

MATCH HOSPITALITY AG
2020 Nitto ATP Finals
HOSPITALITY WEBSHOP SALES REGULATIONS

1 Purpose and Applicability of the Sales Regulations

- 1.1 These Sales Regulations outline the terms and conditions which apply to, and govern, the sale via the Webshop and use of Hospitality Packages for the 2020 Nitto ATP Finals applicable between MATCH Hospitality AG (UK Branch Office), ((i) address: The Gatehouse, 16 Arlington Street, London, SW1A 1RD, (ii) telephone number: +44 (0) 20 3763 6130, (iii) email: info@match-hospitality.com, and (iv) UK establishment number BR016848) and the Applicant and/or Customer.
- 1.2 Each Applicant acknowledges and agrees that, by (i) completing the Application Process and (ii) clicking the Acceptance of Terms and Conditions Box, it confirms that it has read, understood and accepts these Sales Regulations, and that it agrees to be irrevocably and unconditionally bound by these Sales Regulations.
- 1.3 MATCH Hospitality reserves the right to amend the manner in which it sells Hospitality Packages and reserves the right to amend these Sales Regulations from time to time. Each Sales Agreement will be governed by the Sales Regulations in force at the date on which the Applicant completes the Application Process and clicks the Acceptance of Terms and Conditions Box. MATCH Hospitality may also at any time and without notice change the scope, pricing and availability of future Hospitality Package product offerings.
- 1.4 All capitalised terms used in these Sales Regulations shall have the meaning ascribed to them in Section 17.

2 Application Process

- 2.1 The Applicant acknowledges and agrees that the Application Process involves a number of steps (in accordance with the instructions provided on the Webshop) including (i) creating an account with MATCH Hospitality (ii) providing payment details to MATCH Hospitality (iii) completing and submitting an Application Form to MATCH Hospitality and (iv) clicking the Acceptance of Terms and Conditions Box.
- 2.2 Completion of the Application Process does not guarantee the availability of the Hospitality Packages for which the Applicant has applied. Completion of the Application Process constitutes an irrevocable and binding offer to MATCH Hospitality by the Applicant to purchase the Hospitality Packages for which the Applicant has applied, and MATCH Hospitality may accept or reject any such offer.
- 2.3 If MATCH Hospitality elects to accept the Applicant's offer to purchase the Hospitality Packages, it will confirm its acceptance by emailing the Applicant a Confirmation of Purchase and the Applicant shall become a Customer. The Applicant acknowledges and agrees that payment in full for the price of the Hospitality Packages shall be debited from the customer's account and promptly credited to MATCH Hospitality's account.
- 2.4 MATCH Hospitality reserves the right in its sole discretion to impose a limit on Hospitality Packages which an Applicant may purchase whether by reference to (i) quantities, (ii) package type, category series or location and/or (iii) monetary value.

3. Application Form

- 3.1. Each Applicant is responsible for correctly completing and providing all information required by MATCH Hospitality under the Application Process including the full completion and submission of the Application Form. MATCH Hospitality reserves the right to reject any applications which are incomplete or incorrect. MATCH Hospitality shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, or lost or incomplete

applications or failure to communicate with any Applicant by email due to the non-acceptance or delivery failure of the Confirmation of Purchase by the Applicant's email.

- 3.2. If the Application Form is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Application Form and clicks the Acceptance of Terms and Conditions Box represents and warrants that he/she has the legal capacity and authority to bind the company/legal entity indicated in the Application Form. Furthermore, the individual represents and warrants that he/she is of legal age to enter into binding agreements. However, for the avoidance of doubt, the Sales Agreement will be entered into by the company (or other legal entity) and MATCH Hospitality.
- 3.3. The Applicant acknowledges and agrees that it is responsible for maintaining the confidentiality of its account and password and is fully responsible for all activities that occur in respect of the account and password. The Applicant agrees to (i) immediately notify MATCH HOSPITALITY of any unauthorised use of its account or password and any other breach of security and (ii) ensure that it exits its account at the end of each session. MATCH Hospitality cannot and will not be liable for any loss or damage arising from the Applicant's failure to comply with this Section 3.3.

4 Sales Agreement

- 4.1 Each Sales Agreement shall consist of, and incorporate the terms of:
- (i) the Application Form;
 - (ii) the Confirmation of Purchase;
 - (iii) the Product Description;
 - (iv) these Sales Regulations;
 - (v) the Ticket GTCs; and
 - (vi) the Stadium Rules.
- 4.2 The Sales Agreement represents the sole and complete statement of the respective rights and obligations of MATCH Hospitality and the Customer with regard to the subject matter thereof and supersedes any and all other oral and/or written correspondence, representations, understandings, negotiations, arrangements, proposals, sales materials and agreements relating to the purchase of the Hospitality Packages which are the subject of the Confirmation of Purchase.
- 4.3 Subject to clause 4.4, all sales of Hospitality Packages are final. All payments made by Customers in connection with Hospitality Packages (whether or not such Hospitality Packages are the subject of a Sales Agreement which is terminated) are to be treated as non-refundable.
- 4.4 Within 7 days of the date of MATCH Hospitality issuing its Confirmation of Purchase to the Customer, MATCH Hospitality may, on written notice to the Customer, terminate and cancel the Sales Agreement due to the unavailability of the Hospitality Packages or for any other reasonable grounds and refund to the Customer all sums paid by the Customer under the Sales Agreement no later than thirty (30) days after the termination or cancellation of the Sales Agreement.

5 Hospitality Packages

- 5.1 The scope of the services and benefits made available to the Customer by MATCH Hospitality in respect of each Hospitality Package will be outlined in the Confirmation of Purchase and in the Product Description. Customers may not, following the conclusion of the Sales Agreement, request substitutions for, or alterations to, any Hospitality Package services and benefits.

- 5.2 The Customer accepts and acknowledges that the scope of the Hospitality Package services and benefits made available to it under the Sales Agreement or any seat location are subject to such changes as may be required for reasons of public safety and security, or by MATCH Hospitality and/or ATP (acting reasonably) from time to time. MATCH Hospitality shall notify the Customer of such changes as soon as reasonably possible.
- 5.3 The Customer and each of its Guests are required to bring with them, on the applicable day, the type of Ticket applicable to the relevant Hospitality Package, valid identification and, if applicable, the Hospitality Access Pass to enable them to access a court seat and to access the Hospitality Facilities.
- 5.4 Customers who require special assistance (such as wheelchair seating and/or wheelchair access to Hospitality Facilities and/or the Stadium) must notify in writing MATCH Hospitality prior to the acquisition of a Hospitality Package. In the event that any Customer, following the purchase of a Hospitality Package, subsequently wishes to provide a Hospitality Package to a person who requires any such facilities, the Customer shall notify MATCH Hospitality as soon as reasonably practical and MATCH Hospitality will use reasonable efforts to provide such facilities (subject to availability).

6 Payment

- 6.1 By completing the Application Process, each Applicant authorises MATCH Hospitality to take payment from the Applicant's payment card (as specified in Section 6.2) for the price of any Hospitality Packages subsequently purchased by the Applicant without further notice. The Applicant is responsible for ensuring that there are sufficient funds available on its payment card at the time any payment is taken by MATCH Hospitality.
- 6.2 Payments may only be made by those payment cards identified during the Application Process as being accepted by MATCH Hospitality.
- 6.3 The price of the Hospitality Package is as set out in the Application Form and the Application Form shall detail any VAT and/or other consumption or applicable local tax, fees or dues which will be due and payable by the Customer.
- 6.4 Payments must be received in full in the currency specified in the Application Process, unless otherwise agreed in writing by the parties. Unless otherwise agreed by MATCH Hospitality, any and all bank, payment, currency conversion, currency exchange control, credit card charge or other charges incurred in connection with any payment obligation outlined in Section 6.1 above will (to the extent permitted by law) be the sole responsibility of, and be borne by, the Customer.
- 6.5 No refunds of any amounts paid by the Customer to MATCH Hospitality will be made to the Customer under any circumstances.
- 6.6 If payment of any monies which are due and payable pursuant to Section 6.1, 6.2 or 6.3 are not received by MATCH Hospitality in full for any reason, MATCH Hospitality may upon giving notice to the Customer, in addition to all other remedies available to it at law:
- (i) terminate the entire Sales Agreement, or, alternatively, revoke its acceptance as regards the entire Sales Agreement;
 - (ii) terminate the Sales Agreement in respect of a certain number of specified Hospitality Packages only, or, alternatively, revoke its acceptance as regards the Sales Agreement in respect of a certain number of specified Hospitality Packages only;
 - (iii) immediately and without further notice make available for sale to third parties each Hospitality Package which is the subject of any termination / revocation;
 - (iv) retain, as a non-refundable deposit, any amounts paid by the Customer as at the date of such termination / revocation;

- (v) charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 6.6(v) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
- (vi) terminate or suspend any of MATCH Hospitality's obligations under the Sales Agreement; and/or
- (vii) claim for all further losses and costs suffered by MATCH Hospitality as a result of non-payment and/or late payment;

MATCH Hospitality retains the right to claim damages which are in excess of the amounts specified above.

- 6.7. The misuse of a credit or debit card or use without authorisation of the legal holder of the credit or debit card is viewed in the most serious manner by MATCH Hospitality and MATCH Hospitality reserves the right to take legal action against those committing or attempting to commit online fraud or the like.
- 6.8. MATCH Hospitality reserves the right to refuse to process payments in respect of Applicants with a prior history of questionable charges or where MATCH Hospitality reasonably believes a sale may result in a breach of the Sales Agreement. MATCH Hospitality may carry out such checks as it considers appropriate before processing a credit or debit card payment for security purposes. As part of such checks, MATCH Hospitality may disclose personal data to third parties for the purposes of carrying out these security checks and the Customer expressly consents and authorises MATCH Hospitality to disclose its personal data to authorized third parties for the purposes of carrying out these security checks. The Applicant acknowledges and agrees that MATCH Hospitality will not be liable for any damages resulting from its decision not to process a payment. THE APPLICANT EXPLICITLY APPROVES THE TRANSFER OF HIS PERSONAL DATA IN THIS CONTEXT. The Customer has the right to withdraw its consent at any time on written notice to MATCH Hospitality. For more detail regarding this processing of personal data by MATCH Hospitality, the Customer shall refer to MATCH Hospitality's Privacy Notice available at www.match-hospitality.com/privacy-policy.

7 Delivery of Hospitality Package Components

- 7.1 Where Hospitality Packages include e-Tickets, the Customer acknowledges and accepts:
 - (i) the e-Tickets will be emailed to the Customer;
 - (ii) the Customer will be required to print off the e-Tickets;
 - (iii) e-Tickets must be printed in portrait mode (vertical) on blank white A4 paper (on both sides), without changing the print size using a laser or inkjet printer. No other medium (electronic, PC screen, portable screen, mobile screen etc) is valid. Any e-Ticket that is partly printed, soiled, damaged or illegible shall not be considered valid;
 - (iv) Customer and Guests will be required to have valid identification in order to access the Stadium with e-Tickets.
- 7.2 Where the Hospitality Packages include paper Tickets and/or, if applicable, Hospitality Access Passes (which are not required to be collected at the Stadium) and/or parking passes these will be (as MATCH Hospitality shall determine acting reasonably):
 - (i) delivered to the address stated in the Confirmation of Purchase (or to a different address in the UK subsequently notified in writing by the Customer and duly acknowledged in writing by MATCH Hospitality) by a method of MATCH Hospitality's choice no later than two (2) weeks

before the first day of the 2020 Nitto ATP Finals (to the extent that this is reasonably possible);
or

- (ii) made available for collection by the Customer from MATCH Hospitality in accordance with policies to be established by MATCH Hospitality and notified to the Customer.

The Customer acknowledges and agrees that the delivery or the availability for collection, of Hospitality Package components is subject to the Customer having complied in full with all elements of the Sales Agreement.

- 7.3 MATCH Hospitality will not be responsible or liable in any way to a Customer or any third party as a result of any late delivery of a Hospitality Package which arises as a result of a failure of and/or interruption to any delivery services.
- 7.4 MATCH Hospitality will not deliver Hospitality Packages to post office boxes, unless agreed otherwise in writing by MATCH Hospitality on a case-by-case basis. The Customer is required to provide a street address as well as the name and contact details of an individual which has been authorised to take delivery of the Hospitality Packages. It is the Customer's responsibility to arrange for an authorised representative to be present at the delivery address to take delivery of every Hospitality Package and to notify MATCH Hospitality of any change in the proposed delivery address.
- 7.5 If the Customer has not received the Ticket, Hospitality Access Pass and all other applicable Hospitality Package components at such time indicated in Section 7.2 (i), it is the sole responsibility of the Customer to immediately notify MATCH Hospitality in writing.
- 7.6 Any paper Ticket, Hospitality Access Pass or parking pass (if applicable) which has become damaged in any way after delivery to, or collection by, the Customer and is, as a consequence, unreadable, may not be accepted for admission to, or use at, a Stadium and/or Hospitality Facility. It is the sole responsibility of the Customer to notify MATCH Hospitality in the event that any paper Ticket, Hospitality Access Pass or parking pass (if applicable) is delivered or collected in a damaged condition. In the absence of any such notification, the relevant Ticket, Hospitality Access Pass or parking pass (if applicable) will be deemed to be undamaged at delivery or collection.
- 7.7 To the extent permitted by the applicable law (including consumer rights if and when applicable), ATP and MATCH Hospitality shall not be responsible or liable in any way to a Customer or any third party for any lost, stolen, damaged, destroyed, forgotten or mutilated Ticket, Hospitality Access Pass or parking passes (if applicable) or other Hospitality Package component once received or collected by the Customer.
- 7.8 MATCH Hospitality reserves the right to determine whether to issue replacement Hospitality Access Passes, paper Tickets or parking passes (if applicable) in the event of any occurrence of the circumstances outlined in Sections 7.5, 7.6 and/or 7.7, and to determine the conditions which may apply to any such replacements. MATCH Hospitality reserves the right to determine the conditions which shall apply to the replacement Hospitality Access Passes, paper Tickets or parking passes (if applicable) in the event of any occurrence of the circumstances outlined in Sections 7.5, 7.6 and/or 7.7.

8 Hospitality Services

The Customer acknowledges and accepts that:

- (i) access to the Stadium and/or Hospitality Facilities is strictly limited to the day in respect of which a Hospitality Package has been purchased, and to the times indicated by MATCH Hospitality;
- (ii) the delivery of all hospitality services and benefits in connection with a Hospitality Package are subject to applicable laws;

- (iii) MATCH Hospitality retains the right to amend the scope of the Hospitality Facilities and hospitality services and benefits applicable to any Hospitality Package, provided that MATCH Hospitality provides the Customer with replacement hospitality services and benefits of substantially similar or better quality and value; and
- (iv) access to Hospitality Facilities will be limited to Customers and Guests who are in possession of Hospitality Access Passes.

9 Ticket GTCs and the Stadium Rules

- 9.1 The Ticket GTCs, the Stadium Rules and these Sales Regulations each form an integral part of the Sales Agreement, and the Customer irrevocably undertakes to fully comply with the Ticket GTCs, the Stadium Rules and these Sales Regulations.
- 9.2 The Customer further agrees to ensure that its Guests fully comply with the Ticket GTCs, the Stadium Rules and these Sales Regulations and remains primarily liable to MATCH Hospitality for any non-compliance. It is the Customer's responsibility to notify to each individual Guest in writing of the requirements of the Ticket GTCs, the Stadium Rules and these Sales Regulations and to procure full compliance with the same by its Guests.
- 9.3 For the avoidance of doubt, all of the terms and conditions reflected in the Ticket GTCs and these Sales Regulations with respect to the Stadium to which a Customer or Guest gains access through the use of a Ticket shall also apply to the Hospitality Facilities, in so far as is relevant, to which the Customer or Guest gains access through the use of Hospitality Access Pass on the specific day.
- 9.4 Any measures taken or imposed by a Nitto ATP Finals Authority (including, without limitation, the police authorities) with respect to any day of the 2020 Nitto ATP Finals, any Ticket or the Stadium shall apply to the Customer and/or its Guests. By way of illustration only, if any Ticket is cancelled or a Customer or Guest is expelled from, or refused entrance to, the Stadium and/or the Hospitality Facilities as a result of a violation of the Ticket GTCs, the Stadium Rules or these Sales Regulations or as result of any action authorised pursuant to any law or by-law, the Customer and/or the Guest may lose all rights pursuant to its Hospitality Package(s) (including the Ticket component), with no right of refund.

