the Venue);
- e. whilst within the Venue or the vicinity thereof, engages in any form of activity related to marketing or advertising (including, for the avoidance of doubt, ambush marketing), or conducts any commercial activity whatsoever, or offers (either for free or for sale), sells or possesses items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without our prior written authorisation (and any such items may be removed, confiscated and/or destroyed without compensation at our discretion and/or the discretion of any Authorised Person);
- f. whilst within the Venue or vicinity thereof, engages in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object at any person, instigates violence, demonstrates racism or xenophobia, behaves in a way that any reasonable person may interpret as provocative, threatening, discriminatory and/or offensive, creates or poses any threat to the life or safety of themselves or any other person(s), or harms any other person(s) in any way, or unreasonably obstructs the viewing of other spectators;
- g. whilst within the Venue, enters or circulates in restricted access areas or other areas where that person is not allowed access to; or climbs lighting masts, fences, roofs and other apparatus or constructions;
- h. whilst within the Venue, damages, interferes with or tampers with any property of any third party;
- i. whilst within the Venue, smokes in any area where smoking is not permitted;
- j. is suspected of committing, or having committed, or being likely to commit, a criminal offence in or about the Venue; and/or

- k. whilst within the Venue or the vicinity thereof, fails to comply with instructions from us and/or any Authorised Person, or refuses a security search.
32. Valid Tickets may be exchanged for Wristbands on entry into the Venue (if applicable). Wristbands cannot be issued until the day / date as stated on the Ticket and are only issued directly to the Ticket Holder on production of photographic ID (driver's licence or passport). It is not possible to collect Wristbands on behalf of other people and all Wristbands must be placed and secured on the individual's wrist directly by our staff. Your Wristband will be invalidated if any part of it is removed, detached, altered or defaced. Wristbands will not be reissued or replaced regardless of whether you still have your Ticket.
33. Ticket Holders must retain their Tickets and/or wear their Wristbands at all times whilst within the Venue and Tickets and/or Wristbands must be produced for inspection upon our request and/or the request of any Authorised Person. Failure to do so may result in the Ticket Holder being ejected from the Venue without refund or compensation.
34. The Ticket Holder is responsible for his/her own personal property brought to and into the Venue. Neither we nor, the Official Ticketing Agent, the Owner of the Venue nor any Authorised Person accepts any responsibility for any loss, theft or damage of a Ticket Holder's personal property.

Media & Recordings

35. Photographs or any other recordings of sound or images taken by a Ticket Holder within the Venue may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private, non-commercial and non-promotional purposes and in any event not for commercial gain, disseminate at any time, over the internet, radio, television and/or any other current and/or future form or type of media, any sound, image, description of the Event (in whole or in part) including (without limitation) any such content made, recorded or captured in still or moving form by mobile phones or by any other form of wireless and/or portable device, and shall not assist any other person(s) in the conduct of such activities. Any recording or transmitting equipment (including professional cameras), unauthorised photos, recordings, tapes, films or similar items may be confiscated and/or destroyed by us.
36. Each Ticket Holder attending the Event:
- a. acknowledges that he/she is likely to be filmed, recorded and/or photographed and the resulting content publicly disseminated across a range of media (including social media) for promotional purposes;
 - b. acknowledges that the police and/or security staff may carry out filming for the security of Ticket Holders and the prevention of crime;
 - c. agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness captured whilst present at or about the Venue (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) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
 - d. acknowledges and agrees that we are 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 or images taken within the Venue (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and

- e. hereby unconditionally and irrevocably grants to us a perpetual, exclusive, freely assignable and royalty-free licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder within the Venue in breach of paragraph 35 of these Conditions.

General

- 37. Warning – Prolonged exposure to loud noise may cause damage to your hearing. Please be aware that strobe lighting, pyrotechnics, lasers, smoke machines and other special effects may be used during the Event.
- 38. No trading is allowed anywhere within the Venue or in the vicinity thereof without our prior written authorisation (and the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within the Venue) and the responsible Ticket Holder could be evicted from the Venue without refund or compensation.
- 39. The Event operates licenced bars and you need to be over the age of 18 to purchase alcohol at the Event. Please be aware that if we think that you look 25 years old or younger you may be asked to provide proof of age and if you are unable to do so you will not be served alcohol.
- 40. Access to each designated area within the Venue is subject to capacity and we accept no liability and will not offer any Ticket refunds if a Ticket Holder is unable to attend a specific performance listed on the schedule.
- 41. We take the needs of Ticket Holders who are disabled or who have other access requirements very seriously and actively encourage people of all abilities to attend the Event. If you have access requirements for the Event, please purchase your Ticket(s) through Ticketmaster and ensure that you register your requirements with their accessibility team at the point of purchase.
- 42. Nothing in these Conditions seeks to exclude our liability or that of the owner of the Venue or any Authorised Person for death or personal injury caused by its negligence, fraud or other type of liability which cannot be excluded or limited by law.
- 43. Subject to paragraph 42 above, neither we nor the Official Ticketing Agent shall have any liability to a Ticket Holder beyond the Face Value of the Ticket Holder's Ticket. Neither we nor the Official Ticketing Agent shall be responsible to the Ticket Holder for any indirect losses or damages including, but not limited to, loss of enjoyment, goodwill and/or travel or accommodation expenses. Personal arrangements including travel, accommodation or hospitality relating to attendance at the Event which have not been purchased from us are at the Ticket Holder's own risk.

