

# Ticketing terms and conditions

18 August 2017

We act as the ticket sales agent for Members. When you purchase a ticket to a Member's event, Classlist will be handling the transaction and collecting payment. Please read these Ticketing Terms of Use carefully because they contain important information regarding your legal rights, remedies, and obligations, which include various limitations and exclusions, along with a dispute resolution clause that governs how disputes will be resolved.

**1. Acceptance of Terms** Classlist provides the following service to you, subject to these Ticketing Terms and Conditions ("T&C's"). The T&C'S contain the terms and conditions that govern your use of the service. These T&C'S describe your rights and responsibilities and what you can expect from Classlist. If you agree to these T&C'S during the ticket purchasing process, please check the box next to the "I Agree to the Terms of Purchase" if this option is presented to you, otherwise by proceeding to purchase you have agreed to the T&C's. This will constitute a binding agreement between you and Classlist. If you do not agree to these terms, you will not be able to complete your purchase transaction.

Classlist reserves the right to modify these T&C'S at any time in our sole discretion, which shall be effective upon posting at the Classlist.com website. If any modification is unacceptable to you, your only recourse is to not use our service. Your continued use of our service following any modification will constitute binding acceptance of the changes.

## **2. Description of the Service**

Classlist acts as the sales agent (the "Sales Agent") on behalf of those who provide and/or promote events for which tickets are offered for sale, such as the Members and site Sponsors, (collectively and individually referred to as an "Event Promoter"). Sales Agent sells tickets on behalf of the Event Promoter and does not determine the ticket prices. As part of its service, Sales Agent will handle the ticket sales transaction and collect payment on behalf of the Event Promoter (collectively referred to as the "Service"). Sales Agent may offer additional services, which may change from time to time, change or eliminate features, change nomenclature, and make other changes at any time, which will be subject to these T&C'S.

### **3. Use of the Service**

Use of this Service is void where prohibited. For events in which you must be eighteen (18) years old or older to enter a Promoter Event, you must be at least thirteen (13) years old or older to use this Service. For events in which there is no age restriction to enter a Promoter Event, you must be at least thirteen (13) years old to use this Service. You must comply with all of the terms and conditions of this T&C'S, all applicable laws, rules, and regulations whenever you use this Service.

### **4. Ticket Purchase**

For all events occurring in the United Kingdom, the ticket price will be stated in GBP. For all events occurring in the Eurozone, the ticket price will be stated in Euros. You agree to pay the ticket price plus any applicable non-refundable surcharges or other fees imposed by Sales Agent and/or the Event Promoter. Sales Agent accepts payment by most major credit cards and debit cards, such as Visa, MasterCard and American Express. All payment information is transferred via an SSL (Secure Socket Layer) connection. This functionality is denoted by a padlock symbol at the bottom of your browser and ensures secure transmission of the encrypted data.

You may be limited to a certain number of tickets when purchasing tickets from Sales Agent. This limit on tickets is set by the Event Promoter, in its sole discretion, and is posted during the purchase process and will be verified during each transaction. If you are a member of an Event Promoter's fan club, you may be allowed access to certain tickets or ticket packages. Event Promoter, in its sole discretion and without prior notification to you, reserves the right to block your access to or cancel your ticket order if it: (i) is associated with any ticket broker or scalper, (ii) utilizes automated means to process or place ticket orders, (iii) exceeds the stated ticket limit, (iv) is purchased for purposes other than to attend the event, or (v) has violated the terms of the Event Promoter's membership rules. Event Promoter will direct Sales Agent to refund the total face value of the tickets you purchased to the credit or debit card you used to purchase such cancelled tickets.

The Event Promoter reserves the right to modify its ticket prices from time to time.

Notwithstanding the foregoing, if the amount you pay for a ticket is incorrect regardless of

whether because of an error in a price posted by Sales Agent or Event Promoter or otherwise communicated to you, or you are able to order a ticket before its scheduled sale or presale date or you are able to order a ticket that was not supposed to have been released for sale, then Sales Agent and/or Event Promoter will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether because of human error or a transactional malfunction of an Event Promoter website or the Sales Agent's Service.

Sales Agent and/or Event Promoter reserve the right, in their sole discretion, to refuse to transact with you if fraudulent use of your credit or debit cards is suspected. Sales Agent and/or Event Promoter reserve the right, in their sole discretion, to refuse to transact with you if you reside in any country where fraudulent use of credit or debit cards is considered to be an excessive risk.

## **5. Purchase Confirmation**

If you do not receive a confirmation e-mail after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your sole responsibility to confirm with customer service whether or not your order has been placed. Sales Agent and Event Promoter will not be responsible for losses (monetary or otherwise) if you believe that an order was or was not placed because you failed to receive confirmation.