10 Data

- 10.1 The Customer agrees that it shall comply with ATP's and MATCH Hospitality's directives with regard to the provision of individual data for Guests. The Customer shall provide MATCH Hospitality, immediately following any request by MATCH Hospitality and/or any third party authorised by ATP, with full details relating to its identity and the identity of each of its Guests, including the Guest's name, nationality and date of birth and email address. Furthermore, the Customer agrees, if requested by MATCH Hospitality, to provide each of its Guests with the Ticket specifically allocated, by Ticket number or by block, seat or row number, to such Guest.
- 10.2 MATCH Hospitality is the controller of the Customers' and its Guests' personal data provided to MATCH Hospitality. MATCH Hospitality does not collect any information relating to the Customers' and its Guests' without their knowledge and consent, when required. MATCH Hospitality undertakes that the processing of personal data, for the purposes of the performance of the Hospitality Packages delivery, is carried out in compliance with all applicable laws (including but not limited to the General Data Protection Regulation).
- 10.3 Where data is requested from Customers and Guests by ATP and/or any third party authorised by ATP for their own purposes, the latter act as controllers of the data processing, by determining the means and purposes of such processing. The Customers and Guests must, therefore, refer to the relevant Privacy Notices available on their respective websites.
- 10.4 The data supplied under Section 10.1 is necessary for the processing of the Customers and Guests Hospitality Packages' orders and the performance of associated services. In some cases, such data are

also necessary for MATCH Hospitality to comply with its legal obligations. In the absence of such data, MATCH Hospitality will not be able to proceed with the Hospitality Packages delivery. In the event that the Customer fails to provide such data, MATCH Hospitality reserves the right to withhold delivery of the Hospitality Packages until such data is provided, to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Stadium and/or any Hospitality Facility to any Customer or Guest for which data has not been provided, with no right to any refund. Any Ticket and any other component of a Hospitality Package(s) thus cancelled may be made available for re-sale by MATCH Hospitality.

- 10.5 MATCH Hospitality or a Nitto ATP Finals Authority may carry out access controls at the Stadium. In the event that a Customer or Guest attempts to use a Hospitality Package at the Stadium and/or Hospitality Facility and the personal details of such Customer or Guest do not match the data provided in respect of such Hospitality Package, MATCH Hospitality or the Nitto ATP Finals Authority expressly reserves the right to cancel the relevant Hospitality Package(s) and/or to refuse entrance to the Stadium and/or Hospitality Facility to the Customer or Guest, with no right to any refund. Any Ticket and any other component of a Hospitality Package(s) may be made available for re-sale by MATCH Hospitality.
- 10.6 In their capacity as data subjects, Customers and Guests hold certain rights with regards to the processing of their personal data by MATCH Hospitality, including the right to be provided with information regarding the processing. In this respect, MATCH Hospitality will process their personal data in accordance with MATCH Hospitality Privacy Policy (current version of this Policy is available at www.match-hospitality.com/privacy-policy).
- 10.7 The personal data provided to MATCH Hospitality will, subject to applicable law, be used, processed, stored, shared with ATP and any third party authorised by ATP pursuant to these Sales Regulations and transferred to third parties designated by MATCH Hospitality and/or ATP (located both within and outside of the UK and Switzerland) in accordance with MATCH Hospitality Privacy Policy (current version of this Policy is available on request or at www.match-hospitality.com/privacy-policy) and for purposes relating to: (i) Hospitality Package sales and allocation procedures, (ii) any relevant safety and security measures, and (iii) rights protection measures in connection with the 2020 Nitto ATP Finals.
- 10.8 Applicants may update, correct or amend their personal data by contacting MATCH Hospitality in writing. If an application is cancelled or MATCH Hospitality rejects the Applicant's offer to purchase the Hospitality Packages, the Applicant may request deletion of its personal data provided in connection with the Application Form by contacting MATCH Hospitality in writing.
- 10.9 In case Hospitality Packages are bought by, lawfully allocated to or otherwise issued by way of contract to a legal entity, the legal entity will have to ensure that it has: (a) informed the individuals benefiting from the Hospitality Packages whose personal data is required, of the processing of their data, the purposes of the processing, the recipients of such data and their rights with respect to such data; (b) informed the individuals benefitting from the Hospitality Packages that MATCH Hospitality is the controller of their personal data, and (c) obtained from them their express consent, where requested.

11 Prohibition on the Resale and Transfer of Hospitality Packages

- 11.1 Except with MATCH Hospitality's express written consent, the Customer is prohibited from:
- (i) conducting any re-sale, exchange or other transfer (other than the provision to a Guest) of any Hospitality Package, Ticket, Hospitality Access Pass, parking pass (if applicable) or other benefit or service provided in connection with a Hospitality Package, whether for any value of any kind or otherwise, including, without limitation, in connection with any separate transaction with any third party under which any value of any kind is transferred to the Customer in connection (whether direct or indirect) with the provision by the Customer of any Hospitality Package; and
 - (ii) acting, purporting to act, or advertising its ability to act, as an agent, facilitator or representative of a third party for the purchase, or purported purchase, of Hospitality Packages (or any component of a Hospitality Package) by the third party.

- 11.2 Hospitality Packages may only be used by the Customer itself or by its Guests to which the Customer provides the Hospitality Packages.
- 11.3 The Customer shall ensure that none of its Guests resell, exchange or otherwise transfer, whether in whole or in part and whether for value or otherwise, any Hospitality Package, Ticket, Hospitality Access Pass, parking pass (if applicable) or other benefit or service provided in connection with a Hospitality Package, and that all Guests are informed in writing of this prohibition.
- 11.4 For the avoidance of doubt, any Customer or Guest who is entitled to use any component of a Hospitality Package must be the same person as the Customer or Guest who uses each of the corresponding components of the relevant Hospitality Package.
- 11.5 At no stage will a Guest become a party to the Sales Agreement or be entitled to any recourse against MATCH Hospitality or ATP or any Nitto ATP Finals Authority under the Sales Agreement.

12 Use of Hospitality Packages

- 12.1 The Customer expressly acknowledges and agrees that the purchase of a Hospitality Package does not grant the right to, or permit the Customer and/or its Guest(s) to exercise, any marketing, advertising or promotional rights with respect to the 2020 Nitto ATP Finals or any ancillary events operated by the ATP, any match, player or official participating in the 2020 Nitto ATP Finals, ATP, MATCH Hospitality or any other affiliated body or event.
- 12.2 The Customer shall not, and shall ensure that each of its Guests shall not, hold itself out as a sponsor of, or otherwise associate itself or its name in any manner whatsoever with, the 2020 Nitto ATP Finals or any ancillary event operated by the ATP, any match, player or official participating in the 2020 Nitto ATP Finals, ATP, MATCH Hospitality or any other affiliated body or event.
- 12.3 The Customer shall not, and shall ensure that each of its Guests shall not, before, during and after the 2020 Nitto ATP Finals:
- (i) use a Hospitality Package or any component thereof for any marketing, advertising or promotional purposes including, but not limited to, use as a prize in competitions, games, lotteries, sweepstakes, or any other similar activity;
 - (ii) conduct any promotional, advertising or marketing activity in connection with the 2020 Nitto ATP Finals or any ancillary event operated by ATP, any match, player or official participating in the 2020 Nitto ATP Finals, ATP, MATCH Hospitality or any other affiliated body or event; or
 - (iii) conduct any activity which MATCH Hospitality or ATP reasonably believes may lead to an association between the Customer and/or its Guest and the 2020 Nitto ATP Finals or ancillary event operated by ATP, any match, any player or official participating in the 2020 Nitto ATP Finals, ATP, MATCH Hospitality or any other affiliated body or event.
- 12.4 The Customer shall not, and shall ensure that each of its Guests shall not, develop, use or register any name, logo, trademark, symbol service mark or other mark (including without limitation the official name and logo of the 2020 Nitto ATP Finals) which may be inferred by the public as identifying with ATP, the 2020 Nitto ATP Finals, including the words or any other term used in any language to identify the 2020 Nitto ATP Finals or any similar indicia or derivation of such terms in any language.
- 12.5 The Customer shall not and shall ensure that each of its Guests shall not, bring or cause to have brought any promotional, advertising or commercial items of any kind into the Stadium or Hospitality Facility, including any banner, sign or leaflet for the purposes of display or distribution. By way of illustration only, the Customer and each of its Guests shall refrain from wearing, in any Stadium or Hospitality Facility, any clothing or materials which prominently features the name and/or logo and/or any other trademark of the Customer and/or its Guest(s) and which is intended to be worn as part of a group

wearing the same or similar clothing in a way which MATCH Hospitality or ATP may regard as the conduct of a promotional, advertising or commercial activity.

- 12.6 The Customer shall not and shall ensure that each of its Guests shall not, promote, sell, display or distribute any promotional, advertising or commercial items or services at the Stadium or Hospitality Facility, such as, without limitation, any drinks, food, souvenirs and clothing and flyers. All such items are subject to removal or confiscation by any Nitto ATP Finals Authority or, at the entrance of and within a Hospitality Facility, by MATCH Hospitality, and any person engaging in such activities is subject to ejection from the Stadium and/or Hospitality Facility.

13 Acceptance of Risk, Limitations on Liability, Customer and Guest Responsibilities

- 13.1 The following limitations of liability apply with respect to all Hospitality Package components, including, but not limited to, Tickets.

- 13.2 THE CUSTOMER SHALL NOT BE ENTITLED TO ANY RECOURSE AGAINST ATP IN RELATION TO ANY HOSPITALITY PACKAGES SOLD PURSUANT TO THE SALES AGREEMENT.

- 13.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS ALL RISKS AND DANGERS WHICH IT MAY FACE OR ENDURE WHILE ATTENDING THE 2020 Nitto ATP Finals OR PARTICIPATING IN ANY HOSPITALITY ACTIVITY AND WAIVES ANY CLAIMS AGAINST MATCH HOSPITALITY AND THE NITTO ATP FINALS AUTHORITIES RELATING TO SUCH RISKS AND DANGERS. THE CUSTOMER AND EACH GUEST (IN ITS OWN NAME AND ON BEHALF OF ANY MINORS USING A HOSPITALITY PACKAGE BOUGHT BY IT) ACCEPTS THAT THERE ARE RISKS TO ITS PERSONAL SAFETY OR PROPERTY LOSS ON THE WAY TO OR FROM AND OUTSIDE OF OR WITHIN THE STADIUM AND THE OTHER SITES. NOTHING IN THIS PARAGRAPH IS INTENDED TO REQUIRE A CUSTOMER OR GUEST TO ACCEPT RISKS OR DANGERS FROM, OR WAIVE RIGHTS TO DAMAGES ARISING FROM, THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF MATCH HOSPITALITY OR A NITTO ATP FINALS AUTHORITY.

- 13.4 SUBJECT TO SECTION 13.6 BELOW, MATCH HOSPITALITY AND EACH OF THE RESPECTIVE ENTITIES REFERRED TO AS THE "NITTO ATP FINALS AUTHORITIES" HAVE INDEPENDENT ROLES AND RESPONSIBILITIES IN CONNECTION WITH THE 2020 Nitto ATP Finals. NEITHER MATCH HOSPITALITY NOR ANY NITTO ATP FINALS AUTHORITY SHOULD BE HELD RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF ANOTHER NITTO ATP FINALS AUTHORITY OR MATCH HOSPITALITY. MATCH HOSPITALITY AND EACH NITTO ATP FINALS AUTHORITY IS RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS.

- 13.5 SUBJECT TO SECTION 13.6 BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, MATCH HOSPITALITY SHALL NOT BE LIABLE TO THE CUSTOMER AND/OR ANY GUEST FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR LOSS OF REPUTATION) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR ANY BREACH OF THE SALES AGREEMENT AND THE MAXIMUM LIABILITY OF MATCH HOSPITALITY TO THE CUSTOMER AND/OR GUEST IN CONTRACT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SALES AGREEMENT SHALL NOT EXCEED THE TOTAL PRICE PAID FOR HOSPITALITY PACKAGES BY THE CUSTOMER TO MATCH HOSPITALITY IN RESPECT OF THE SALES AGREEMENT.

- 13.6 NOTHING IN THE SALES AGREEMENT WILL AFFECT THE STATUTORY RIGHTS (INCLUDING CONSUMER RIGHTS IF AND WHEN APPLICABLE) OF ANY CUSTOMER OR GUEST OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR IMPROPER CONDUCT BY MATCH HOSPITALITY OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- 13.7 THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THE USE OF ITS TICKET AND/OR HOSPITALITY ACCESS PASS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER AND EACH GUEST INDEMNIFIES AND HOLDS HARMLESS MATCH HOSPITALITY AND NITTO ATP FINALS

AUTHORITIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES SUFFERED AND/OR INCURRED IN CONNECTION WITH, ARISING OUT OF OR RESULTING FROM:

- (i) ITS MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS; OR
- (ii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY A MINOR IF THE TICKET AND/OR HOSPITALITY ACCESS PASS WAS PROVIDED BY THE CUSTOMER; OR
- (iii) THE MISUSE OF A TICKET AND/OR HOSPITALITY ACCESS PASS BY ANY OTHER THIRD PARTY WHICH HAS OBTAINED, DIRECTLY OR INDIRECTLY, A TICKET AND/OR HOSPITALITY ACCESS PASS THROUGH IT; OR
- (iv) A VIOLATION OF THE TICKET GTCs, THESE SALES REGULATIONS, THE STADIUM RULES AND/OR ANY OTHER RELEVANT LAWS OR BY-LAWS; OR
- (v) ANY OTHER HARMFUL CONDUCT IN CONNECTION WITH THE TICKET AND/OR HOSPITALITY ACCESS PASS.

THIS MEANS THAT IF A CUSTOMER OR GUEST VIOLATES ANY TICKET AND/OR HOSPITALITY ACCESS PASS RELATED RULES, IT MUST TAKE FULL FINANCIAL RESPONSIBILITY AND PAY FOR ANY DAMAGE, INCLUDING LEGAL COSTS, THAT MATCH HOSPITALITY AND/OR THE NITTO ATP FINALS AUTHORITIES MAY INCUR IN MANAGING OR RESOLVING THE PROBLEMS CAUSED BY THE VIOLATION.

- 13.8 THE CUSTOMER AND EACH GUEST IS RESPONSIBLE FOR THEIR PERSONAL ARRANGEMENTS CONNECTED TO THE HOSPITALITY PACKAGES (INCLUDING, WITHOUT LIMITATION, TRAVEL AND ACCOMMODATION) AND SUCH ARRANGEMENTS ARE ENTERED INTO BY THE CUSTOMER AND EACH GUEST AT THEIR OWN RISK AND MATCH HOSPITALITY SHALL NOT BE LIABLE FOR ANY COSTS OR LOSSES RELATING TO SUCH ARRANGEMENTS SUFFERED BY THE CUSTOMER AND ANY GUESTS.

14 Unforeseen Circumstances and Insurance

- 14.1 MATCH Hospitality shall not be liable for any failure to provide Hospitality Facilities and hospitality services and benefits due under any Hospitality Package as a result of any delay, cancellation, abandonment and/or interruption, relocation or postponement of the 2020 Nitto ATP Finals (whether in whole or in part) whether due to a Force Majeure Event or not. Furthermore, the Customer acknowledges that players may withdraw or decide not to play in the 2020 Nitto ATP Finals for a variety of reasons and that the failure of any player to play or continue to play in the 2020 Nitto ATP Finals shall not be considered a breach of these Sales Regulations and shall not entitle Applicant to any reduction, rebate or refund of or credit against any consideration rendered hereunder.
- 14.2 The Customer is responsible for, and is recommended to arrange, its own insurance (such as, without limitation, travel insurance, public liability insurance or cancellation insurance) to cover risks and associated costs arising out of or connected to these Sales Regulations.

