## The Ivors Classical Awards 2024 Ticket Sales Terms and Conditions



The purchase of tickets for and entry into The Ivors Classical Awards ("Event") is subject to the following terms and conditions and by submitting a booking form and attending the Event you agree that:

- 1. You accept these Terms and Conditions on your own behalf and on behalf of all attendees included in this booking.
- 2. You undertake to ensure that all attendees are aware of and comply with these Terms and Conditions and The Ivors Academy's <u>Code of Conduct for Event Participants</u>.
- 3. The Ivors Academy ("IA") will send you a confirmation upon receipt of your booking and payment of or issuance of an invoice in respect of the fee ("Fee") for such booking ("Confirmation"). You acknowledge that IA cannot be held responsible for Confirmations that are lost or stolen.
- 4. Only attendees expressly included in the Confirmation or otherwise expressly authorised by IA may attend the Event. Any unauthorised attendees, including any social media, PR or other marketing teams ("PR Team"), will be ejected from or refused entry to the Event.
- 5. You will carefully check the Confirmation on receipt and notify IA of any mistakes as soon as possible. You understand that mistakes cannot always be rectified on the day.
- 6. You are liable for the full fee upon receipt of your booking. Where IA invoices you for payment for tickets and/or tables, you agree that (a) where the Event is to take place more than thirty (30) days from the date of an invoice from IA relating to the same, you shall pay the Fee to IA within thirty (30) days of the date of such invoice; and (b) where the Event is to take place thirty (30) days or fewer from the date of an invoice from IA relating to the same, you shall pay the Fee to IA within thirty can be added as the same, you shall pay the Fee to IA immediately upon receipt of such invoice.
- 7. You will abide by the rules and regulations of the venue which are available at the venue and may be changed at the venue's discretion as well as any other terms or conditions which may be included in the Confirmation or with the ticket.
- 8. You acknowledge that taking part in any activity taking place during the Event is entirely at your own risk. You agree to comply with all reasonable safety and other announcements and/or directions whilst attending the Event and participating in any activity taking place during the Event.
- 9. IA has the right to alter or vary the programme for the Event or to reschedule or cancel all or part of the Event.
- 10. The Fee is non-refundable, and you are liable for the full fee, except in the event of cancellation or rescheduling of the Event by IA. In the event of such cancellation or rescheduling, IA will only refund a maximum of the Fee paid. IA shall not be liable for consequential losses you suffer as a result of the cancellation or rescheduling, including but not limited to, accommodation costs or travel expenses. IA will use reasonable endeavours to notify you of any cancellation or rescheduling but IA does not guarantee that you will be informed of such cancellation or rescheduling before the date of the Event and it is your responsibility to ascertain whether the Event has been cancelled or rescheduled.
- 11. No persons under the age of 18 may attend the event. You confirm that neither yourself, nor any of your guests, are under the age of 18 on the date of the event.
- 12. IA and/or the venue has the right to search all persons and personal property and refuse admission to, or eject from, the site any person who refuses to be searched by a security official.
- 13. IA or the venue has the right to refuse entry to the Event to any person without reason or to require them to cease participating in any activity. If you are found to be behaving in a manner deemed unsociable or potentially dangerous, in breach of these Terms & Conditions, the rules and regulations of the venue or any instructions or directions given to you by any official at the Event, you will be ejected from the Event without refund and, if appropriate, may be reported to the police.
- 14. Subject to clause 15, the tickets may not be resold or offered for resale by anyone, whether at a premium or otherwise, and may not be used for advertising, promotion (including contests and sweepstakes) or for any other trade purposes including, for the avoidance of any doubt, any publication via the internet or by any other means. Resale or attempted resale of a ticket will render the ticket void and the holder of any resold or transferred ticket may be ejected from or refused entry to the Event. Any other breach of these Terms and Conditions is grounds for seizure or cancellation of the ticket without refund or other compensation or ejection from the Event.
- 15. Admission to the venue and the Event is at your own risk. Neither the venue nor IA will be held liable for any loss, cost, expense, injury or damage sustained at the venue and/or the Event, subject to clause 16.
- 16. Nothing in these Terms and Conditions shall exclude either party's liability for (a) death or personal injury caused by negligence, (b) fraud or fraudulent misrepresentation, or (c) any other liability that cannot legally be limited by law.
- 17. You give your express consent to the use of, and hereby grant to IA a non-exclusive, irrevocable, perpetual, royalty-free, assignable, sub-licensable right and licence, without expectation of compensation or other remuneration, to

use, edit, copy, reproduce, distribute, display, advertise, promote, sell and otherwise commercialise your actual or simulated likeness in any photograph, film, video and/or audio recording of the Event and/or any element thereof in any/all media throughout the world (the "Materials") for non-fictional content purposes, in each case only in the context of your attendance at the Event (the "Licence"). You further grant us the right to sublicense the Licence for fictional content purposes, provided that any use by a third party of your identifiable image or likeness in connection with fictional content shall be subject to your prior consent.

- 18. Neither the venue nor IA has any responsibility for lost or stolen property.
- 19. You will not put-up banners, hand out flyers or otherwise trade or solicit trade at the Event without the prior consent of IA.
- 20. The unauthorised taking of photographs, videos or any other unauthorised recording at or of the Event is prohibited, whether by you or any third party on your behalf (including without limitation PR Teams). You agree that you shall destroy, or procure the destruction of, any such photographs, videos or other recordings immediately upon our request.
- 21. The following articles are not permitted within the venue illegal substances, weapons, dangerous or hazardous items, political or offensive materials, alcohol and such other items as IA or the venue may deem to be prohibited from time to time. Any person found in possession of such items may be refused entry into or ejected from the venue.
- 22. Confirmations merely give the right for the number of persons set out in the Confirmation to enter upon the stated terms. The Confirmations themselves shall remain the property of IA.
- 23. You agree that you have read and understood IA's Privacy Policy as published here: <a href="https://ivorsacademy.com/privacy/">https://ivorsacademy.com/privacy/</a>
- 24. You explicitly consent to IA sharing the name and email of the ticket holder with any third-party service providers delivering services in relation to the Event.
- 25. These Terms and Conditions shall be governed by English law, and you submit to the exclusive jurisdiction of the English courts.
- 26. These Terms and Conditions may be enforced by the venue and The Ivors Academy's affiliates, successors and assigns but may not otherwise be relied on or enforced under the Contracts (Rights of Third Parties) Act 1999 by any party that is not a party to these Terms and Conditions.
- 27. If any provision of these terms and conditions is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provisions and remainder of the agreement valid or enforceable.
- 28. IA reserves the right to alter or amend these Terms and Conditions without prior notification and you will abide by such amended Terms and Conditions, provided that any material changes will be notified to you by email or on the IA website. It is your responsibility to check the website for the latest Terms and Conditions.