All ticketing inquiries must be made through the Classlist Customer Support Centre at [admin@classlist.com](mailto:admin@classlist.com)

### **1. Entry to Event**

You agree to present a valid ticket and if necessary one form of government-issued photo identification to gain entry to an event, subject to the terms of this T&C'S. You agree that each ticket you purchase is a license to attend a specific event and is subject to the additional terms printed on that ticket. You agree that you will not attempt to evade, avoid, or circumvent those additional terms in any manner with regard to any ticket purchased by you. Event Promoter or its agents, affiliates, and authorised representatives reserve the right, without refund of any

amount paid, to refuse admission to, or eject, any person whose conduct Event Promoter or its agents, affiliates, or authorised representatives deem disorderly, who uses vulgar or abusive language or who fails to comply with Event Promoter rules. Breach of terms or rules will terminate your license to attend the event without refund. Event Promoter or its agents, affiliates, and authorised representatives reserve the right to refuse admission for any other reason by issuing a refund to you for the ticket's face value paid. A ticket is not redeemable for cash.

To gain entry to an event, you must consent to a search of you and your belongings and waive any related claims that may arise. If you elect not to give consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain facility rules, you agree that certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, bags, backpacks, and containers. You agree that an object considered to be a weapon will be confiscated prior to entry.

Event Promoter reserves the right to change event dates, times, venues and subject matter, which are listed on the ticket. You agree to verify the most recent changes.

## **7. Ticket Refunds and Ticket Exchanges**

You agree to carefully examine your ticket order prior to completing the purchase transaction.

Unless otherwise stated in these T&C'S, all ticket sales are final. The Event Promoter generally prohibits Sales Agent from issuing refunds or exchanges after a ticket has been purchased or for lost, stolen, damaged, destroyed, or invalidated tickets. Without limiting the generality of the foregoing, you agree not to contact Sales Agent to seek a refund or exchange from Sales Agent when Sales Agent is prohibited from providing one by the Event Promoter, and you agree not dispute or otherwise seek a "chargeback" from the credit card company you used to purchase tickets from the Service. Should you do so, you agree that your tickets may be cancelled, and Sales Agent may, in its sole discretion, refuse to honour pending and future ticket purchases made from all credit card accounts on which such chargebacks have been made, and may prohibit all persons in whose name the credit card accounts exist and any person who accesses any associated credit card or who otherwise breaches this provision from using the Service.

If Sales Agent issues you a refund for a ticket, it will issue a refund of the ticket's face value plus the service charge less credit card fees paid. In no event will any other fees or amounts be refunded except where the ticket has not been despatched direct to you from Sales Agent premises or third party despatch provider, whereby the postal/courier charge less credit card fee will also be refunded.

If a refund is issued, it will be issued using the same method of payment that was used to purchase the tickets. If a credit card was used to make the refunded purchase, then only that actual credit card will receive the credit for the refund. Sales Agent will not be liable for travel or any other expenses that you or anyone else incurs in connection with a cancelled or postponed event.

## **8. Cancelled Events and Postponed Events**

The Event Promoter reserves the right to cancel or postpone an event. Cancelled and/or postponed events will, at the Event Promoter's sole discretion, be rescheduled within twelve (12) months of the date of the original event, or a refund or ticket exchange will be offered. Sales Agent is not obligated to issue a refund except to the extent that the Event Promoter (1) instructs Sales Agent to issue a refund, and (2) provides Sales Agent with the ticket funds necessary to issue refunds. In order to receive a refund or an exchange that may be offered, you agree to comply with the Event Promoter's instructions or deadlines.

## **9. Recording, Transmission and Exhibition**

You agree not to record or transmit, or aid in recording or transmitting, any description, account, picture, or reproduction of the event. You agree that the event for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to Sales Agent and the Event Promoter to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after play or performance) for any purpose, in any manner, in any medium or context now

known or hereafter developed, without further authorisation from, or compensation to, you or anyone acting on your behalf.

#### **10. Re-Sale of Tickets; Commercial Purposes**

You agree that unlawful resale of Event Promoter/Member tickets is grounds for seizure and cancellation without refund. You agree that a ticket shall not be used for commercial purposes, including, but not limited to advertising, promotions, contests or sweepstakes, unless the Event Promoter/Member and Sales Agent give prior written authorisation.

#### **11. Modifications to Service**

Sales Agent reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Sales Agent shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **12. Sales Agent Intellectual Property Rights**

You acknowledge and agree that the Sales Agent Service and any necessary software used in connection with the Service ("Software") may contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Sales Agent and/or its affiliates own the intellectual property rights to any and all protectable components of the Software and Service, including but not limited to the name, logo and/or slogans of the Service (trade names, trademarks, service marks), artwork and end-user interface elements contained within the Service, many of the individual features, and the related documentation.