15 Termination

- 15.1 In the event that any Customer fails to ensure that MATCH Hospitality receives, in full any amount due and payable, MATCH Hospitality reserves the rights specified in Section 6.6, including, without limitation, the right to terminate the Sales Agreement in full or in part.
- 15.2 The Customer agrees and acknowledges that, in the event of a violation of any term of the Ticket GTCs, these Sales Regulations, the Stadium Rules or any other relevant laws or by-laws, MATCH Hospitality shall, in addition to all other rights and remedies that MATCH Hospitality may have, retain the right to:
- (i) terminate the Sales Agreement in whole or in part;
 - (ii) render null and void any applicable Hospitality Access Pass;

- (iii) enforce ATP's right to cancel and/or rescind the Ticket(s) comprised in the Hospitality Package;
 - (iv) refuse entry into the Stadium and/or any Hospitality Facility to the offending Customer and/or Guest, or eject the Customer and/or Guest from the Stadium and/or Hospitality Facility;
 - (v) file suit to enforce the Sales Agreement and claim damages, if appropriate; and/or
 - (vi) notify governmental authorities of a violation of the provisions of the Ticket GTCs, these Sales Regulations, Stadium Rules, and/or the relevant laws or by-laws that correspond to violations of applicable criminal or other laws.
- 15.3 The Customer agrees and acknowledges that, in the event of a violation of any term of the Ticket GTCs, or the Stadium Rules or any other relevant laws or by-laws, ATP, or MATCH Hospitality acting on ATP's behalf, shall, in addition to all other rights and remedies that ATP may have, retain the right to:
- (i) cancel and/or rescind any Ticket being part of the Hospitality Package; and/or
 - (ii) refuse entry into the Stadium and/or any Hospitality Facility to the offending Customer and/or Guest or eject the Customer and/or Guest from the Stadium and/or Hospitality Facility.
- 15.4 The Customer agrees and acknowledges that:
- (i) MATCH Hospitality remains entitled to terminate, in whole or in part, the Sales Agreement if ATP has exercised any of its rights set out in Section 15.3 above; and
 - (ii) ATP remains entitled to cancel and/or rescind the Ticket(s) comprised within the Hospitality Package if MATCH Hospitality has exercised any of its rights set out under Section 15.2 above.
- 15.5 In addition to laws applicable in other countries, the government of the country in which the 2020 Nitto ATP Finals is being held or Swiss governments may enact laws or regulations that make it a criminal offence to transfer and/or use Tickets or Hospitality Access Passes in violation of the Ticket GTCs, these Sales Regulations, the Stadium Rules, or any other relevant laws or by-laws. Customers and their Guests are advised to obtain information about applicable laws relating to Tickets and Hospitality Access Passes.
- 15.6 Further to other termination rights granted under the Ticket GTCs and the corresponding right to cancel Hospitality Packages reflected in these Sales Regulations, MATCH Hospitality shall have the right to cancel any Hospitality Package in the event of:
- (i) any insolvency, bankruptcy filing or liquidation of the Customer;
 - (ii) the appointment of an administrator in respect of the Customer;
 - (iii) the Customer entering into an arrangement with its creditors; or
 - (iv) any other event which may give rise to the reasonable belief that the Customer will not be able to complete the full payment of the Hospitality Package purchase price;
- provided that any such events occur prior to receipt by MATCH Hospitality of the full purchase price of the Hospitality Package.
- 15.7 In the event of termination, any payment made by the Customer, whether in full or in part, will be retained by MATCH Hospitality as partial compensation for the administration and cancellation fees and production costs. MATCH Hospitality nevertheless retains the right to sue for a higher level of applicable damages.

16 Miscellaneous

- 16.1 Should any provision(s) of these Sales Regulations or the Sales Agreement be declared void, ineffective or unenforceable by any competent court, the remainder of the Sales Regulations and the Sales Agreement will remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.
- 16.2 The Sales Agreement (together with its component parts) has been drafted in English.
- 16.3 Certain provisions of the Ticket GTCs and these Sales Regulations may be restated in a condensed format so that they may be printed, respectively, within the confined space allocated on the back of each Ticket and the Hospitality Passes. In the event of any doubt regarding the scope or meaning of the condensed provisions of the Ticket GTCs as located on the reverse side of any Ticket and these Sales Regulations as located on the reverse side of any Hospitality Passes, the full terms of the Ticket GTCs and these Sales Regulations will apply and will prevail over the condensed provisions.
- 16.4 MATCH Hospitality reserves the right to refuse the purchase of Hospitality Packages by Applicants who are identified by ATP as being prohibited from any such purchase.
- 16.5 If there is any inconsistency between the provisions of these Sales Regulations and the Ticket GTCs with respect to any matter pertaining to the use of a Ticket at the Stadium, the Ticket GTCs shall apply and will prevail over the terms of the Sales Regulations.
- 16.6 The Sales Agreement will be governed by, and interpreted in accordance with, the substantive laws of Switzerland and to the exclusion of the Vienna Convention on the International Sale of Goods.
- 16.7 To the fullest extent allowed by applicable law, and in the absence of amicable settlement, any disputes arising out of or in connection with the Sales Agreement shall be resolved exclusively by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force at the time when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three (3). The seat of arbitration shall be Zürich, Switzerland. The arbitral proceedings shall be conducted in English.
- 16.8 Clauses 16.9 to 16.15 are applicable *only* if and when English consumer law applies.
- 16.9 In the event of a dispute between MATCH Hospitality and the Customer, an amicable settlement shall be sought prior to any legal action. To this end, the Customer is asked to contact MATCH Hospitality customer services (contact details are set out in clause 16.14 below) and provides his/her last name, address, email, and where appropriate the order number.
- 16.10 The Customer is informed that he/she is also permitted to seek assistance from a consumer mediator in view of amicably resolving disputes over the execution of a sales or service provision contract by traders. To this end, MATCH Hospitality proposes for the Customer to use the services of ADR Group of The Dounsells, Mores Lane, Brentwood, Essex CM14 5RZ (telephone: 020 3600 5050 and email: consumer-dispute@adrgroup.co.uk).
- 16.11 The consumer mediator may be able to examine a dispute only if MATCH Hospitality customer services have not replied in a satisfactory manner to the client's written complaint.
- 16.12 The consumer mediator will not be able to examine a dispute if: (i) the request is clearly ungrounded or abusive; (ii) the dispute has been previously examined or is being examined by another mediator or a court; (iii) the Customer has filed the request to the mediator more than one year after sending the written complaint to MATCH Hospitality; or (iv) the dispute does not fall within its jurisdiction.
- 16.13 The Customer's request should contain the following elements in order to be processed as quickly as possible:

- (i) full name, postal, email and telephone contact details of the Customer, and the full contact details of MATCH Hospitality; and
 - (ii) a brief explanation of the facts and proof that the Customer has first tried to resolve the dispute directly with Match Hospitality without success prior approaching the mediator.
- 16.14 For any information or questions, the Customer may contact MATCH Hospitality Customers Services telephone number: +44 (0) 20 3763 6130 and email: customerservice@match-hospitality.com.
- 16.15 The European Commission also provides an online dispute resolution platform at the disposal of the Customer for disputes such as the Customer may have with MATCH Hospitality, which can be found at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.
- 16.16 The Customer agrees to indemnify and hold harmless MATCH Hospitality and the Nitto ATP Finals Authorities, as well as their respective officers, directors, employees, representative or agents against any and all liabilities, obligations, losses, damages, penalties, claims, fines and expenses (including reasonable legal expenses) resulting from, arising directly out of, or directly attributable to:
- (i) any claim by any Guest against MATCH Hospitality or a Nitto ATP Finals Authority in connection with any purported breach by MATCH Hospitality of the Sales Agreement;
 - (ii) any activity conducted by the Customer or any of its Guests which causes damage to MATCH Hospitality or a Nitto ATP Finals Authority or to the enjoyment of Hospitality Packages by any other Customer or Guest; and
 - (iii) any activity conducted by the Customer or any of its Guests which infringes the intellectual property rights of MATCH Hospitality and/or ATP.
- 16.17 A notice under or in connection with the Sales Agreement must be in writing and must be delivered personally or sent by overnight mail delivery service or by fax or by PDF attached to an email to the party due to receive the notice. MATCH Hospitality's address, fax and email details are those specified in the Confirmation of Purchase. The Applicant's address, fax and email details are those specified in the Application Form. Either party may amend such details by written notice to the other party.
- 16.18 The Sales Agreement shall not be amended or modified, and no provision hereof shall be deemed to have been waived by either party, except by a written instrument signed by both MATCH Hospitality and the Customer.

17 Definitions

"Acceptance of Terms and Conditions Box" means the tick box located on the checkout page which reads substantially as follows: "I hereby accept and will comply with the Sales Regulations, Product Description, Ticket GTCS, Stadium Rules and other requirements of the Application Process and Application Form."

"Applicant" means any legal entity or individual wishing to purchase a Hospitality Package via the Webshop.

"Application Form" means the online order form for the application of Hospitality Packages on the Webshop.

"Application Process" means the online application process under which the Applicant applies for Hospitality Packages on the Webshop.

"ATP" means the governing body of the international men's professional tennis circuit known as the ATP World Tour.

“Nitto ATP Finals Authority” means any out of ATP, the Stadium management and/or any governmental entity responsible for safety and security in connection with the 2020 Nitto ATP Finals, and their respective employees, volunteers, agents, representatives, officers and directors.

“Confirmation of Purchase” means the document emailed to the Customer confirming the purchase of a Hospitality Package and providing details of such purchase.

“Customer” means any legal entity or individual duly identified in the Confirmation of Purchase, which has acquired a Hospitality Package.

“Force Majeure Event” shall mean a storm, earthquake, flood or other act of God, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, riot, national state of emergency, plague, act of terrorism, rebellion, strikes, lock-outs or other industrial disputes, acts of governments or other prevailing authorities, or any other similar or related event which is beyond the control of ATP or another Nitto ATP Finals Authority.

“Guest” means any individual invited by the Customer and to whom a Customer provides a Hospitality Package which has been sold to the Customer by MATCH Hospitality.

“Hospitality Access Pass” means the pass, badge, wristband or other device which may be issued entitling the holder (being only the Customer or a Guest) to access Hospitality Facilities.

“Hospitality Facility” means any location or facility either offsite or at the site of the Stadium to which Customers and Guests are admitted, by virtue of the rights afforded by a Hospitality Package, to enjoy the provision of official 2020 Nitto ATP Finals hospitality services and benefits.

“Hospitality Package” means any official hospitality package comprising a Ticket and certain Match-day hospitality benefits and services to be provided at any Hospitality Facility in connection with the 2020 Nitto ATP Finals. Where stated in the Product Description Hospitality Packages may include park and ride services but otherwise do not include services or benefits provided other than at a Hospitality Facility, such as (without limitation) ground transportation, air travel or accommodation services.

“MATCH Hospitality” means MATCH Hospitality AG (UK branch office) of The Gatehouse, 16 Arlington Street, London, SW1A 1RD.

“Product Description” means the description of each Hospitality Package, or series of Hospitality Packages which are the subject of any Confirmation of Purchase.

“Sales Agreement” means the agreement between MATCH Hospitality and the Customer for the purchase of Hospitality Packages, as more fully described in Section 4.

“Sales Regulations” means these regulations governing the sale via the Webshop and use of Hospitality Packages.

“Stadium” means the stadium or stadia in which the 2020 Nitto ATP Finals is being held.

“Stadium Rules” means the rules, regulations and bylaws of the Stadium which set out the terms of each guests’ access to the Stadium, as may be updated from time to time.

“Ticket” means any ticket (in whatever form ATP may decide including paper ticket or e-ticket) which is issued by ATP (or a third party authorised by ATP) and which entitles its holder to access the Stadium and to seat within a specific court of the Stadium on the date specified on the ticket.

“Ticket GTCs” means the 2020 Nitto ATP Finals Ticket Terms and Conditions (as may be updated from time to time), representing the general terms and conditions issued by ATP which apply to the use of any and all Tickets, which are, among others, binding on, and enforceable against, any person purchasing, holding or using a Ticket, including any Ticket being part of a Hospitality Package.

“Webshop” means the online sales shop for Hospitality Packages under which Applicants can apply for Hospitality Packages.

2020 Nitto ATP Finals
General Ticket Terms and Conditions

1. The Venue's full Terms and Conditions of sale and admission can be found at www.theo2.co.uk or are available upon request from The O2 Box Office.
2. Please check your Tickets upon receipt as mistakes cannot always be rectified. Defacing the Ticket or removing the Ticket stub will invalidate the Ticket. You must produce a valid ticket or wristband to gain entry to the venue and upon request for inspection at any time. Failure to produce your ticket or wristband when requested may result in you being ejected from the venue.
3. Resale or attempted resale or purchase of a Ticket other than via an authorised ticket agent is grounds for seizure or cancellation without refund or compensation. You must retain your Ticket with you at all times during the Event.
4. Tickets are not issued on a sale or return basis and cannot be cancelled or exchanged after purchase other than in accordance with the Terms and Conditions.
5. It is your responsibility to check that the Event is going ahead at the date and time printed on this Ticket. All advertised participants and times are approximate and subject to change.
6. If an Event is cancelled or rescheduled or postponed please refer to your point of purchase for details of your ticket agent's refund and/or exchange policy.
7. We reserve the right to provide alternative seats to those specified on this Ticket where it is not possible to allow you to occupy the specific seat printed on your Ticket.
8. We are not liable for any Tickets which are lost, stolen or damaged.
9. For The O2 arena, child tickets are valid for those born after 15 November 2003. Children must be accompanied by an adult aged over 18.
10. In order to ensure the security, safety and comfort of all patrons, we reserve the right at our reasonable discretion to refuse admission to or to eject you from the Venue without compensation or refund.
11. Searching of persons and their personal belongings is a condition of entry and bringing or attempting to bring Prohibited Items into the Venue shall be grounds to refuse admission to or to eject you from the Venue without compensation or refund. Please see full Terms and Conditions for details of Prohibited Items.
12. Animals, with the exception of assistance dogs, are not permitted in The O2. Food and

beverages cannot be brought into The O2 arena.

13. When purchasing alcohol if you appear to be under 25 you will be asked for proof of age. The O2 is a non-smoking venue.

14. There will be no admission to the Event before the designated opening times. In some instances, latecomers may not be admitted until a suitable break in the Event.

15. There is no re-admission once you have left the Venue.

16. Should you experience any problems during your visit please contact the nearest steward as every effort will be made to resolve issues prior to or during the Event.

17. In seated areas other people might stand up in front of you during the Event.

18. Customers are requested to address any specific access requirements in advance of their visit by contacting access@theo2.co.uk or by calling on 020 8463 3359.

19. The O2 is located at North Greenwich tube station and can also be accessed via bus and river. Please see www.tfl.gov.uk and www.thamesclippers.com for transport information. You must leave the Venue quietly in consideration for our neighbours.

20. No ticket holder may continually collect, disseminate, transmit, publish or release from the grounds of the Tournament any match scores or related statistical data during match play (from the commencement of a match through its conclusion for any commercial, betting or gambling purpose). The continual use of laptop computers or other handheld electronic devices within the confines (spectator area) of the tournament match courts is prohibited. The exception to this provision is properly credentialed media, tournament vendors and tournament staff when used in the performance of their duties. Violation of this or any other policy may subject the violator to removal from the Venue without compensation, refund or re-entry.

21. Due to injury or other reasons for withdrawal, we reserve the right to provide alternative participants to those advertised for the Event and the appearance and participation of such alternates shall not give rise to the right or claim for any refund or exchange.

