

EUROPEAN PIPE BAND CHAMPIONSHIPS 2022

Tickets and Admission – Terms and Conditions
Forres Events Limited (referred to herein collectively as "LCC", "we" or "us") in respect of the events taking place on Saturday 25 June 2022 in The Bught Park (the "Venue") are selling tickets to an event taking place at the Venue (the European Pipe Band Championships, organised under the auspices of the RSPBA, and associated Stalls and activities, collectively referred to herein as the "Event") as the promoter and organiser of the Event (the "Organiser").

A. STATUS OF THESE TERMS AND CONDITIONS

1. All Tickets are sold subject to these Terms and Conditions, which are accessible via www.pipinginverness.com (the "Website"). Purchase of any Ticket constitutes acceptance of these Terms and Conditions.

2. These Terms and Conditions are subject to change without notice from time to time in our sole discretion. We will notify you of amendments to these terms and conditions by posting them on the Website and it is your responsibility to ensure you have read the most current Terms and Conditions before purchasing your Tickets.

B. YOUR TICKET

1. Your Ticket may be in the form of paper, mobile/bar code, email, wristband or chip technology or such other form as may be utilised by LCC.

2. Only persons holding a valid Ticket will be admitted to the Event. You must retain your Ticket on your person at all times during the Event.

3. Please check your Tickets upon receipt as mistakes cannot always be rectified after purchase.

4. Your Ticket may be invalidated if any part of it is removed, altered or defaced.

5. Tickets are not issued on a sale or return basis and cannot be cancelled or exchanged after purchase other than in accordance with these Terms and Conditions.

6. Price and availability information is subject to change without notice. Tickets are sold subject to the Organiser's right to alter or vary the published Event programme without being obliged to refund monies or exchange Tickets other than pursuant to the Refund and Cancellation Policy set out below. It is your responsibility to check that the Event is going ahead at the date and time printed on the Ticket; notices will be posted on the Website.

7. You and any member of your party may be required to show photographic ID when purchasing tickets in person at the Venue ticket offices and upon admission to the Event at the entry gates.

8. Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket or used in connection with the Event.

9. Neither LCC nor any authorised ticket agent is liable for any Tickets which are lost or stolen.

10. Ticket-holders are requested to address any specific access requirements in advance of their visit by contacting the Ticketline at pipinginverness@lcclive.co.uk

C. TICKET RESALE

1. Tickets are personal, revocable, non-transferable licences and shall at all times remain the property of LCC and subject to these Terms and Conditions.

2. Resale, or attempted resale or purchase of a Ticket other than via an authorised ticket agent of the Organiser are grounds for seizure or cancellation of such Ticket without refund or other compensation. If you are unsure as to

whether or not a person offering Tickets for sale is an authorised ticket agent, particularly on the secondary ticketing market, please contact Ticketline at 0844 888 9991. Please be aware that auction sites such as eBay and non-ticket-specific Ticket Terms and Conditions 2022 display consumer-to-consumer websites such as Gumtree are not authorised ticket agents.

3. Tickets cannot be used for competitions, promotions, advertising or hospitality packages or otherwise for commercial gain without the express written permission of LCC.

4. Neither we nor any authorised ticket agent will take responsibility for the validity of Tickets purchased from unauthorised agents or other sources including, without limitation, ticket touts. Any such Tickets will be rendered null and void and we shall be entitled to refuse entry to, or eject any person from, the Venue whom we reasonably believe to have purchased Tickets from any unauthorised source or person.

5. We reserve the right to cancel any Ticket which we reasonably believe to be made with a view to resell such Tickets or where the Ticket has been purchased using fraudulent means, such as credit card fraud.

6. Tickets may be restricted to a maximum number per person per credit card. These restrictions may be notified to you by our ticket agents and/or on the Website. We reserve the right to cancel Tickets purchased in excess of this number without prior notice to you of such cancellation.

D. AGE RESTRICTIONS AND YOUNG PERSONS

1. All children (persons under 18 years of age on the day of the Event) must have a Ticket to gain entry to the Venue.

2. Children under 16 must be accompanied by an adult aged 18 or over.

3. Age restrictions may be implemented in relation to specific areas of the Venue or in relation to activities conducted at or around the Venue. Details may be posted on the Website or at the gate.

4. It is the responsibility of the person who purchases the Tickets to check that s/he and persons on whose behalf s/he purchases Tickets comply with such age restrictions before purchasing Tickets for themselves or on behalf of others. You may be asked to provide proof of identity and age upon request for any person in your party whom we reasonably believe does not meet the relevant age requirement. If you are unable to provide this proof of identification the member of your party whom we believe to be outwith the relevant age requirements may not be allowed entry without purchasing a Ticket of the appropriate kind.

