

## **WYCHWOOD MUSIC FESTIVALS LTD FULL TERMS AND CONDITIONS**

- 1.** Your possession of your ticket and/or your presentation of your Ticket to gain entry to any or all days (as applicable based on whether this is a weekend or day ticket) of the 2011 Wychwood Music Festival (June 3<sup>rd</sup>-5<sup>th</sup>) (the “Event”) at the Cheltenham Race Course (the “Venue”) constitutes acceptance of the terms and conditions upon which Wychwood Music Festivals Limited (the “Owner”) is prepared to grant entry, as follows:
- 2.** The Ticket remains the property of the Owner. The Ticket is a personal revocable license which shall at all times be subject to the Terms and Conditions on the Ticket and to our full and additional Terms and Conditions.
- 3.** The Ticket may not be transferred, sold, offered for sale, coupled or bundled with any other product or service, or used for any commercial or promotional purposes whatsoever, without the express and specific (quoting the ticket numbers covered) prior written consent of the Owner..
- 4.** It is the bearer (on behalf of yourself and all accompanied minors or disabled persons – collectively “You” and “Your”) of the Ticket’s responsibility to check the Ticket prior to the Event and contact your ticket seller immediately if there is a problem as mistakes may not be rectified at the Event.
- 5.** The Owner reserves the right to add, withdraw, substitute, alter or vary any of the artistes, groups, performers, activities and/or workshops and/or to vary the advertised programme timings or days of performance or presentation at any time and without prior notice and there will be no refund of money, exchange of tickets or compensation of any amount or kind whatsoever payable by the Owner or any other party.
- 6.** Save for the cancellation of the Event, under no circumstances shall there be any refunds or exchanges in respect of Tickets purchased. In the case of the entire Event being cancelled, refunds shall only be in an amount equal to the face value of the Ticket plus the per ticket booking fee and can only be obtained by You from the Authorised ticket seller from whom the Ticket was purchased and only then in conformity with that ticket seller’s regulations, conditions and policies concerning refunds.
- 7.** Please keep your Ticket safe and in good condition as a duplicate ticket will not be issued if it is lost or stolen and a defaced or illegible ticket or those missing stubs or any other part of the Ticket will not be accepted and will be deemed invalidated.
- 8.** The Owner (and his agents, employees, shareholders, officers, director, servants, and other invitees, guests and contractors – collectively “We” and “Our”) reserve the right to refuse You entry to and/or eject You from the Event and the Festival Village, the parking lots used for the Event and the Campsite, in all reasonable circumstances including, without limitation, for health and safety or licensing reasons; if You behave in a manner which has or is likely to affect the

enjoyment of other persons at the Event (including, without limitation, anywhere within the Festival Village or the parking lots used for the Event or the Campsite); if You use threatening, abusive or insulting words or mannerisms; if Your behaviour may cause damage, injury, nuisance or annoyance; if in Our reasonable opinion You are acting under the influence of alcohol or drugs; if You fail, when required to produce proof of identity or age or status; if You breach any of these Terms and Conditions; if you breach any of the Terms and Conditions of the Venue which apply to the use of the Venue by the Event; if Your Ticket is void; or if You fail to promptly comply with any and all instructions given to You by Our staff, stewards or agents.

**9.** We reserve the right to conduct security searches from time to time and to refuse admission to You, or eject You, from the Event (and the Festival Village, the car parks used for the Event and the Campsite) should You refuse to comply with such security searches and such security searches can also be used to ensure compliance with the Our Terms and Conditions and Our Rules and Regulations – including, without limitation, the prohibition on bring any alcoholic beverages or glass bottles of any kind anywhere in the Festival Village. We reserve the right to confiscate any item or to refuse You admission to or eject you from the Event and the Festival Village, the car parks used for the Event and the Campsite, if such item is or may, in Our reasonable opinion, cause danger or disruption to any other person at the Event (including, without limitation, animals, laser pens, alcohol, glass, items which may be regarded as weapons, and/or illegal substances).

**10.** No animals (except Guide Dogs) are allowed anywhere in the Festival Village or the Campsite.

**11.** By attending the Event, You give Your express consent to Your actual or simulated likeness to be included within any film, photograph, audio and/or audiovisual recording to be exploited in any and all media for any and all purposes at any time through the world. This includes, without limitation, filming or recordings by the police or Festival security.

**12.** The use of photographic equipment is allowed for private domestic purposes only – but photographic, video or audio reproduction of artistes is prohibited. All other recording and any transmission is prohibited including, without limitation, recording of any data, information or results of or relating to the Event and/or any participant

**13.** Under all circumstances (including, without limitation, the cancellation of all or part of the Event), personal arrangements including travel, subsistence and accommodation relating to the Event which have been arranged by you are totally at your own risk.

**14.** In the interests of public safety, We reserve the right to request You to leave the Event and/or the Festival Village and/or the parking lots used for the Event and/or the Campsite at any time for safety reasons and immediately after the end of the Event (although the Campsite will remain open until 12 Noon on Monday, June 6, 2011). No admission or re-admission is permitted after the end of the

Event.

**15.** We are not responsible or liable to You for any loss, injury, theft or damage whatsoever and howsoever caused (although Your statutory rights are not affected) to your person, your personal belongings or your vehicle occurring anywhere at the Event including, without limitation, in the Festival Village, in the car parks used for the Event, in the areas surrounding the Event and/or in the Campsite, and/or whether from your person, belongings, vehicles, caravans, tents, trailers, campervans, and/or at any of the facilities at the Event (including, without limitation, Event tents or structures, showers and toilets).

**16.** All vehicles parked anywhere at the Event (including, without limitation, the Festival Village, the car parks used for the Event, the surrounding areas of the Event and the Campsite) and all items in Your vehicles are parked and left at owner's and Your sole risk.

**17. WARNING** – Prolonged exposure to loud noise and/or music may cause damage to your hearing.

**18.** We do not sell youth or children's tickets separately – all under 18's must be accompanied by an adult holding a fully paid Ticket. Unaccompanied children/youth will not be admitted.

**19.** Concession tickets are for Students, ES40, 16-18 year olds, and over 60s, and those with Disabilities (if you do not require the 2 for 1 Disabled ticket). In order to purchase any such tickets and for admission to the Event you must provide proof of status both at the time of purchase of the Ticket and on entry (and each re-entry if applicable) to the Event.

**20.** If you obtain a Ticket in breach of these Terms and Conditions and/or if you breach any of these Terms and Conditions then said Ticket shall be void, and all rights conferred on You or evidenced by such Ticket shall be void. If You seek to gain entry to the Event using a void Ticket, then We reserve the right to refuse you admission to the Event and/or to eject You from the Event and You may be liable to legal action for trespass and fraudulently obtaining or attempting to obtain services. Void tickets are totally non-refundable.

**21.** We may prosecute You if You cause damage to the Venue, the Venue infrastructure, any part of the Festival Village, the parking lots used for the Event and/or the Campsite, or cause harm or loss to any other person or their belongings at the Event.

**22.** No unauthorised trading is permitted within or at the Event including anywhere within the Festival Village, the parking lots used for the Event or the Campsite.

**23.** All Tickets are security printed and should only be purchased directly from the Owner or through an Authorised ticket agency (please see the official 2011 Wychwood Music Festival website for a list of Authorised tickets sellers). Any attempt to present any other ticket may lead to refusal of admission and possible prosecution.

**24. NOTHING CONTAINED WITHIN THESE TERMS AND CONDITIONS SEEKS TO EXCLUDE OR LIMIT THE OWNER'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FRAUD OR ANY OTHER TYPE OF LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED.**