22. Tickets may not be used for any advertising or promotional purposes, or used as a contest prize without the prior written permission of the ATP. Further, we reserve the right to invalidate existing tickets or refuse to sell tickets to any individual who has engaged in the unauthorized promotional use of such tickets.

23. CCTV and film cameras may be present at and around The O2 Campus and The O2 arena, this includes filming by the police or security staff carried out for the security of visitors, and

filming and/or photography by The O2, AEG, the ATP World Tour, the Nitto ATP Finals and each of its respective agents. By purchasing a Ticket to and/or attending the Nitto ATP Finals 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 audiovisual recording (“Footage”), all rights in which will be owned by The O2, AEG, the ATP World Tour, the Nitto ATP Finals or the relevant third party. You also agree that any such Footage may be used by The ATP World Tour, the Nitto ATP Finals, its licensees and those authorized in any and all media for any purpose at any time throughout the world, including (with the exception of CCTV or security Footage) for commercial purposes, such as merchandising or DVDs, without payment, compensation or credit to you.

24. Full Tournament terms and conditions can be found at www.NittoATPFinals.com

General Terms and Conditions of The O2 arena

Venue Tickets and Admission

AnSCO Arena Limited, Anschutz Sports Holdings Limited, AnSCO Music Club Limited, AnSCO Piazza Management Limited and The Waterfront Limited Partnership (referred to herein collectively as "AEG", "we" or "us")) for either The O2 arena, The O2 bubble, or indigo2 or events taking place in those areas known as the "Live Quarter" or "London Piazza" within The O2 (each a "Venue") are respectively authorised to sell tickets to events taking place at the Venues (each an "Event") as an agent on behalf of the promoter or organiser of the Event (the "Organiser").

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, certain words have specific meanings, as follows:

"AEG" / "we" / "us" / "our"

means any or all of the following companies: AnSCO Arena Limited, Anschutz Sports Holdings Limited, AnSCO Music Club Limited, AnSCO Events Limited, AnSCO Piazza Management Limited, AnSCO Piazza Building 1 Limited and The Waterfront Limited Partnership.

"Event"

means a music concert, sporting event or other live event taking place at any Venue.

"Organiser"

means a person or entity organising an Event, which may be AEG and/or may be another person or entity such as a promoter, producer, artist, sporting team or record label.

"The O2"

means the multipurpose entertainment destination located at Peninsula Square, London SE10 0DX, including each of the Venues (as defined below).

"Ticket"

means a ticket, electronic ticket, wristband or any other device or mechanism which allows the bearer to attend an Event.

"Ticket Agent"

means a person authorised by the Organiser(s), to sell Tickets on behalf of the Organiser(s).

"Ticket Terms"

means the terms and conditions of AEG (and in some case any other Organiser) which are printed on the back of hard copy Tickets or otherwise displayed in relation to Tickets.

"Venue"

means The O2 arena, Building 5, indigo at The O2, Building Six, the areas known as the "Entertainment District", "The Quadrant", "Peninsula Square" and/or any other area within or around The O2 in which Events take place.

"Venue Terms"

means these terms and conditions.

"you" / "your"

means any person seeking admission to The O2 and/or to any specific Venue to attend an Event.

2. HOW THESE TERMS WORK

2.1 AEG operates The O2 and the Venues.

2.2 Your admission to and conduct at The O2, all Venues and at all Events is governed by these Venue Terms. By purchasing Tickets and/or entering or attempting to enter a Venue, you will be taken to have accepted these Venue Terms and, where a Ticket has been purchased, the Ticket Terms.

2.3 Some Organisers and/or Ticket Agents may have their own terms and conditions, which will apply to you when using your Tickets to attend an Event. These will apply in addition to the Venue Terms and the Ticket Terms. If there is any inconsistency between these Venue Terms and the Ticket Terms, and the terms specified by Organisers and/or Ticket Agents, these Venue Terms and the

Ticket Terms will apply in priority to the others. To the extent that there is a conflict between these Venue Terms and the Ticket Terms, the Ticket Terms will take precedence.

3. AMENDMENTS TO THESE TERMS

3.1 These Venue Terms may be amended from time to time, to reflect changes in the rules of admission, changes in health and safety and/or security procedures, changes to the arrangements in place between AEG and relevant Ticket Agents and/or Organisers, and/or changes in relevant laws and regulatory requirements.

3.2 Each visit to The O2 (including each Venue) will be subject to the Venue Terms in force at the time of the visit. It is your responsibility to check the Venue Terms before entering The O2, so that you are aware of any changes.

3.3 AEG reserves the right to change its Ticket Terms from time to time, as these may vary on an Event by Event basis. It is your responsibility to check the Ticket Terms for each Event.

4. YOUR TICKET

4.1 Your Ticket may be in the form of paper, mobile/bar code, email, wristband or chip technology or such other form that becomes available over time including paperless mechanisms. Tickets cannot be cancelled or exchanged after purchase, other than in accordance with these Venue Terms and the terms of the Ticket Agent from which they are purchased.

4.2 Only persons holding a valid Ticket (and in some cases valid ID, pursuant to section 7.1 of these Venue Terms) will be admitted to Events at The O2. You must keep your Ticket with you at all times during an Event.

4.3 Keep your Tickets safe. Your Ticket may be invalidated if any part of it is removed, altered or defaced. Removing the Ticket stub of a physical Ticket will invalidate the Ticket. Tickets cannot be duplicated if lost or stolen and neither AEG nor any Organiser will be liable for any lost or stolen Tickets.

4.4 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.

4.5 For Events with seated and standing arrangements, each Ticket provides you with the right to use a seat or to stand in an area (as applicable) of a value and location corresponding to that stated on your Ticket. Where it is not possible to allow you to occupy the specific seat/area printed on your Ticket we reserve the right to provide alternative seats/areas. In these circumstances, we will use reasonable endeavours to provide you with a seat/area of equal value to that which you purchased. Where we are unable to do so we will reimburse to you the difference in value of the seat/area we are able to provide and the value of the seat/area printed on your Ticket. We shall have no further liability to you as a result of the change in seats/areas.

The O2's full terms and conditions relating to Ticket sales and admission (the "Terms and Conditions") can be found at www.theo2.co.uk and are available upon request from The O2 box office.

Your Ticket may be in the form of paper, mobile/digital ticket. Please check your Ticket upon receipt as mistakes cannot always be rectified. Defacing a Ticket or removing a hard copy Ticket stub will invalidate the Ticket. The O2 is not liable for any Tickets which are lost, stolen or damaged, or for any electronic tickets that are not accessible due to your Ticket and/or device being inaccessible due to corruption, viruses, depleted batteries or otherwise damaged.

Purchase of a Ticket from any party other than from AXS.com or an authorised Ticket agent, or from the ticketing partner of the event promoter are grounds for seizure or cancellation of such Ticket without refund or other compensation.

AXS Marketplace is the operator of the official Ticket resale marketplace for The O2.

Resale, or attempted resale, of a Ticket other than via AXS Marketplace or the official resale marketplace of the event promoter are grounds for seizure or cancellation of such Ticket without refund or other compensation.

If you have shared a Ticket with a third party for example with an accompanying attendee or a purchaser of a Ticket via an official resale marketplace) you cannot retrieve or force the return of such Ticket without a recipient manually returning the Ticket to your account.

If you are unsure as to whether or not a person offering Tickets for sale is an authorised Ticket agent, ticketing partner or official Ticket resale partners, please contact our Customer Service department on 0208 463 2000. Auction sites and non-ticket specific consumer to consumer websites (e.g. Viagogo or StubHub) are not authorised Ticket agents.

Tickets are not issued on a sale or return basis and cannot be cancelled or exchanged after purchase other than in accordance with the Terms and Conditions (subject always to these Ticket terms and conditions).

We may seize and/or cancel without refund any Ticket purchased using methods generated by a script, macro, ticket-bot, through the use of automated devices or any similar method.

You must present a valid Ticket to gain entry to the venue and upon request for inspection at any time during the event. Failure to present your Ticket when requested may result in you being ejected from the relevant venue and/or The O2.

It is your responsibility to check that the event is going ahead at the date and time displayed on a Ticket. All advertised times are approximate and subject to change.

If an event is cancelled or rescheduled or postponed please refer to the point of purchase for details of your Ticket agent's refund and/or exchange policy.

We reserve the right to provide alternative seats to those specified on a Ticket where it is not possible to allow you to occupy the specific seat printed on your Ticket.

All children (including infants) need a Ticket to enter the event unless otherwise specified on the event details page. Children aged 15 and under must be accompanied by an adult aged 18 or over within The O2 arena. Children aged 16 and under cannot enter standing areas.

There is no re-admission once you have left the venue.

Customers are requested to address any specific access requirements in advance of their visit by contacting access@theo2.co.uk or 0208 463 3359.

Food and beverages cannot be brought into The O2 arena or indigo at The O2 and may be restricted or limited in relation to events taking place at other venues within The O2.

5. TICKET PURCHASE & RESALE

5.1 Our authorised primary Ticket Agent is AXS. The Organiser may also have appointed its own authorised Ticket Agent(s) for the Event. If you are unsure whether a person offering Tickets for sale is an authorised ticket agent, please contact us. Please be aware that auction sites are not authorised ticket agents.

5.2 Please only purchase tickets through authorised ticketing sites such as www.axs.com. If you have, or suspect you may have been a victim of fraud when purchasing tickets, please report it to Action Fraud www.actionfraud.police.uk.

5.3 We are entitled to seize and/or cancel any Ticket, without notice and without refund or other compensation, which has been resold, attempted to have been resold or which has been purchased other than via an authorised Ticket Agent, ticketing partner or (where applicable) the official ticket resale partner of the relevant Venue, AEG or the Organiser. We may also seize and/or cancel without refund any Ticket purchased using (or suspected to be using methods) methods generated by a script, macro, ticket bot or automated devices. Information regarding the purchase of any such Ticket and its holder may be passed on to the relevant authorities.

5.4 Neither we nor any Organiser will be required to accept Tickets if we know or have reasonable grounds for believing that the Tickets have been duplicated or purchased from any of the following: unauthorised agents or other unauthorised sources including, without limitation, ticket touts. We are entitled to refuse entry to any person holding such a Ticket, or to eject them from the Venue and/or the Event.

5.5 The number of Tickets purchased may be subject to a cap. Ticket Agents will notify you of this before you make your booking. We reserve the right to request that Ticket Agents cancel any Tickets which we reasonably believe were bought in excess of this cap, or were otherwise purchased in breach of these Venue Terms.

5.6 Tickets may not be used for promotions, competitions, sweepstakes or for other commercial purposes without the prior written consent of AEG and the Organiser.

6. AGE RESTRICTIONS AND YOUNG PERSONS

6.1 All children and infants must have a Ticket in order to attend an Event – unless otherwise specified on the Event details page, during the booking process or on the Ticket Terms.

6.2 The following restrictions apply to Events taking place at The O2 arena, indigo at The O2 and, where specified in the booking process, in relation to Events in any other Venues (subject to any additional age restrictions that may apply to individual Events or Venues):

(a) children under 15 must be accompanied by an adult aged 18 or over; and

(b) children under 16 may only enter the Event with seated Tickets and cannot enter the standing area. We will not be liable to refund any standing Tickets which have been purchased for children under 16.

6.3 Events may be age restricted. It is the responsibility of the purchaser of the Tickets to check before purchasing the Tickets that they and the persons for whom they purchase the Tickets can comply with such age restrictions. If you attend an Event where age restrictions apply, and/or if you are claiming a concession, you must be able to provide photographic proof of identity and age or entitlement, as appropriate. We reserve the right to refuse entry, without refund, to any person who is unable to provide such photographic proof.

6.4 It is your responsibility to check the suitability of an Event for any children in your party regardless of official age restrictions. This includes considering the type of audience the Event is likely to attract and whether such an audience is a suitable environment for children in your party. Refunds will not be issued if any aspect of an Event, including the behaviour of other audience members, causes offence to you or any children on whose behalf you have purchased Tickets.

6.5 We do not recommend subjecting children to loud music over a sustained period of time. Hearing protection is advised for Events taking place at The O2 arena and indigo at The O2 and is advisable for any other Events where loud music is involved. A concert environment is not suitable for very young children.

6.6 Except for shows specifically aimed at children, accompanying adults should be confident that children within their party will not cause disruption to other audience members. Any disruption may result in you and your children being removed from the Venue and The O2.

7. ENTRY

7.1 For an Event at our Venues you must produce:

(a) a valid Ticket; and

(b) in some cases, if you are the lead booker for a party you must produce valid photographic proof of identity which matches the name displayed on all Tickets held by the party;

in order for you and your party to enter The O2 arena and certain other Venues or areas within The O2 as applicable. In the case of (b), all members of a party must enter The O2 (or the relevant Venue) with the lead booker.

You may be asked to show your Ticket and/or ID for inspection at any time during the Event. Failure to do so may result in you being required to leave the relevant Venue and/or The O2.

7.2 Searching is a condition of entry to protect your safety and that of other visitors. We may conduct security searches of clothing, bags and other items, as determined by us in our reasonable discretion, including on entry and exit of our Venues and The O2.

Walk-through metal detecting arches are in operation at The O2. The arches are certified safe for all persons to pass through. If you have a health condition and do not wish to pass through the arches, for instance if you are pregnant or have a pacemaker, please alert our security staff. We reserve the right to refuse entry to The O2/relevant Venue if you refuse to use the arches, as determined at our reasonable discretion.

7.3 Prohibited Items - We reserve the right to prohibit within The O2 or individual Venues:

items which are illegal. Anyone found in possession of illegal or contraband goods may also be liable for prosecution;

- weapons, ammunition, explosives, horns, whistles, drums, fireworks, flagpoles, large umbrellas or any other item which in our reasonable opinion, may cause danger or disruption to any Event or to other visitors (regardless of whether or not such item is illegal or is carried for specific purposes);
- religious symbols of faith, where certain conditions for entry (policy available on request and/or as otherwise determined within our discretion), are not met;
- items which artists performing at an Event or their management have asked us to prohibit;
- items which are otherwise prohibited pursuant to these Venue Terms or the Ticket Terms; or
- large bags or other large items. Individuals will be permitted to take small bags, no larger than 35cm x 40cm x 19cm, or standard sized handbags in to the Arena, Building 6, Indigo and other event spaces. If you have to bring a large bag or large item with you to an Event, you will need to leave it at the bag storage facility in Car Park 1. Your bag will need to be screened and you will need to pay the relevant fee before it will be accepted into the bag storage facility. This facility is only available for certain Events and will close thirty minutes after the Event finishes. Bags or items will not be held overnight. If

in the event you do not pick them up before the bag drop facility closes call Customer Services to collect: 0208 463 2000.

You are not permitted to bring food and beverages into any Venue except as set out in section 10 below.

7.4 You are responsible for safeguarding your property when at The O2. AEG will have no liability for property that is lost, stolen or damaged when at The O2. All items left with stewards before entry into a Venue are left at your own risk.

7.5 Animals, with the exception of assistance dogs, are not permitted in The O2. Customers attending with assistance dogs are requested to contact The O2 in advance of booking tickets for an Event at a Venue for further information.

7.6 You may be ejected from or not permitted to enter The O2 or any Venue and required to surrender any Tickets you hold, without refund, if you refuse:

to leave a Prohibited Item (see section 7.3) with our stewards;
to be searched; and/or
in our reasonable opinion, you or your behaviour, or any item you are carrying might:

- (a) pose a health and safety risk;
- (b) affect the enjoyment of other visitors;
- (c) affect the running of the Event;
- (d) cause damage to or interfere with the property of AEG or the Organisers;
- (e) be in breach of these Venue Terms or the Ticket Terms;
- (f) be illegal;
- (g) lead to a breach of any licensing conditions applicable at the Venue; or
- (h) be in breach of any rules and regulations exhibited on notices at the Venue, such as (without limitation):

entering any backstage or prohibited areas;
standing on seats or in walkways;
climbing on the building structure;
throwing any objects or substances onto the stage or into the crowd or at another visitor; or
smoking, including e-cigarettes.

