

ROD STEWART AT YORK RACECOURSE 1 JUNE 2019

TERMS & CONDITIONS OF PURCHASE OF PACKAGES

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 are set out in the Advertisement

Hospitality any hospitality, services, entertainment, catering and/or drinks element of any type, 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 – please note these supersede any other Terms and Conditions on our Website which relate to racing events

Ticket a ticket for an Event

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

UK the United Kingdom

Venue the venue where the Event takes place

Vouchers vouchers or equivalent documentation for Accommodation, Merchandise, Travel, Hospitality and/or any other products or services

We/us York Racecourse Knavesmire LLP Company Number OC332112, VAT Number 169 8306 26

Website www.yorkracecourse.co.uk and any other websites owned or controlled by York Racecourse 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

ROD STEWART AT YORK RACECOURSE 1 JUNE 2019

TERMS & CONDITIONS OF PURCHASE OF PACKAGES

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 be set out in the Advertisement and 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 <https://www.yorkracecourse.co.uk/privacy-notice.html>.

3 ORDERING PROCESS

3.1 When you place an order to purchase Package(s) from us 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:

1. we process your debit/credit card details successfully if you have chosen to pay by debit/credit card; or
2. if you have requested we issue you with an invoice in respect of such Package or Packages, when we issue such invoice; or
3. 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 with you 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 (including, without limitation, whether or not such address is located in the UK); (d) the proximity of your delivery address to the Venue; and (e) any restrictions imposed by the Venue.

3.4 If the delivery address provided by you at the time of booking is located IN THE UK we will, within the 14 day period prior to the Event taking place, either:

1. 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;

ROD STEWART AT YORK RACECOURSE 1 JUNE 2019 TERMS & CONDITIONS OF PURCHASE OF PACKAGES

2. 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
3. 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, unless, for reasons outside of our reasonable control, we are unable to 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) prior to the Event, in which case 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.

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 01904 620911.

3.5 If the delivery address provided by you at the time of booking is located OUTSIDE THE UK, the Tickets, Vouchers and/or Merchandise (as applicable) which comprise the Package will NOT be posted to you in advance of the Event taking place. We will instead 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. If for reasons outside our reasonable control we are unable to, prior to the Event, make available for collection at the Venue the Vouchers and/or Merchandise (as applicable) (which are not intended for sole use in the Venue during the Event), we shall post such Vouchers and/or Merchandise to the delivery address provided by you at the time of booking within a reasonable time after the Event.

3.6 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 duplicate or replacement Vouchers will be issued. The issue of replacement Tickets is at our sole discretion. If we decide to issue a duplicate Ticket, we may charge you a reasonable administration fee.

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

3.8 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 where a resale has already occurred 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).

ROD STEWART AT YORK RACECOURSE 1 JUNE 2019

TERMS & CONDITIONS OF PURCHASE OF PACKAGES

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 below.

4.3 While we try and ensure that all prices on the Advertisement and/or Website are accurate, errors may occur. If we discover an error in the price of a Package you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order and paying the difference between the correct price and any amount already paid by you or cancelling your order. If we are unable to contact you, you agree that we may treat the order as cancelled. If you choose to cancel after you have already paid the incorrect price for a Package, you will receive a full refund from us.

5 PACKAGES

5.1 A Package may comprise a Ticket to an Event, Hospitality or Merchandise or Parking or any combination of the aforesaid as set out in the Advertisement.

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

6 TRAVEL AND ACCOMMODATION

6.1 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.

7 INSURANCE

You should have and maintain adequate travel insurance at the time of booking of any Package which requires overseas travel. You should 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 AND/OR TERMS AND CONDITION IMPOSED BY THE EVENT ORGANISER. Specific terms relating to the Event may be contained in the Advertisement.

8.3 You must produce a valid Ticket to gain access to an Event and you must keep possession of such Ticket at all times during the Event. Your Ticket may be invalidated and you may be refused admission if the Ticket is damaged, copied, defaced, or otherwise mutilated.

8.4 Tickets are personal revocable licences and shall at all times remain our property. Any Ticket obtained in breach of these Terms and Conditions, any applicable Special Conditions or the terms and conditions of entry to the Venue shall be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, the Venue without refund, and may be subject to legal action. Void Tickets are non-refundable.

ROD STEWART AT YORK RACECOURSE 1 JUNE 2019

TERMS & CONDITIONS OF PURCHASE OF PACKAGES

8.5 You must obey all reasonable notices and directions given by the Venue. You may only leave and then re-enter a Venue during an Event at the discretion of the Venue. Otherwise there shall be no re-admissions or pass-outs of any kind.

8.6 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 who 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.

8.7 You agree to abide by all other terms and conditions and any other rules, laws and safety regulations which may apply at the Venue.

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 alter the Package as reasonably necessary or substitute any element of it for a 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 using the details you provided at the time of booking 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 and it is your responsibility to ascertain whether an Event has been cancelled or rescheduled and the date and time of any rescheduled 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, or if there is a material change to the Event (being a change which we, acting reasonably, determine makes the Event materially different to the Event that purchasers of a Package, taken generally, could reasonably expect), you will be entitled to a refund of the elements of the Package not provided to you. Any elements of the Package that have been provided to you are non-refundable.

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 using the details provided when you booked 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

ROD STEWART AT YORK RACECOURSE 1 JUNE 2019

TERMS & CONDITIONS OF PURCHASE OF PACKAGES

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 negligent act or omission or our breach of statutory duty.

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

11.3 We will not be liable to you for any failure to perform our obligations under these Terms and Conditions where such failure is caused by an event beyond our control.

11.4 Subject to Clause 11.1, 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 indirect loss that is not reasonably foreseeable to both us and you when the order was made.

11.5 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.

11.6 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. For the avoidance of doubt, we shall not be liable for any costs, expenses or charges incurred by you over and above the Package Price (including but not limited to the costs of any travel or accommodation which are not included as part of the Package).

11.7 Nothing in these Terms and Conditions shall limit our liability for death or personal injury caused by our negligence, fraud or any other type of liability which cannot by law be excluded or limited.

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 any 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 transferred in breach of these Terms and Conditions, 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 also reserve the right not to fulfil any other aspect of the Package.

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.

ROD STEWART AT YORK RACECOURSE 1 JUNE 2019

TERMS & CONDITIONS OF PURCHASE OF PACKAGES

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 are 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 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: York Racecourse, Knavesmire Road, York, YO23 1EX, or by email to enquiries@yorkracecourse.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 cannot therefore be held responsible for their content.

19 GOVERNING LAW AND JURISDICTION

**ROD STEWART AT YORK RACECOURSE 1 JUNE 2019
TERMS & CONDITIONS OF PURCHASE OF PACKAGES**

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.