You may not, without limitation, copy, sell, resell, modify, adapt, reproduce, distribute, reverse engineer, decompile, exploit, make derivatives, or disassemble any aspect of the Sales Agent Service without the express written consent of the appropriate party. Subject to your compliance with these T&C'S and provided you are eligible to use the Service, Sales Agent grants you a limited, revocable, non-exclusive, non-transferable license to use the Sales Agent Service for its intended purposes and to download or print a copy of any portion of the Service to which you have properly gained access solely for your personal, non-commercial use, provided you keep

all copyright or other proprietary notices intact. Sales Agent reserves all rights not granted hereunder.

### **13. Representations and Warranties**

You represent and warrant that all information you provide, including but not limited to all information concerning your name, address, credit card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes. You agree that you will only use credit cards belonging to you, friends or immediate family members who expressly authorise such use, for the purpose of purchasing tickets. You further agree that you will not attempt to conceal your identity by using multiple Internet Protocol ("IP") addresses or email addresses to use or to purchase tickets in connection with this Service.

### **14. Indemnification**

You agree to indemnify and hold Sales Agent, and its Event Promoter/Artist, subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable solicitors' fees, made by any third party due to or arising out of your use of the Service, your connection to the Service, your breach or violation of the T&C'S, or your violation of any rights of another.

### **15. Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SALES AGENT AND EVENT PROMOTER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AUDIENCE, AND NON-INFRINGEMENT.

SALES AGENT AND EVENT PROMOTER MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED,

TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SALES AGENT AND/OR EVENT PROMOTER OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE T&C'S.

#### 1. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SALES AGENT AND EVENT PROMOTER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SALES AGENT AND EVENT PROMOTER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATED TO, OR RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii)

THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL SALES AGENT'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU TO SALES AGENT FOR THE SERVICES FROM WHICH THE CLAIM AROSE. YOU AGREE THAT



SALES AGENT IS NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, ACTIONS OR FAILURE TO ACT OF ANY EVENT PROMOTER OR OTHER THIRD PARTY IN CONNECTION WITH ANY ACTIVITY AT THE EVENT. YOU AGREE TO ASSUME ALL RISKS INCIDENTAL TO THE EVENT FOR WHICH A TICKET IS ISSUED, WHETHER BEFORE, DURING OR AFTER THE EVENT, AND YOU AGREE TO WAIVE ANY CLAIMS FOR PERSONAL INJURY OR DEATH AGAINST SALES AGENT ON BEHALF OF YOURSELF.

### **17. Privacy Policy**

Payment information and certain other information collected from you is subject to Sale Agent's Privacy Policy, which is incorporated into these T&C's by this reference. View the Privacy Policy

### **18. General Information**

All additional addendums to this T&C'S shall be incorporated in and constitute parts of this T&C'S.

This T&C'S and the additional addendums, each amended from time to time, constitute the entire understanding between the parties in relation to the subject matter and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by you or Sales Agent. No modification, amendment or other change may be made to this T&C'S or any part thereof by you unless reduced to writing and executed by an authorised representative of Sales Agent. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. You may not assign this T&C'S or any rights or obligations of yours under this T&C'S, in whole or in part, without the express written consent of Sales Agent. Sales Agent may freely assign this T&C'S and may contract with additional users. The T&C'S and the relationship between you and Sales Agent shall be governed by the laws of the of United Kingdom without regard to its conflict of law provisions. You and Sales Agent agree to submit to the personal and exclusive jurisdiction of the courts located within the United Kingdom, and you explicitly consent to, and waive all defences of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the courts of the United Kingdom. The failure of Sales Agent to exercise or enforce any right or provision of the T&C'S shall not constitute a waiver of such right or provision. If any provision of the T&C'S is found by a court of competent jurisdiction to be

invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the T&C'S remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Service or the T&C'S must be filed within two (2) years after such claim or cause of action arose or be forever barred. The section titles in the T&C'S are for convenience only and have no legal or contractual effect.

## **19. Purchases**

When you make a purchase through the Site, we may collect your credit card number or other payment account number, billing address and other information related to such purchase (collectively, "Payment Information") from you, and may use such Payment Information in order to fulfill your purchase. We may also provide such Payment Information, or other Personally Identifiable Information (PII) provided by you, to third parties as necessary to complete your purchase (for example, to process your credit card or payment account number). Save in circumstances where payment is (or may be) taken at a later date such as auctions or ticket draws, we do not store your financial details such as debit or credit card details following the collection and transmission of such details to the payment gateway.

The nominated payment card, or the registered bank account, used to purchase tickets must be registered in the name and address of the applicant and Sales Agent reserves the absolute right to refuse any ticket applications or ticket orders which fail to comply with this condition.

You are solely responsible for ensuring that you have sufficient cleared funds on your nominated payment card, or in your registered bank account, at the time payment is taken by Sales Agent.

Classlist.

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