7.7 In order to ensure the security, safety and comfort of all visitors, we reserve the right at our reasonable discretion to refuse your admission to, or to eject you from, the relevant Venue without compensation or refund.

7.8 Should you experience any problems while in The O2 please contact the nearest steward so that every reasonable effort can be made to resolve the issue prior to, or during the Event you are attending. Complaints are very difficult to resolve after the Event.

8. EVENTS

8.1 There is no re-admission once you have left a Venue except in limited circumstances and at our sole discretion. This does not include leaving The O2 arena bowl to purchase refreshments or use the washroom facilities within The O2 arena.

8.2 In relation to seated Events, other members of the audience may stand up during the Event. This may block your view if you choose to remain seated or if they are taller than you. Refunds and

compensation will not be offered if your view is restricted in this way or otherwise disturbed by members of the audience entering/exiting their seat.

8.3 Floor seating is not tiered and a refund or compensation will not be offered if your view is restricted as a result of the floor not being tiered.

8.4 There will be no admission to the Event before the designated door opening times.

8.5 For some specific Events, and at the request of the artist, latecomers may not be admitted into the Venue until a suitable break in the performance (if any). We will not refund Tickets if you miss all or part of an Event due to your late arrival.

8.6 The use of cameras, video and/or sound recording equipment (including via mobile phones) other than for personal use (i.e. for commercial use) is prohibited and such items may not be used within individual Venues except with our express written consent.

8.7 You are required to observe and comply with all rules and regulations shown on notices at The O2 and individual Venues and to comply with all instructions given to you by Venue stewards and staff at the Event.

8.8 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 starts early and to ensure that you are able to stay until the close of the Event, should you wish to if it overruns. If an Event does not run to the precise times advertised, refunds will not be payable on Tickets and we will not be responsible for the cost of alternative travel arrangements or for any other loss you suffer (including loss of enjoyment).

8.9 CCTV and film cameras may be present at and around The O2. This includes filming by the police and/or security staff carried out for the purposes of providing the safety of visitors, and filming and/or photography of the Event by the Organisers. By purchasing a Ticket to an Event and/or attending The O2 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"). All rights in such Footage which will be owned by us, the Organiser or the relevant third party.

You also agree that any such Footage may be used by us or the Organiser in any and all media for any purpose at any time throughout the world, including (with the exception of CCTV or security Footage) for commercial purposes, such as merchandising or DVDs, without payment or compensation to you.

8.10 You must leave the Venue and The O2 quietly in consideration for our neighbours. Any failure to do so may result in you being refused entry to, or permission to purchase Tickets to, future Events.

9. HEALTH AND SAFETY

9.1 In case of emergency please follow instructions and directions from stewards, staff and/or other officials.

9.2 No smoking is permitted in any part of The O2. Electronic cigarettes may be used in communal areas but must not be used in The O2 arena or prohibited areas.

9.3 WARNING – prolonged exposure to loud noise may cause damage to your hearing. Flashing lights may be used during a performance.

9.4 If you have any specific access requirements, please contact us before purchasing Tickets, to ensure that we can accommodate your requirements. Accessible seating may not be available unless

it is arranged in advance.

9.5 Please note that seats located on level 4 of The O2 arena are not recommended for those who have a fear of heights, or suffer from vertigo. In these circumstances, alternative seats will not be offered or made available to persons who purchase these Tickets.

10. FOOD AND BEVERAGE

10.1 No food or drink may be brought into any Venue (except in limited circumstances on proven medical grounds) unless otherwise notified at our discretion. A variety of food and/or beverages will be available for purchase within our Venues.

10.2 Bottle tops may be removed from all bottles purchased from concourse outlets or bars inside the Venues. This is to reduce the risk of them becoming rolling trip hazards, or being used as missiles. Occasionally, drinks will be decanted into plastic cups.

10.3 When purchasing alcohol, if you appear to be under the age of 25, you may be asked for proof of age. We reserve the right to refuse to serve you alcohol if you do not have valid photographic ID.

10.4 We reserve the right to refuse to serve you alcohol if, in our reasonable opinion, we believe that you are intoxicated or likely to become intoxicated if we serve you further alcoholic beverages.

11. MERCHANDISE

11.1 Official merchandise is only available from specified outlets within The O2. Please be wary of unofficial traders offering inferior goods for which we accept no responsibility.

11.2 You are not permitted to sell or offer for sale or distribute any items whilst at or in the surroundings of The O2 including, without limitation, merchandise, Tickets, food, beverages, cigarettes or smoking materials, newspapers or magazines.

11.3 You must not bring into The O2 or display or distribute (whether for free or with a charge) at an Event or Venue any sponsorship, promotional or marketing materials nor any leaflets, signage or other materials containing religious or political messaging.

12. CANCELLATION, POSTPONEMENT AND ALTERATIONS

12.1 AEG or an Organiser may make alterations to Events which are not material in nature. No refunds will be available in respect of non-material alterations.

A "material" change is a change to an Event which in the reasonable opinion of AEG or the Organiser, makes the Event substantially different to the Event which purchasers of the Ticket would reasonably expect to attend. Changes to performance times, supporting acts and the use of understudies in a theatre performance will not be a material change.

A material change is judged by reference to the nature and billing of each Event. Events which are festivals or themed events are judged by reference to the overall theme rather than the individual act scheduled to appear. This includes Events which have multiple artists and/or where the Event name

does not include reference to any specific act. In these cases, no scheduled acts may be considered as headline acts, regardless of their relative fame or prominence in the billing.

12.2 In the event of a cancellation of, postponement of or material change to an Event you may be entitled to a refund in accordance with the terms and conditions or refund policy of the authorised Ticket Agent from whom you purchased your Ticket(s) and you must contact the Ticket Agent to request all refunds.

No refunds will be issued directly to you by AEG or the Organiser of any Event. Refunds for cash purchases made at any Venue Box Office will be available by cheque only BACS transfer. Ticket Agents may not make a refund if you fail to follow the instructions provided within the timeframes notified in their terms and conditions.

12.3 It is your responsibility to check the website for The O2 /the Event or Ticket Agent for news of any cancellation, postponement or alteration of the Event. Information on such matters will be made available on behalf of the Organiser as soon as reasonably practicable on The O2 website at www.theO2.co.uk and/or physically at The O2 and/or at the relevant Venue. Customers are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation or alterations may arise immediately prior to an Event.

13. LIABILITY

THIS SECTION IS IMPORTANT AS IT SETS OUT THE LIMITS OF OUR LIABILITY TO YOU.
PLEASE READ IT CAREFULLY

13.1 Subject to section 13.2, if we breach our obligations to you under these Venue Terms or if we are negligent and, as a result, you suffer any loss or damage in connection with your visit to The O2:

(a) we will only be liable for your loss or damage up to an amount equal to the face value of the Ticket purchased by you for the Event you are attending (if any); and

(b) we will not be liable to you for any losses or expenses incurred in connection with your visit to The O2, any Event, or its cancellation postponement or changes. For example we will not be liable to you for the cost of any personal travel, accommodation or hospitality arrangements made in connection with any Event or visit to The O2.

13.2 For the purposes of these Venue Terms, "Force Majeure" means any cause beyond AEG's or the Organiser's reasonable control, including, without limitation, any act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, royal death, national mourning (including as a result of a royal death), theft of essential equipment, malicious damage, strike, lock out, weather, national defence requirements or acts or regulations of national or local governments. Neither we nor the Organiser will be liable to you under these Venue Terms to the extent that any loss or failure of AEG/the organiser is caused by a Force Majeure event.

13.3 Notwithstanding sections 13.1 and 13.2 above, nothing in these Venue Terms shall be construed as excluding or restricting our liability for death and/or personal injury caused by our negligence or for any other form of liability that may not be limited by law.

14. GENERAL

14.1 To the fullest extent permissible in law, we shall be entitled to assign any and all of our rights and obligations under these Venue Terms, provided that your rights are not adversely affected.

14.2 If any provision of these Venue Terms 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 make the rest of the provision(s) and remainder of these Venue Terms valid and enforceable.

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

14.4 All of these Venue Terms are governed by English Law and any disputes arising under them are subject to the exclusive jurisdiction of the Courts of England and Wales.

The O2 Car park

COMBINED SERVICES PROVIDER LTD

CUSTOMERS ARE REQUESTED TO READ CAREFULLY THE TERMS AND CONDITIONS OF ENTRY TO, AND USE OF, THIS CAR PARK AND TO FOLLOW THE PROCEDURES RECOMMENDED IN THOSE TERMS AND CONDITIONS, WHICH ARE FOR THEIR BENEFIT.

SHOULD YOU WISH TO MAKE A COMPLAINT, YOU ARE REQUESTED TO FOLLOW THE COMPLAINTS PROCEDURE SET OUT IN CONDITION NO. 2 BELOW, WHICH WILL ENSURE THAT YOUR COMPLAINT IS BROUGHT PROMPTLY TO THE ATTENTION OF THE STAFF.

The Company's Liabilities

Customers are asked to remember that a public car park is open to everyone. The staff have instructions to remove persons misbehaving themselves, but it is impossible to exclude undesirables altogether and the Company cannot therefore guarantee the security of your vehicle or its contents. Accordingly:

- (a) the Company, its servants and agents will accept liability in respect of any loss, theft of or from, misdelivery of, temporary failure to deliver, or damage to the vehicle only where the same is proved and to the extent that it is proved to be caused by the negligence, wilful act or default or breach of statutory duty of the Company, its servants or agents, or the dishonesty of its servants or agents, and
- (b) the Company, its servants and agents will accept liability in respect of the death of, or personal injury sustained by, customers and others in the Car Park, only where the same is proved and to the extent that it is proved to be caused by the negligence, wilful default or breach of statutory duty of the Company, its servants or agents.

Complaints procedure

Should your vehicle suffer damage whilst in the Car Park, or should you lose the vehicle or any of your possessions from the vehicle whilst it is in the Car Park, you are requested:

- (a) to immediately inform a member of our staff of the occurrence and also
- (b) in cases of theft, immediately inform the Police and
- (c) to notify your insurers promptly.

If you consider that you have a claim against the Company you must, within seventy-two hours of discovery of the loss or damage, give written notice containing full details of the occurrence to the Combined Services Provider Ltd, The O2 Parking Office, The O2, Greenwich, SE10 0DX.

Before submitting a claim to the Company, customers are requested to check Condition No. 1 and to satisfy themselves that the subject matter of their claim falls within the Company's area of responsibility.

Failure to comply with the above procedures may prejudice your position.

Securing your vehicle

Unless requested by the Company or one of its employees or agents not to do so, please ensure that before you leave the Car Park:

- (a) your vehicle is securely locked
- (b) that all the windows of your vehicle are securely closed
- (c) if your vehicle is fitted with an alarm, steering lock or similar device that it is engaged.

Possessions

- (a) Wherever possible please take your possessions with you when you leave your vehicle.
- (b) If you have to leave possessions in your vehicle do not leave them on the seats where they are visible. Put them in the boot and lock it.
- (c) Customers are reminded that their motor insurance policies may not cover possessions in the vehicle. It is possible to arrange separate insurance cover for possessions and customers are recommended to do so.

Courtesy to other customers

Should you damage another customer's vehicle, you are requested to report the matter immediately to a member of our staff and give him the registration numbers of both vehicles. Remember that your car may one day be damaged, so please treat such incidents with the same courtesy as you would hope to receive.

Safety in the Car Park

Please drive carefully in the Car Park and obey the directional signs.

Tickets

- (a) The ticket issued is available only for the vehicle in respect of which it is issued. A ticket, including a Season Ticket, does not entitle the customer, unless otherwise specified, to any particular space in the Car Park or to priority over other customers.
A Season Ticket is the property of the Company to which it must be surrendered on expiration.
- (b) The company reserves the right to refuse to release any vehicle except on production of the parking ticket until it has made such enquiries as it considers reasonable. Failure to produce your ticket will therefore delay your departure.
- (c) Customers who cannot produce their parking ticket on departure will be charged at the full daily rate unless prior arrangements have been agreed with customers or event organisers.

Prebooking

Tickets cannot be cancelled or exchanged after purchase unless the event is cancelled, rescheduled or subject to a material alteration, except where an applicable ticket exchange or resale facility is offered.

Agency

Every person who enters into a contract with the Company for the parking of a vehicle at the Car Park, whether by purchasing a ticket or otherwise, does so on behalf of himself and all other persons having any proprietary possessory or other financial or material interest in the vehicle and its contents.

Moving and re-location of vehicles

- (a) The Company reserves the right to move any vehicle within the Car Park by driving or otherwise, to such extent as the Company, its servants or agents may, in their discretion, think necessary to avoid obstruction, or for the more efficient arrangement of its parking facilities at the Car Park.
- (b) The Company additionally reserves the right where the Car Park has to be closed either permanently or temporarily, in whole or in part, or has to be evacuated in cases of emergency, to remove any vehicle at any time to any other reasonably convenient Car Park within the control of the Company.
- (c) To the extent that it may be necessary to do so in the exercise of the rights conferred upon the Company under this condition, the Company, its servants or agents shall have the right to drive or otherwise take the vehicle on the public highway.

Liens

Every vehicle in the Car Park is subject to a lien for all charges due or accruing due from the customer to the Company, and a general lien for all and any monies due from the customer to the Company, such liens to be in existence whenever the vehicle is in the Car Park, notwithstanding that it may from time to time have been removed from the Car Park. If the said lien is not satisfied by the payment, within 28 days of notice given by the Company of its intention to sell the vehicle in default of payment, the Company may sell the vehicle by auction or otherwise and the proceeds of sale may be applied in and towards satisfaction of all sums owing to the Company by the customer together with the expense of the sale, and in connection with such sale the Company shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in the possession of the Company. Any balance of purchase price remaining after satisfaction of such sums shall be held by the Company on behalf of the registered owner of the vehicle. Notice of intention aforesaid shall be deemed to have been properly and sufficiently given by the sending of written notice by prepaid post, addressed to the registered owner at his last known address, whether or not the same is actually received.

Tariff

Parking fees shall be as displayed on the Tariff Board at the Car Park.

Prohibited activities

- (a) No vehicle shall be towed into the Car Park and no work on or cleaning of vehicles by customers or their agents shall be carried out in the Car Park.
- (b) No activity in connection with the selling, hiring or other disposal of the vehicle shall be carried out in the Car Park.

Definitions

- (a) "the Company" shall mean Combined Services Provider Ltd, whose registered office is at 3rd Floor, York House, Empire Way, Wembley HA9 0PA and shall, where the Car Park is managed or operated by a subsidiary company, include that subsidiary company.
- (b) "vehicle" shall mean the vehicle which is received into the Car Park and shall include any mechanical device on wheels or tracks, its equipment and accessories.

Variation of the terms and conditions

No person has any authority to vary or alter these Terms and Conditions unless such variation is in writing under the hand of the Company's Secretary or a Director of the Company.

Valet Parking

When using The Combined Services Provider's (CSP's) Valet Parking service, paying for it or booking it, you are deemed to have accepted the following Terms and Conditions:

CSP will only be liable to pay compensation for any legal liabilities for any proven act of negligence by our employees whilst in possession of the vehicle for the moving, parking and returning to customers only. Once the vehicle is parked, the Valet Parker exits the vehicle and it is secured, the customers own insurance policy will take over the risk.

CSP and its employees are not responsible for any loss or damage to any vehicles by fire, theft or trespassing

Claims for damages will only be considered if reported to our staff when the vehicle is returned. Written confirmation must be obtained to confirm damage. All subsequent correspondence to be in writing – email acceptable.

We accept no liability for mechanical, structural and electrical failure of any part of your vehicle. This includes windscreens, all glass, mirrors, tyres and wheels how so ever caused.

We will not be held responsible for any deterioration in the condition of the vehicle whilst in our custody.

We accept no liability for any faulty cars, alarm fobs, house or any other keys or valuables, which are left on the key ring or inside the vehicle.

In the event that the car acquires a puncture including slow puncture we reserve the right to either inflate the tyre or change to the spare wheel, but we are not responsible for replacement of the punctured tyre.