The Ticket Holder acknowledges that their personal information (as provided by the Ticket Purchaser) may be used for the purposes of the implementation of these Conditions subject to applicable law, including for administration, communication, enforcement and access control purposes, in accordance with our Privacy and Cookies Statement (<https://yamcarnival.com/privacy-policy/>). We may share relevant information with third parties as may be generally and reasonably necessary for the proper and efficient staging of the Event.

- 44. In the event that any provision of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such provision had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.
- 45. We reserve the right to make amendments to these Conditions from time to time at our sole discretion (including, without limitation, by amending or supplementing the Site Rules and/or the list of Prohibited Items).

46. Any information requests or other correspondence in relation to these Conditions should be addressed to: hello@eventhorizont.com
47. Any breach of any these Conditions may result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or his/her eviction from the Venue, in each case without refund or compensation in addition to any other remedy that we may have, even if the Ticket Holder did not have prior notice of the Condition or the breach. No failure or delay by us 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.
48. All Tickets and Wristbands (and the copyright in all Tickets and Wristbands) remain our property. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets and Wristbands must, upon the request of any Authorised Person, be delivered up to that Authorised Person. Such actions are without prejudice to other remedies which we may have.
49. These Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Conditions which is not already set out in these Conditions.
50. Any person (other than us, the Official Ticketing Agent, the owner of the Venue or any Authorised Person) not party to these Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999.
51. These Conditions will be governed by and interpreted in accordance with English law. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at the Event will be submitted to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, we reserve 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.
52. These Conditions shall not affect a person's statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice or the Department for Business Innovation and Skills.
53. To the fullest extent permissible in law, we shall be entitled to assign all and any of our rights and obligations under these Terms and Conditions, provided that your rights are not adversely affected.

Definitions

55. When used in these Conditions, the following capitalised terms shall have the following meanings:

"Authorised Person(s)" means collectively all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event or the Venue, and their respective staff, officials, representatives, officers and volunteers;

"Conditions" means these terms and conditions and the Site Rules which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on our behalf from time to time;

"Event" means South West Four;

"Face Value" means the specified price of the Ticket only (including United Kingdom value added tax thereon) as stated on the relevant Ticket, and excludes any Handling Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including postage or courier charges);

"Force Majeure" means any cause beyond our control including, without limitation, an act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, royal mourning, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements and/or acts or regulations of national or local governments, or the threat of any of the aforementioned;

“Handling Fee” means the fee payable per Ticket transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order (including United Kingdom value added tax thereon);

“Official Ticketing Agent” means our official appointed ticket agent(s) for the Event, acting as our agent;

“Original Sale Price” means the specified price of each Ticket plus any Handling Fee (or part thereof) and other charges necessary to effect the sale or trade of that Ticket (including postage or courier charges);

“Prohibited Item(s)” means any items which we or any Authorised Person deem to be dangerous or inappropriate including (without limitation) those items specified in sub-paragraphs 31(b)(c) and (d) of these Conditions.

“Site Rules” means all rules relating to the Venue made known to you by us or by any third party on our behalf whether in writing, online or otherwise (including on display at the Venue);

“Ticket” means any ticket (whether a hard copy ticket or an e-ticket) evidencing a personal revocable licence from us for an individual to attend 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 or any person to whom the Ticket was issued or transferred;

“Ticket Purchaser” means the individual who has purchased a Ticket or Tickets through the Event’s official ticket programme;

“Venue” means the entire premises of Clapham Common where the Event is scheduled to take place including all adjacent and surrounding areas used or controlled by us in connection with the staging of the Event; and

“We” means Event Horizon Entertainment Limited (05152712);

“Wristband” means any valid wristband given to a Ticket Holder in exchange for their Ticket at the Event, which may be embedded with an RFID chip if it’s a cashless Event.

Dated 4th March 2020