5. Any person under the age of 25 who is unable or unwilling to produce appropriate identification may be issued with a children's ticket, regardless of their actual age.

E. ENTRY

1. You must produce a valid Ticket to gain entry to the Venue and upon request for inspection at any time. Failure to produce your Ticket when requested may result in you being ejected from the Venue.

2. In order to ensure the security, safety and comfort of all persons present at the Event, we reserve the right at our reasonable discretion to refuse admission without compensation or refund.

3. Searching is a condition of entry to protect your safety and that of other visitors. We may conduct at any time security searches of persons' clothing, bags and other items which we reasonably determine at our discretion and reserve the right to disallow within the Venue items which may be illegal or which, in our reasonable opinion, may cause danger or disruption to the Event, or other visitors

(regardless of whether or not such item is illegal or is carried for specific purposes), including, without limitation, food and beverages (other than as required on proven medical grounds) (all such items are referred to as "Prohibited Items"). Anyone found in possession of illegal or contraband goods may also be liable for prosecution. All items left with stewards before entry into the Venue are left at your own risk.

4. Well-behaved pets are permitted in The Bught Park, on condition that their owners clean up after them.

F. THE EVENT

1. There will be no admission to the Event before the designated opening times, as posted on the Website.

2. In case of emergency please follow instructions and directions from stewards, staff and/or other officials or the uniformed services.

3. Should you experience any problems while in the Venue please contact the nearest steward so that Ticket Terms and Conditions 2022 display every reasonable effort can be made to resolve the issue prior to, or during the Event, as complaints are very difficult to resolve after the Event.

4. You may be ejected from the Venue or may not be permitted into the Venue and will be asked to surrender any Tickets you may hold if, in our reasonable opinion, you or your behaviour or any item you are carrying or operating poses a health and safety risk; affects the enjoyment of other visitors; affects the running of the Event; may cause damage to or interfere with the property of LCC, the Venue or any Stallholder or Sponsor of the Event; is unacceptable; is in breach of these Terms and Conditions; is in breach of the law; is in breach of any rules and regulations of the Venue which are notified at the Venue or on the Website (these include, without limitation, entering any prohibited areas,

obstructing walkways and climbing on any building or structure, throwing any objects or substances into the arenas or into the crowd or at another visitor, drunkenness, abusiveness); may lead to a breach of any licensing conditions; and/or you refuse to leave a Prohibited Item with our stewards or to be searched.

5. CCTV and film cameras may be present at the Venue; this includes filming by the police or security staff carried out for the security of visitors. By purchasing a Ticket and attending the Event you give your express consent to all such filming and to your actual or simulated likeness being included within any film, photograph, audio and/or audio-visual recording ("Footage"), the copyright of which shall be owned by us or the recording entity. You further hereby agree that any such Footage may be exploited by us in any and all media for any purpose at any time throughout the world including use in commercial distribution or use for commercial purposes, such as merchandising or DVDs, without payment or compensation.

6. You are required to observe and comply with rules and regulations of the Venue and comply with all instructions given to you by Venue stewards and staff at the Event. Normal statutory rules and regulations apply and should be observed at the Event; failure to do so may result in ejection from the Event.

7. All advertised times are approximate and subject to change. It is your responsibility to make appropriate arrangements to ensure that you arrive at the Venue in sufficient time in case the Event or any individual performance starts early and to ensure that you are able to stay until the close of the Event should you wish to if it overruns. We will not be responsible to make any refund or meet the costs of any alternative travel arrangements or for any loss of enjoyment or other indirect loss as a result of an Event not running to the precise advertised times.

8. No glass containers are allowed at the Venue.

G. ALCOHOL

1. No alcohol is permitted to be brought by you into any part of The Bught Park (including the Bus Park, where alcohol is prohibited by local by-laws). A variety of food and beverages (including alcoholic drinks) will be available for purchase within the Venue.

2. When purchasing alcohol, if you appear to be under the age of 25, you may be asked for proof of age, in a form acceptable to the Stewards or Licensee.

3. We reserve the right to require Stallholders to refuse to serve you alcohol if, in our (or their) reasonable opinion, we or they believe that you are intoxicated or likely to become intoxicated if they were to serve you further alcoholic beverages.

4. Adults accompanying young people (under 18s) are responsible for supervising the consumption of such children, and for ensuring that such children do not attempt to purchase or consume alcohol at, or in the vicinity of the Event.

H. MERCHANDISE

1. You are not permitted to sell or offer for sale or distribute any items whilst at or in the environs of the Venue including, without limitation, merchandise, Tickets, food, beverages, cigarettes or smoking materials, newspapers or magazines.