We require customers to have a spare key to the vehicle.

In the event that the vehicle does not start, we reserve the right to jump start your vehicle, however, we will not be held responsible for any consequential damage as a result of this action.

We will not accept liability for any loss or damage covered by your own insurance or caused by 3rd parties.

Your vehicle needs to comply with all statutory and regulatory requirements regarding the use of motor vehicles. It needs to be fully insured, properly taxed and has a current MOT. You are also the owner or keeper of the vehicle failing which you are authorised by the owner or keeper of the vehicle to use our Valet Parking service.

We should not be held liable for any damages caused by Acts of God or Nature.

No CSP employee may alter these conditions or increase liability.

Cinema Free Parking offer

Subject to the following terms and conditions AnSCO Arena Limited, of The Studio, The O2, London SE10 0DX ("AEG") is the promoter of the offer of free parking for customers of Cineworld Cinema, at The O2.

1. Subject to presentation of a fully paid cinema ticket purchased at Cineworld Cinema ("Cineworld") at The O2, customers of Cineworld at The O2 shall be entitled to one parking ticket with up to 4 hours free parking for use at designated car parks at The O2.

2. To receive a parking ticket with up to 4 hours free parking customers should retain (a) the car park ticket collected on entry to the car park at The O2; and (b) their Cineworld cinema ticket; and once the film has finished present both to The O2's Parking Management Office (situated next to Car Park 4) for validation.
3. Only one free car parking ticket shall be provided per Cineworld customer per day, which shall be valid for Car Park 2 or Car Park 4 at The O2 for a period of 4 hours from the time of entrance to the car park. If the customer's use of the car park exceeds 4 hours the excess shall be charged at The O2's standard hourly car park rates.
4. Free car parking tickets will only be issued during the promotional period, as indicated on The O2 website. AEG reserves the right to suspend, cancel or amend this promotion at any time.
5. Free car parking is subject to space availability in either Car Park 2 or Car Park 4 at The O2.
6. The O2 Parking Manager's decision is final and no correspondence will be entered into.
7. Cash or credit alternatives will not be offered.
8. This promotion cannot be used in conjunction with any other car parking offer at The O2 or any other Cineworld Cinema.
9. Use of the free car parking ticket is subject to compliance with The O2 Car Park terms and conditions which can be viewed at The O2 Car park webpage.

The O2 Website

THESE TERMS AND CONDITIONS ("TERMS OF USE") ARE BETWEEN YOU AND ANSCHUTZ ENTERTAINMENT GROUP ("AEG") AND GOVERN YOUR USE OF THE AEG WEBSITE ("OUR SITE"). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THESE TERMS OF USE BEFORE YOU START USING OUR SITE.

Ownership

All of the content of our Site (which includes without limitation all graphics, text, images, photographs, illustrations, and the design, selection and arrangement thereof) is, unless specifically indicated otherwise, protected by copyright, trademark, and/or other proprietary intellectual property rights owned by or licensed to AEG.

Website Service

There are no charges for using our Site. However, we reserve the right to seek to charge in the future for additional services we may offer to provide to you but we will not do so without making clear to you what those charges are and what they relate to and giving you an opportunity to agree whether or not to take such services.

Our Site has been prepared solely for the purpose of providing information about the O2 and it does not constitute any financial or other advice and should not be used as a substitute for such advice. Subject to our legal obligations, we make no warranty or representation that access to our Site or the services offered on our Site will be uninterrupted, timely, secure, or error-free, nor do we make any warranty or representation that the content of our Site, or any information given through it, is accurate or reliable.

You acknowledge and agree that your use of any information on our Site is at your sole risk. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Site (or any part thereof) with or without notice.

Limited Licence; Restrictions

The contents of our Site are freely downloadable for browsing purposes only and may not be reproduced in whole or in part or otherwise made available without the prior written consent of AEG. In addition, none of the material on our Site may be copied, altered in any way, or transmitted or distributed to any other party without the prior express written permission of AEG.

You may not create links to our Site without the express prior written consent of AEG. Linked websites, whether permitted or not, do not have any implied affiliation with our Site.

If you download any software from our Site, the software, including any images or files incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") is subject to a limited licence, the terms of which are set out in the separate software licence agreement made available to you at the time of the download. AEG and/or its suppliers (as the case may be) retain all right, title, interest and intellectual property rights in and to the Software. You may not

distribute, sell, or transmit the Software and you are not permitted to alter, modify or adapt the Software, including but not limited to translating, decompiling, reverse engineering, disassembling, or creating derivative works of it.

Forums, Blogs and Public Communication

» "Forum" or "Blog" means a message board, or email function offered as part of AEG website. You must not post to, submit to, or publish on publicly accessible areas of our Site such as a Forum or blog, bulletin board or otherwise make available on our Site any content, or act in a way which, or which in our opinion:

- » libels, defames, abuses, invades privacy, harasses or is obscene, racist, abusive, threatening or offensive, contains indecent language or images, or is otherwise illegal or contains unlawful content;
- » advocates illegal activity or discusses illegal activities with the intent to commit them; infringes and/or violates any right of a third party or any law;
- » advertises or sells to or solicits others;
- » compromises the trade secrets or violates the copyright or other intellectual property rights of any third party. You agree to indemnify, defend and hold AEG harmless from any claims, losses or liabilities;
- » uses our Site or any Forum or blog for commercial purposes of any kind, political campaigning, chain letters, mass mailings, any unsolicited mass emailing (SPAM) or phishing;
- » posts or distributes any software or other materials that contain a virus or other harmful component; or
- » posts material or makes statements that do not generally pertain to the designated topic or theme of any chat room or bulletin board.

» AEG or any person appointed by AEG has the right to review, remove or edit content from any Forum or blog or other public area of our Site at any time, without notice to you which AEG in its sole discretion, consider breaches or may breach the Terms of Use, in particular, any content that AEG considers is illegal or contains unlawful content.

» Notwithstanding the above right, AEG does not monitor in real time any comments made or materials posted to any Forum or blog or otherwise communicated to any public area of our Site. AEG is not responsible for the content or accuracy of any such information, and shall not be responsible for any action you take or decisions you make (including but not limited to any trading or investment decisions made) based on such information

Your Content

With respect to all content, information or materials that you communicate to us through our Site, or that you post to publicly accessible areas of our Site, including any Forum or blog ("Your Content"), you hereby grant (or warrant that the owner of such materials expressly grants) to us a perpetual, worldwide, royalty-free, irrevocable, nonexclusive licence (carrying the right to sublicense) to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate Your Content (in whole or in part) into any form, medium, or technology now known or later developed throughout the universe. In addition, you hereby waive your moral rights in Your Content.

You warrant that you have the right to so communicate, submit or post Your Content and that you have the right to grant to us the licence granted in the preceding paragraph, except where you have expressly indicated the contrary to us in writing.

You acknowledge that we have no obligation to retain any of Your Content on the publicly available areas of our Site for any minimum period or at all and that it is entirely in our discretion as to the length of time that Your Content or any of it will be retained on the website. We may also edit or modify Your Content at any time.

Electronic Communications/SPAM

We may communicate with you electronically, either by email or by posting information on our Site. You agree not to treat such emails as unsolicited (SPAM). For contractual purposes, you agree to receive communications from us electronically and you consent that all agreements, notices and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing. This does not effect your statutory rights.

You are strictly prohibited from sending (or supporting the sending) of unsolicited bulk or single mail messages, or SPAM, from our website.

Disclaimer

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Our Site, and the information contained on it, is not directed at, or intended for distribution to or use by, any person or entity who is a citizen or resident of, or located in, any jurisdiction where such distribution, publication, availability or use would be contrary to applicable law or regulation or which would subject AEG to any registration or licensing requirement within such jurisdiction.

AEG will not be liable if the systems go off line or fail for any reason, or for any incompatibility of our Site with any of your equipment, software or telecommunications systems. AEG will not be liable for any claims, penalties, losses, damages, costs or expenses arising from the use of or inability to use our Site or from any unauthorised access to or alteration of our Site.

Children under 18

If you are under 18, you must ask your parent or guardian before you email the website, ask AEG to email anything to you, send in any information to AEG, enter any contest or game that requires information about you or offer a prize, post any information on any bulletin board, enter any chat room; or buy anything online.

By submitting information, you are confirming that you are over the age of 18, or you have received the consent of your parent or guardian.

Privacy Policy

You must read our Privacy Policy which forms part of these Terms of Use and sets out the way in which your personal data is handled.

Limitation of Liability

NOTHING IN THESE TERMS OF USE SHALL LIMIT OR EXCLUDE OUR LIABILITY TO YOU FOR FRAUDULENT MISREPRESENTATION, OR FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

SUBJECT TO THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER AEG NOR ANY OF ITS DIRECTORS, EMPLOYEES, AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES (WHETHER DIRECT OR INDIRECT AND WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE MATERIALS IN AND/OR FACILITIES OR SERVICES OFFERED THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF DATA, INCOME, PROFIT OR OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES (EVEN IF AEG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE). IN PARTICULAR, WE HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH: YOUR INABILITY TO USE OUR SITE OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR COMMUNICATION LINE FAILURE IN

RELATION TO OUR SITE, NOR ANY THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD, INFORMATION OR CONTENT, INCLUDING YOUR CONTENT.

You agree that we shall not be liable to you for any modification, suspension or discontinuance of our Site or any part of it.

You agree that we have no responsibility or liability for the deletion or failure to store any of Your Content nor for any errors in Your Content.

We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice or statement on our Site that is not ours, including without limitation any such opinion, advice or statement included in any Forum or blog or on any bulletin board provided on our Site. Under no circumstances will we be liable for any loss or damage caused by your reliance on information obtained through the content on our Site, whether such content was provided by us or any third party. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through our Site.

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.

IF THIS CLAUSE IS UNENFORCEABLE IN WHOLE OR IN PART, THEN IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU OF AEG OR ANY OF ITS DIRECTORS, EMPLOYEES, AFFILIATES OR OTHER REPRESENTATIVES FOR ALL DAMAGES, LOSSES, AND CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE.

Indemnification

You must comply with these Terms of Use at all times when using our Site and you must take all reasonable precautions to avoid infringing any third party's rights in the use of our Site, including the communication of Your Content to our Site. You will be liable for any foreseeable and reasonable costs incurred by us in defending any action in respect of a claim resulting from your breach or alleged breach of these Terms of Use, if reasonable precautions were not taken by you. You agree to defend, indemnify and hold AEG and all of its associate companies, its directors, officers, partners, employees, information providers, licensors and licensees and agents harmless from and against all liabilities, claims, damages, costs and expenses, including without limitation legal fees and costs arising out of your use of the Site, Your Content, or your violation, breach or alleged violation or breach of these Terms of Use.

Links from This Site

» The Site contains links to other Internet sites on the World Wide Web, which lead you out of our Site. We provide such links for your convenience and information only. We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from any AEG website or for any third-party content on our sites.

You acknowledge and agree that AEG:

- » is not responsible for the availability of any external websites or resources linked to our Site;
- » is not responsible for the content on any other websites or pages linked from our Site;
- » does not endorse and is not responsible or liable for any merchandise, content, advertising, or other material on or available from such websites or resources;
- » makes no representation or warranty as to the accuracy, legality, reliability or validity of any content on any other such site; and
- » makes no representation or warranty that such sites will safeguard the security of your information (including, without limitation, credit card and other personal information) or be free of viruses or other harmful elements. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content or services available on or through any third party site or resource. You hereby irrevocably waive any claim against us with respect to such sites and third-party content. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

Termination

We reserve the right to terminate your access to our Site at any time without notice from us if, in our sole discretion, you fail to comply with these Terms of Use.

Amending these Terms of Use

We may update these Terms of Use to accord with our standard contractual provisions at any time. We will post our most recent version of these Terms of Use on our Site. We may also add to, change or remove any part of these Terms of Use. If we intend to amend these Terms of Use in any way for these reasons, we will notify you prior to your next visit to our Site through the use of a pop up or other technology which will ask you to read the amended Terms of Use and confirm your acceptance by checking a box. If you do not agree to the amended Terms of Use, then you are free to discontinue your use of our Site. By checking the acceptance box or continuing to use our Site, you signify your agreement, without limitation or qualification, to be bound by the amended Terms of Use.

Governing Law

These Terms of Use shall be governed by English Law and we both agree to subject to the exclusive jurisdiction of the English courts.

Severance

If for any reason a court of competent jurisdiction finds that any of these Terms of Use are unenforceable the remaining terms of these Terms of Use shall survive and remain in full force and effect.

Miscellaneous

Any waiver of any provision of these Terms of Use must be in writing signed by AEG to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. These Terms represent the entire understanding and agreement between the parties relating to the subject matter herein and supersede any and all prior statements, understandings or agreements whether oral or written, and shall not be modified except in writing, signed by you and AEG.

The prize draw shall take place every two months
The O2 Survey VIP tickets Prize Draw (the "Prize Draw") Terms and Conditions

AEG Europe, of The Studio, The O2, London SE10 0DX, is the promoter of this Prize Draw ("AEG"). The Prize Draw opens at 00.00hrs on 11 November 2014. Subject to these Terms and Conditions, Winners of each Prize Draw ("Winner(s)") shall be entitled to a pair of VIP Tickets to an event at The O2 (the "Prize"). Winners will be required to enter into separate terms and conditions of use in respect of the Prize and the Prize will only be valid and available for acceptance by the Winner for a period of 30 days from the date that the Winner has been notified that he/she has won the Prize. Winners of the Prize must select the event and date that they wish to attend within two weeks of acceptance of the Prize, at all times subject to availability.

1. This Prize Draw is open to anyone aged at least 18 years who are UK residents, excluding employees of AEG, or any of its subsidiary companies, their families, agents or anyone else connected with this promotion. No third party entries, bulk entries or entries submitted by agents will be accepted. AEG reserves the right to verify the eligibility of entrants. AEG may require such information as it considers reasonably necessary for the purpose of verifying the eligibility of an entry and the Prize may be withheld until and unless AEG (in its sole discretion) is satisfied with the verification.
2. Entries are made by the entrant completing The O2 Survey and submitting it to AEG online. Only one entry per person is allowed in relation to each visit made by the entrant to The O2 if responding to The O2 customer satisfaction survey. Entries not complying with these Terms and Conditions will be invalid.
3. The Prize Draw shall take place every two months.
4. The instructions provided at the point of entry form part of the Terms and Conditions of this Prize Draw, and in the event of a conflict, these Terms and Conditions take precedence.
5. The Winner(s) will be selected at random from all eligible entries received. Each Winner will be

notified within 72 hours from the date of the Prize Draw either by email, mail or telephone. The Prize is awarded conditionally upon acceptance and if a Winner is unable to be contacted after a reasonable period or if any Prize is unclaimed for 30 days or declined within a reasonable period, the Prize shall be deemed as unclaimed or unaccepted and a supplementary Winner may be drawn at AEG's discretion.

6. AEG will not be responsible for any inability of a prize Winner to take up the specified Prize.

7. As the Prize requires attendance at The O2, the Winner and any permitted companions will be solely responsible for travel to and from The O2 and all other expenses. AEG assumes no responsibility and is not liable for any costs, charges or expenses which Winners may be required to pay at any time in connection with a Prize.

8. AEG reserves the right to provide substitute prize(s) of similar value in the event that the specified Prize is unavailable for reasons beyond its control. Cash or credit alternatives will not be offered. None of the prizes are transferable.

9. AEG accepts no responsibility for incorrectly completed, lost or delayed entries, notices, acceptances, tickets or other documents related to the Prize.

10. In the event of fraud, abuse, and/or an error affecting the proper operation of this Prize Draw, including the allocation of more prizes than are available, AEG reserves the right to end or suspend the Prize Draw; amend these Terms and Conditions; declare void the notification of Winner(s); and/or to allocate available prizes by conducting a simple draw from all wrongly allocated Winners.

11. If any provision of these Terms and Conditions is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

12. The Winner(s) may be required to participate in publicity connected with this Prize Draw and it is a condition of entry that the Winner(s) agree to their name and country of residence being made publicly available if they win.

13. Entrants' data will be collected, stored and processed for the purposes of administering and assessing this Prize Draw. As the Prize includes tickets to an event then for the purpose of administering the ticket allocation, AEG reserves the right to exchange information and data regarding tickets and applications with third party ticket providers and/or service providers.

14. AEG's decision is final and no correspondence will be entered into.

15. AEG reserves the right to suspend, cancel or amend the promotion and/or review and revise these Terms and Conditions at any time without giving prior notice and by continuing to take part in the promotion subsequent to any revision of these Terms and Conditions, entrants shall be deemed to have agreed to any such new or amended terms.

16. As a Winner, you will release AEG and its affiliates, partners and employees from any and all liability, claims, demands, and causes of action for personal injury and or damage, theft, or loss suffered in connection with this competition or the use or acceptance of the Prize or any portion thereof save where due to the negligence of AEG or its affiliates, partners and employees.

17. This promotion is governed by English Law and is subject to the exclusive jurisdiction of the English courts.

Up at The O2

Terms and Conditions

Up at The O2

Ansco Roof Walk Limited (referred to herein collectively as "AEG", "we" or "us") is the operator of the visitor attraction based at The O2, Peninsula Square, London, SE10 0DX ("The O2") and known as "Up at the O2" ("UATO2"), which allows customers ("Climbers") to take part in guided climbs over the roof of The O2 on a purpose built walkway ("Climbs"). AEG places great importance on the safety of Climbers and visitors to The O2 and all persons who wish to purchase tickets for UATO2 ("Tickets") do so subject to the following terms and conditions. References herein to "you" are to the person purchasing Tickets and (save where the context otherwise requires) to all persons on whose behalf Tickets are purchased who shall also be deemed to have read and understood these terms and conditions.

A. STATUS OF THESE TERMS AND CONDITIONS AND YOUR BOOKING

1. All Tickets are sold subject to these Terms and Conditions.
2. These Terms and Conditions are important to your visit to UATO2. Please read these Terms and Conditions carefully prior to purchase and raise any queries. Purchase of any Ticket constitutes acceptance of these Terms and Conditions on your behalf and on behalf of any persons for whom you have purchased Tickets and you acknowledge and agree that you shall ensure that all persons in your booking are aware of and accept these Terms and Conditions.
3. 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 this website and it is your responsibility to ensure you have read the most current Terms and Conditions before purchasing your Tickets.
4. No booking shall be deemed to have been accepted unless accepted by us in writing (which shall include our confirmation of booking email).

B. YOUR TICKET

1. Only persons holding a valid Ticket will be admitted to UATO2. You must retain this Ticket on Your person at all times during the Event.
2. Please check your Tickets upon receipt as mistakes cannot always be rectified after purchase.
3. Your Ticket may be invalidated if any part of it is removed, altered or defaced. Removing the Ticket stub will invalidate the Ticket.
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. [Click here for Refund and Cancellation Policy.](#)
6. Price and availability information is subject to change without notice.
7. 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.
8. Neither AEG nor any Organiser is liable for any Tickets which are lost or stolen.

C. TICKET RESALE

1. Tickets are personal, revocable, non-transferable licences and shall at all times remain the property of AEG and subject to these Terms and Conditions.
2. Resale, or attempted resale or purchase of a Ticket other than via AEG or one of its authorised agents are grounds for seizure or cancellation of such Ticket without refund or other compensation.
3. Tickets cannot be used for competitions, promotions, advertising or hospitality packages or otherwise for commercial gain without the express written permission of AEG.
4. Failure to adhere to these conditions will render such Tickets null and void and result in any person holding a Ticket bought from an unauthorised source being refused entry to UATO2 without refund or other compensation.
5. We reserve the right to cancel any Ticket booking 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. We will not take responsibility for the validity of Tickets purchased from unauthorised agents or other sources including, without limitation, ticket touts, and we shall be entitled to cancel and refuse entry to any person whom we reasonably believe to have purchased Tickets from any such person.
7. Tickets may be restricted to a maximum number per person per credit card or per household. These restrictions will be notified to you before you make your booking. We reserve the right to cancel Tickets purchased in excess of this number without prior notice to you of such cancellation.

D. REQUIREMENTS TO CLIMB UATO2

a) Ticket

1. You must have a valid Ticket which has not been defaced, damaged or altered and purchased from

an authorised point of sale.
2. All children must have a Ticket.

b) Minimum/Maximum Requirements

1. Each Climber must be:-

- 9 years or older
- A minimum height of 1.2 m
- A weight of less than 130kg/21 stone/286lbs which is the maximum weight our harnesses can bear.
- Able to wear a harness which has a maximum width waist of [125cm] and a maximum upper thigh width of [75cm] which are the maximum measurements of our harnesses.
- If you do not meet these requirements you will not be permitted to Climb.

2. Climbers aged 9 or over but under 18 must be accompanied by an adult (aged 18 or over) (a "Supervising Adult") on a ratio of:

9 years	1:1 ratio
10 – 12 years	1:2 ratio
13 – 17 years	1:4 ratio

3. You may be required to produce proof of identity for any person whom we reasonably consider to be under 18. Failure to provide proof of age may result in entry being refused to any person in your party whom we reasonably believe to be under 9 years of age or to persons where we do not reasonably believe there are a sufficient number of persons aged 18 or over in your booking to supervise persons whom we reasonably believe to be under 18.

4. Supervising Adults consent to any children whom they are supervising undertaking the Climb and shall remain responsible for them and their behaviour at all times and for ensuring that they adhere to these Terms and Conditions. Supervising Adults shall be required to complete and sign the Declaration and Waiver Form on the behalf of the children whom they are supervising (the "Supervised Children") and to state that they will be responsible for their own safety and that of children under their supervision.

5. You agree to submit to being weighed if we reasonably believe that you do not meet the weight requirement.

c) Alcohol

1. Climbers must not be under the influence of alcohol or legal or illegal substances which would make it unsafe for them to participate in the Climb or to understand the Safety Briefing DVD shown on the day of the Climb, the Safety Rules and Policies or the safety instructions and advice of the Climb Guides issued on the day of the Climb.

2. You will not be permitted to participate in UATO2 without refund if you have a blood alcohol reading of 0.05% or higher or if you refuse to be breathalysed or if we reasonably believe that you are under the influence of substances (legal or illegal) which would make it unsafe for you to Climb or make you unable to understand the Safety Briefing DVD shown on the day of the Climb, the Safety Rules and Policies or the safety instructions and advice of the Climb Guides issued on the day of the Climb.

3. You will be required to make a declaration in the Declaration and Waiver Form that you are not under the influence of drugs or alcohol.

d) Physical Requirements

1. UATO2 requires physical exertion to complete the Climb. You are required to read details of the UATO2 Climb Activities before placing your booking and you acknowledge and agree that you have been made aware of the UATO2 Climb Activities before placing the booking.

2. Before the Climb you will be shown a Safety Briefing DVD and you will be given a copy of our Safety Rules and Policies which you must read carefully. You will be required to confirm in the Declaration and Waiver Form that you have fully understood the Safety Briefing DVD and that you have read the Safety Rules and Policies and explained them to any children named in the Declaration and Waiver Form.

3. You must be capable of undertaking the UATO2 Climb Activities unaided. You acknowledge that the Climb Guides will not supervise you on a one-to-one basis and you will be responsible for ensuring that you and any of your Supervised Children comply with the safety instructions given to

you in the Briefing DVD shown to you before the Climb and with our Safety Rules and Policies and with any safety instructions of the Climb Guides.

4. You are required to notify us in advance if you or any person in your booking needs to take essential medication on the Climb (e.g. asthma inhaler, diabetic medication or nourishment). You will also need to let your Climb Guide know on the day. You will not be permitted to carry the medication yourself and the Climb Guides will carry any permitted medication. We may ask you to produce a written note from your General Practitioner or such other medical practitioner as we may reasonably request to verify that it is necessary for you to take the medication onto UATO2.

5. We cannot allow walking aids on to UATO2 due to the risk which they pose to other Climbers and the prohibition on loose items which is designed to protect your health and safety and that of other Climbers to prevent slips and trips from falling objects.

6. You are permitted to take hearing aids and spectacles onto UATO2 provided they are secure and not loose fitting.

7. We cannot allow assistance dogs onto UATO2 as it is only possible to Climb UATO2 by being attached to a continuous cable with a climb latch. All assistance dogs may be left at owners risk in the South Pavilion. Our staff will bring them to the North Pavilion in time for your descent.

8. The forces exerted during the UATO2 Climb Activities may activate or aggravate pre-existing physical injuries, conditions and symptoms or congenital defects and we shall not have any liability whatsoever for the activation or aggravation of any such injuries, conditions, symptoms or defects save where the same have been caused by our negligence or that of the Operators (as defined in Clause L.4).

9. You are responsible for ensuring that you and all of your Supervised Children named in your Declaration and Waiver Form are in a fit state of health to participate in the UATO2 Climb Activities and are able to undertake the UATO2 Climb Activities in a manner which will not put at risk your own health and safety or the health and safety of other Climbers and you acknowledge and agree that you have made all adults in your booking aware of the same.

10. We do not recommend UATO2 to pregnant customers or to people who suffer from vertigo. UATO2 is likely to be unsuitable for persons who suffer from other conditions or injuries which would prevent them from performing the UATO2 Climb Activities. We are unable to advise you on medical conditions so if you are in any doubt as to whether or not you or your children are in a fit state of health to participate in the UATO2 Climb Activities we would advise you to consult with medical advisors in advance.

11. It is your responsibility to notify us in advance of placing your booking of any special access requirements you may have as we may not be able to accommodate all special access requirements if we have not been made aware of them prior to the date of the visit which may result in you not being allowed admission without refund. We will use reasonable endeavours to accommodate special access requirements. If requested, you agree to provide a certificate of fitness from your General Practitioner, or such other medical practitioner as we may reasonably request, to confirm that you are in a fit state of health to participate in UATO2 and to provide such further details about your condition as we may reasonably request in order to assist you.

12. If you have any conditions or concerns that may impact your ability safely to complete the UATO2 Climb Activities of which you have not notified us in advance then you should notify us in the day of your visit. We will use reasonable endeavours to make arrangements to facilitate your Climb, however, taking into account your health and safety and that of other Climbers we may be unable to accommodate your needs and we reserve the right, without refund, to refuse to permit you to participate in UATO2 or to modify your experience if we reasonably believe that to allow entrance to UATO2 would jeopardise your health and safety or that of other Climbers. Customers are requested to address any specific access requirements in advance of their visit by contacting customerservices@theo2.co.uk or by calling on 0208 463 2000 or via our access booking line on 020 463 3359 or access@theo2.co.uk. Whilst we will use reasonable endeavours to accommodate special access requirements, due to the unique nature of UATO2 and our obligations to ensure the health and safety of all customers there may be times when we are unable to accommodate your specific needs.

13. You will be required to confirm in the Declaration and Waiver Form that neither you nor the Supervised children named on your Declaration and Waiver Form suffer from any medical condition which would put your health and safety or that of other Climbers at risk. If you are not the parent or guardian of a Supervised Child you must make all reasonable enquiries of the parent or legal guardian before signing the Declaration and Waiver Form. We will not have any liability to you whatsoever for any loss, damage or injury suffered by you or such Supervised Children as a result of

your failure to make such reasonable enquiries unless the same is caused by our negligence or that of the Operators (as defined in section L.4 below).

e) Declaration and waiver

You and all members of your party aged 18 or over will be required to sign a Declaration and Waiver Form on the day of your visit and prior to your Climb. You will be required to sign this on your own behalf and on behalf of any Supervised Child (i.e. persons in your party under the age of 18 whom you are supervising on the one adult to two children ratio).

E. ARRIVAL TIME

You are required to arrive for the Climb and check in at the South Pavilion (see Map) at least 15 minutes prior to your Climb time as set out on your Ticket. If you arrive after this time you will not be admitted to Climb, save at our absolute discretion and you will not be refunded.

F. THE CLIMB

a) Weather

1. Climbs will take place in all weather conditions other than gales, lightning, heavy snow or ice or extreme weather conditions which we reasonably believe make it unsafe to participate in the Climb. For refund policies in relation to weather click [here](#).

2. There is a risk that the weather will change during the course of the Climb and you will not be able to leave the Climb early in the event of a change in the weather unless we cancel the Climb on health and safety grounds. Refunds will not be issued where UATO2 is open but you are dissatisfied with the weather.

b) Equipment, clothing and prohibited items

1. We shall supply you with a Climb suit, ECCO shoes, harness and safety equipment which you will need for your Climb. You must wear this clothing and equipment at all times during the Climb and must not interfere with it in anyway whatsoever after it has been attached by your Climb Guide. If you are uncomfortable you must notify your Climb Guide who will provide assistance. You must wear socks in the shoes.

2. You will not be permitted to take any belongings with you on the Climb other than the following:- your mobile phone (which must remain in the pocket of your Climb suit until you reach the summit); your spectacles, sunglasses and hearing aid which must be secure and not loose fitting; essential medication which is permitted at our discretion. While the medication shall be carried securely by a UATO2 Climb Guide, neither AEG nor any Operator (as defined in section L.4) will be responsible for the medication or the administering of it; an elasticated band to tie back long hair.

3. In particular but without limitation, the following items are strictly prohibited:- any item which is dangerous or may be used as a weapon or may cause damage to the UATO2 structure; food and beverages (unless required by diabetic Climbers and arranged with us in accordance with section D(d)(4) above); sound, video recording equipment and cameras.

4. Other than as set out in clauses F(b)(1) and (2) above, you are not permitted to take any items onto UATO2 including, without limitation, cameras, videos, MP3 players, ipods, ipads, handbags, headphones, umbrellas or any other personal items.

5. You will be provided with a small locker to store belongings which you have brought with you to UATO2. All items are left at your own risk and you must bear this and the limitations on the locker space in mind when deciding which items to bring with you on the day of your visit. All items which are permitted to be taken onto UATO2 pursuant to clause F(b)(2) above are taken at your own risk.

6. Long hair must be tied back using an elasticated band and not any item which could cause harm or injury to you or any other person or damage to the UATO2 structure.

7. You must wear your normal clothing under your Climb suit which is appropriate for the weather conditions. The Climb suit is a one piece trouser suit and you must wear suitable clothing which will allow you to wear your Climb suit on top. The clothing worn underneath your Climb suit must not restrict your movement, obstruct your vision, lead to overheating in warm weather or become

entangled in your safety equipment. For this reason, skirts and dresses may not be appropriate. We reserve the right to refuse to allow you to participate in the Climb if we consider that your clothing does not meet these requirements or otherwise poses a health and safety risk to you or other Climbers.

8. The consumption of food and beverages is strictly prohibited at any time during the UATO2 experience unless such food and beverages is supplied by us as part of a hospitality package or permitted on medical grounds pursuant to clause D(d)(4) above.

9. Pets or other animals of any nature are expressly prohibited on UATO2. Assistance dogs are not permitted on UATO2. All assistance dogs may be left at owners risk in the South Pavilion. Our staff will bring them to the North Pavilion in time for your descent.

c) Your behaviour

1. Smoking is strictly prohibited within The O2 or within any UATO2 area.

2. You will not by your acts or omissions damage or deface the fabric of the building of The O2, the UATO2 structure, the climbing equipment used in connection with UATO2 and fixed or fitted to the The O2 or the UATO2 structure, any equipment provided to you by us, including, without limitation, harnesses, suits, shoes, safety harnesses or latchways ("Equipment") or any property of AEG, the Operators (as defined in clause L.4) or of any other Climbers.

3. You will handle all Equipment solely as directed by your Climb Guides and will not remove or interfere in any way whatsoever with the Equipment after it has been fitted by your Climb Guides. If you wish to make any adjustments to the Equipment you must notify a Climb Guide who will be able to assist.