2. You shall not bring into the Event or display or distribute (whether for free or with a charge) at the Event any sponsorship, promotional, informational or marketing materials.

I. DATA PROTECTION

1. To the extent permitted by law, personal information provided by you when you purchase your Tickets will be used for all purposes reasonably connected with the

operations of the Event and in furtherance of the legitimate interest of LCC including (but not limited to): providing you with details of forthcoming or connected events, offers and services; providing you with updates as to the latest concessions or any changes thereto and information concerning competitions and other promotional activity; supplying you with any goods that you request or in which we reasonably believe you may be interested; conducting market research and establishing visitor profiles; and transferring or disclosing the information provided to our professional advisors and such other parties as we consider necessary in the administration of our business. Data will be retained as long as the Board of LCC consider necessary or desirable to comply with retention policies of LCC, its insurers, local and national authorities and agencies.

2. We will not use or disclose your personal information other than as set out in these Terms and Conditions without your prior consent. Data Protection is overseen by the Board of LCC.

3. By purchasing a Ticket or Tickets you and those persons on behalf of whom you purchase the Ticket consent to the use of personal information in this way.

J. REFUNDS AND CANCELLATION

1. The Organiser reserves the right to make alterations to the Event, where the alterations are not Material.

2. In the event of a cancellation, postponement or Material alteration of the Event ("Cancellation") you will be entitled to a refund in accordance with the terms and conditions of the refund policy set out at subparagraph J.7. Personal arrangements including travel, subsistence and accommodation in relation to the Event which have been arranged by you are at your own risk and LCC will have no liability for any such loss of enjoyment or wasted expenditure.

3. A "Material" alteration is a change made by LCC which in our reasonable opinion makes the Event materially different to the Event which purchasers of the Ticket could reasonably expect. Changes to performance times, Stallholder presence at the Event, weather and access conditions by road, rail or air, and the presence of particular bands, performers, Stalls, activities and merchandise shall not be a Material change. A Material change shall be judged by reference to the nature and advertising of the Event at the point of sale of the Ticket. Events are judged by reference to the overall theme rather than the individual band, merchandise, Stallholder or activity scheduled to appear.

4. Refunds will only be made to the person who purchased the Tickets.

5. It is your responsibility to check that the Event has not been cancelled, rescheduled or made the subject of a Material alteration. Information on such matters will be made available on behalf of LCC as soon as reasonably practicable on the Website and/or at the Venue. Customers are advised that the Website cannot always be updated immediately and that circumstances giving rise to Cancellation or Material alterations can sometimes arise immediately prior to – or even during - the Event.

6. Tickets will not be refunded where they have been used to gain entry to the Event.

K. LIABILITY

1. You agree that neither we nor our servants or agents will be liable for any loss, injury or damage to any person (including you) or property however caused: (a) Ticket Terms and Conditions 2022 display in any circumstances where there is no breach of a legal duty of care owed by us or any of our servants or agents or (b) to the extent that any increase in any loss or damage results from breach by you of any of these Terms and Conditions.

2. You agree that we shall not be liable to you for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with the Event and/or our obligations hereunder including but not limited to loss of profit, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or loss of contract or other economic or consequential loss arising from the performance of (or any failure to perform) these Terms and Conditions.

3. We will have no liability to you whatsoever for loss or expenses incurred in connection with the Event or any Cancellation of the Event, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to the Event or the Cancellation of the Event.

4. We will not be liable to you for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by an event of Force Majeure.

5. For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond our control including, without limitation, 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, denial of access, direction or recommendation of any of the uniformed services, acts or regulations of national or local governments.

6. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred as a result of your breach of these Terms and Conditions or default in the discharge of your obligations.

L. GENERAL

1. 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.

2. 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 provision(s) and remainder of these Terms and Conditions valid or enforceable.

3. If we delay or fail to enforce any of these Terms and Conditions it shall not mean that we have waived our right to do so.

4. Any person who is not a party to these Terms and Conditions shall have no rights under any law or statute to enforce any term of these Terms and Conditions. Persons who hold Tickets which you have given to them shall however be bound by these terms and Conditions as if they had individually accepted them.

5. Nothing in these Terms and Conditions and no action taken by you or us under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between you and us.

6. These Terms and Conditions constitute the entire agreement between the parties in connection to the subject matter of these Terms and Conditions and supersede any previous terms and conditions, agreement or arrangement between you and us relating to the subject matter of these Terms and Conditions. However, nothing in these Terms and Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation.

7. These Terms and Conditions shall be governed by the laws of Scotland and the parties agree to submit to the exclusive jurisdiction of the Scottish Courts.