4. You will not cause any nuisance, distress, annoyance, fear or concern to any other Climber or by your acts or omissions interfere with the Climb Guides' ability to lead the UATO2 experience in a safe manner or encourage or induce another person to do the same. This includes, without limitation, not making any unnecessary noise, attempting to shake or otherwise move the UATO2 structure, making any comments or jokes about the security or safety of UATO2. Any person acting in breach of this condition will be immediately ejected from the Climb without refund.

5. You must at all times adhere to the directions and instructions of the Climb Guides, the safety rules set out in the Safety Briefing DVD, the Safety Rules and Policies and to any other health and safety procedures and guidelines issued to you on the day of your visit. In addition, normal statutory rules and regulations apply and should be observed during the Climb. Failure to adhere to this condition will result in you being immediately ejected from the Climb without refund.

6. You may be ejected from UATO2 or may not be permitted into UATO2 and will be asked to surrender any Tickets you may hold, if in our reasonable opinion, you or your behaviour poses or is likely to pose a health and safety risk; affects or may affect the enjoyment of other Climbers; affects or may affect the running of the Climb; may cause damage to or interfere with the property of AEG or its contractors; 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 O2 or UATO2; 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 and/or you use threatening or abusive or insulting words and/or you appear to be under the influence of alcohol or drugs.

7. In case of emergency please follow instructions and directions from the Climb Guides.

8. You must leave The O2 quietly in consideration for our neighbours. Any failure to do so may result in you being refused permission to purchase tickets to future events at The O2 or UATO2.

9. You must not climb or stand upon fences, barriers, walls, structures or any unauthorised part of The O2 building other than the specifically designated walkways of UATO2.

11. You must not throw any item which could cause injury or annoyance to any other person or damage to The O2 or the UATO2 structure.

d) Facilities

You acknowledge that toilet facilities will not be available during your Climb of UATO2 but will be available in the North and South Pavilions.

e) Risk

We have exercised all due care and skill in operating UATO2, however, due to the height and outdoor nature of UATO2 the UATO2 Climb Activities involve risks, dangers and hazards which may lead to injuries (which may be fatal) including those beyond the reasonable control of AEG including but not

limited to injuries which may occur due to exposure to weather conditions and/or negligence of other Climbers and you undertake the UATO2 Climb Activities of your own volition having made aware of the risks involved.

G. ABILITY TO REFUSE ADMISSION

In order to ensure the security, safety and comfort of all Climbers, we reserve the right at our reasonable discretion to refuse you admission to the Climb or to eject you from the Climb. The terms of our refund policy will apply to any such refusal or ejection. [Click here for details.](#)

H. PHOTOGRAPHY AND RECORDING

1. CCTV and film cameras are in operation at The O2 and UATO2, this includes filming by the police or security staff carried out for the security of customers and filming to produce souvenir photographs and videos.

2. By purchasing a Ticket and attending UATO2 you give your express consent to all CCTV filming and to your photograph being taken and your Climb being filmed by us or on our behalf by our contractors and to your actual or simulated likeness being included within any film, photograph, audio and/or audiovisual recording ("Footage").

3. You further hereby agree that any such Footage may be exploited by us or our contractors in any and all media for any purpose at any time throughout the world including use in commercial distribution or use for commercial or promotional purposes or the display of all such Footage within the retail areas of UATO2 without any compensation to you. Such use may include, without limitation, the production of souvenir photographs and/or videos for purchase by Climbers without payment or compensation to you.

4. The copyright of all such Footage shall be owned by AEG or its contractor and may only be used or reproduced by you if you purchase such Footage and only for private or domestic purposes in accordance with these Terms and Conditions and not for any commercial purpose. You must not and must not authorise any other person to apply the Footage to any other goods or services including, without limitation, any clothing or other items which would reasonably be considered to be merchandise. It is illegal to infringe the copyright of another person and we will exercise all legal rights available to us should we discover that you have infringed our copyright. We hereby agree that you may upload the Footage to Facebook but not to endorse any goods or services other than those of AEG or the Operators (as defined in clause L.4).

5. Cameras and other image and audio recording devices (other than mobile phones) are not permitted at UATO2. You hereby agree that if an unauthorised image or sound capture device is taken onto UATO2, we may confiscate such item for the duration of the Climb and we may remove or delete any images or sound or other material recorded from such device which is recorded at UATO2.

I. MERCHANDISE

1. Official Merchandise is only available from outlets within The O2. Please be aware of unofficial traders offering inferior goods for which we accept no responsibility.

2. You are not permitted to sell or offer for sale or distribute any items whilst at or in the environs of The O2 including, without limitation, merchandise, Tickets, food, beverages, cigarettes or smoking materials, newspapers or magazines.

3. You shall not bring into the The O2 or display or distribute (whether for free or with a charge) at The O2 any sponsorship, promotional or marketing materials.

J. DATA PROTECTION

Please [click here](#) for our privacy policy.

K. REFUNDS AND CANCELLATION

1. Tickets are non-refundable and non-transferable and specific to the Climb time which you have booked as stated on the Ticket. Tickets cannot be cancelled once they have been booked except by us in accordance with this clause (K).
2. We will use reasonable endeavours to ensure that UATO2 is open for use by Climbers during normal opening hours. However, we reserve the right, in our absolute discretion, to close UATO2 whether for safety reasons or otherwise, including, without limitation, as a result of extreme weather conditions or other reasons of Force Majeure (as defined in clause L.9) and with or without prior notice, to close UATO2 or any part of it.
3. It is your responsibility to check that your Climb has not been cancelled. Information on such matters will be made available as soon as reasonably practicable on the UATO2 website at www.upattheO2.co.uk and/or at The O2 itself. You are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation can sometimes arise immediately prior to Climb.
4. If we close a Climb other than as a result of your acts or omissions then provided less than 50% of the Climb was completed before cancellation, the Climb will be re-scheduled to a time which you are able to attend or you will be reimbursed if you are unable to attend a rescheduled time. If you are not able to attend at an alternative time we shall have no liability to you whatsoever other than to refund the price paid for the Tickets which you have purchased (less delivery costs where the Tickets have been delivered to you) including, without limitation, no liability for travel or accommodation expenses. Where you have purchased your Ticket from an authorised ticket agent you must apply to the point of sale for refund in accordance with the ticket agent's terms and conditions.
5. In order to claim your refund you must return your Tickets to us within 30 days following the cancellation. Refunds will only be made to the person who purchased the Tickets.
6. It is your responsibility to check that a Climb has not been cancelled. Information on such matters will be made available as soon as reasonably practicable on our website at upattheO2.co.uk and/or at The O2. 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 a Climb.
7. Tickets will only be refunded for the reasons set out in clause K(4) above or otherwise at our absolute discretion but for the avoidance of doubt will not be refunded where:-
 - a) admission has been refused, you have been ejected and/or the Climb has been closed due to:
 - (i) your acts or omissions or those of any child under your supervision;
 - (ii) your failure to adhere to or meet the requirements set out in clauses (D), (E) and/or (F);
 - (iii) your breach of these Terms and Conditions or your failure to adhere to the Safety Rules and Policies or the Briefing DVD or the instructions of your Climb Guide or any other health and safety guidelines issued by us or our contractors;
 - (iv) your late arrival for your Climb;
 - (v) you having special access requirements of which you have failed to notify us in advance and we are unable to accommodate your requirements on the day of your visit and we reasonably believe that to allow entrance to UATO2 would jeopardise your health and safety or that of other Climbers;
 - (vi) your failure to adhere to the advice set out in clause D(d) and our reasonable belief that to allow entrance to UATO2 would jeopardise your health and safety or that of other Climbers;
 - b) you decide you do not wish to participate in UATO2 due to the weather, where UATO2 is open;
 - c) you change your mind about wishing to participate in the Climb on arrival or once you have commenced the Climb;
 - d) any other grounds set out in these Terms and Conditions where we specify that a refund will not be made including without limitation, for any reason as set out in clauses (D) (E) and/or (F);

L. LIABILITY

1. Nothing in these Terms and Conditions shall exclude liability for death or personal injury for which liability cannot legally be excluded, limited or modified.
2. Subject to clause L.1 above, express or implied guarantees, warranties, indemnities or representations are expressly excluded to the maximum extent permitted by law.
3. If any guarantee, warranty or other condition implied or express under these Terms and Conditions cannot be excluded and/or if we are otherwise liable to you in any way whatsoever, then our liability

will be limited at our discretion to rebooking your Tickets or, where this is not possible, the refund of the face price of the Tickets you have purchased and any service charges applicable to those Tickets but not the delivery fee where the Tickets have already been delivered to you.

4. You agree that neither we nor our holding companies or subsidiaries or any subsidiaries of our holding companies, our contractors, sub-contractors, agents or professional advisors or our respective employees or officers (the "Operators") will be liable for any loss, injury or damage to any person (including you) or property however caused: (a) in any circumstances where there is no legal duty of care owed by an Operator or there is no breach of a legal duty of care owed by an Operator 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 and/or your negligence.

5. You agree that no Operator shall be liable to you for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with UATO2 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 (or any failure to perform) this agreement.

6. You agree that no Operator will have any liability to you whatsoever for expenses incurred in connection with UATO2 or any cancellation or refusal of admission to or rejection from UATO2, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to UATO2 or cancellation of UATO2.

7. No Operators will have any liability to you whatsoever for damage caused to any goods or items which are taken by you onto UATO2 or left in lockers provided by us and all such items are brought and left at your own risk.

8. To the fullest extent permitted by law, we exclude liability for loss, damage or injury arising from any breach by you of these Terms and Conditions; any failure to adhere to the directions or instructions of your Climb Guide the Safety Rules and Policies or the Briefing DVD; any pre-existing medical or psychological condition including any condition which may be aggravated by the Climb; any delay in a scheduled Climb; any lack of visibility on UATO2 due to weather conditions; any medical condition, such as vertigo, which you may develop as a result of visiting UATO2; any distress, inconvenience or anxiety caused during the course of UATO2 and/or any evacuation of UATO2 in the event of an incident.

9. For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond our or our contractors' 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, acts or regulations of national or local governments. Save as otherwise set out in clause K, neither we nor our contractors will be liable to you for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.

10. 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 your acts or omissions, whether negligent or otherwise.

11. The information contained on the UATO2 website and our booking system is believed to be correct. However, we are unable to accept responsibility for any errors or omissions and reserve the right to amend any part of it if such alterations are thought to be necessary. The photographs produced on this website and the online booking system are intended to give a general impression of UATO2 and what you may expect from your experience, however, they are not intended to exactly represent your experience and are included for illustrative purposes only.

M. GENERAL

1. To the fullest extent permissible in law, we shall be entitled to assign all and any of its 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, other than AEG or an Organiser, who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of

these Terms and Conditions.

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 England and Wales and parties agree to submit to the exclusive jurisdiction of the English Courts.

The O2 - Prize Draw

Terms and Conditions

These terms and conditions apply to all free prize draws operated by the Promoter (as defined below) on its website at <https://www.theo2.co.uk> (each a "Prize Draw").

Unless expressly stipulated otherwise at the point of entry, AnSCO Arena Limited (company registration number 04350252) whose registered office address is at The O2, Peninsula Square, London SE10 0DX is the sole promoter of each Prize Draw (the "Promoter").

Specific details of the prize available (the "Prize"), the times and dates during which the Prize Draw is open for entry, instructions for entry and any other key provisions relating to the Prize and/or the Prize Draw will be stipulated by the Promoter at the point of entry and shall form part of these terms and conditions ("Prize Draw Specific Terms"). In the event of a conflict between these terms and conditions and any Prize Draw Specific Terms, the Prize Draw Specific Terms shall take precedence.

Each Prize Draw can only be entered by visiting <http://www.theo2.co.uk/win> and then following the entry instructions. As such, entrants will require access to the internet to be able to enter the Prize Draw.

Each Prize Draw is open to UK residents above the age of 18 (unless expressly stated otherwise in the Prize Draw Specific Terms), excluding employees of the Promoter or any of its subsidiary companies, their families, agents or anyone else connected with this promotion. No third party entries, bulk entries or entries submitted by agents will be accepted. The Promoter reserves the right to verify the eligibility of entrants. The Promoter may require such information as it considers reasonably necessary for the purpose of verifying the eligibility of an entry and the Prize may be withheld until and unless the Promoter is satisfied with the verification.

Only one entry per person is allowed for each Prize Draw. Entries not complying with these terms and conditions will be invalid and all entries must be made in the manner advertised by the Promoter.

Entries made using methods generated by script, macro or the use of automated devices will be void.

No payment is required to enter any Prize Draw.

Each Prize Draw runs during the Prize Draw dates and times stipulated in the Prize Draw Specific Terms until the specified closing date and time. Entries received after this date and time will not be entered into the Prize Draw.

The winner will be selected at random from all eligible entries received. The winner will be notified on the date stipulated in the Prize Draw Specific Terms either by email, mail or telephone and will be provided with all necessary details in order to redeem the Prize. The Prize is awarded conditionally upon acceptance and if a winner is unable to be contacted after a reasonable period or if any Prize is unclaimed or declined within a reasonable period, the Prize shall be deemed as unclaimed or unaccepted and either forfeited or a supplementary winner drawn at the Promoter's discretion. Following acceptance, the Prize will be made available to the winner in the manner stipulated by the Prize Draw Specific Terms.

The Promoter reserves the right to require valid proof of identification (as determined in its sole discretion) from the winner prior to issuing the Prize.

The Promoter will not be responsible for any inability of a prize winner to take up the Prize.

Unless otherwise expressly stated, where the Prize requires attendance at a specific venue, the winner and any permitted companions will be solely responsible for travel to and from the venue and all other expenses. The Promoter assumes no responsibility and is not liable for any costs, charges or expenses which winners may be required to pay at any time in connection with a Prize. Any additional terms of entry specified by the venue will also apply, which, in the case of events at The O2 can be viewed online at <https://www.theo2.co.uk/legal/terms-and-conditions-legal>.

The Promoter reserves the right but is not obligated to provide substitute prize(s) of similar value should the specified Prize or any part of it become unavailable for reasons beyond the Promoter's control. Cash or credit alternatives will not be offered. Prizes are not transferable. Prizes may occasionally be cancelled for reasons outside the Promoter's control. The Promoter will endeavour to promptly update any relevant information. The Promoter will not be liable for any change of date or venue or cancellation of all or any part of the Prize.

The Promoter accepts no responsibility for incorrectly completed, lost or delayed entries, notices, acceptances, tickets or other documents related to the Prize(s).

In the event of fraud, abuse, and/or an error affecting the proper operation of a Prize Draw, including the allocation of more prizes than are available, the Promoter reserves the right to end or suspend the Prize Draw; amend these terms and conditions; declare void the notification of a winner; and/or to allocate available prizes by conducting a simple draw from all wrongly allocated winners.

If any provision of these terms and conditions and/or any Prize Draw Specific Terms are held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

The winner may be required to participate in publicity connected with a Prize Draw and it is a condition of entry that the winner agrees to their name and country of residence being made publicly available and their photo/s taken and used if they win.

Entrants' data will be collected, stored and processed for the purposes of administering and assessing this Prize Draw only, unless the entrant has expressly consented otherwise. If a Prize includes tickets to an event then for the purpose of administering ticket allocation and providing such

tickets, the Promoter reserves the right to exchange information and data regarding tickets and applications with third party ticket providers and/or service providers.

The Promoter's decision is final and no correspondence will be entered into.

As an entrant you will release the Promoter and its affiliates, partners and employees from any and all liability, claims, demands and causes of action for personal injury and or damage, theft or loss suffered in connection with the Prize Draw or the use or acceptance of the Prize or any portion thereof save where due to the negligence of the Promoter or its affiliates, partners and employees.

The Promoter reserves the right to suspend, cancel or amend the Prize Draw and/or review and revise these terms and conditions at any time without giving prior notice and by continuing to take part in the Prize Draw subsequent to any revision of these terms and conditions, entrants shall be deemed to have agreed to any such new or amended terms.

Each Prize Draw is governed by English Law and is subject to the exclusive jurisdiction of the English courts.