

## **TFNation Ticket Terms and Conditions**

### **Preamble**

All TFNation Ltd (hereafter TFNation) ticket purchases are subject to the following terms and conditions. Please read them carefully. By ordering tickets you confirm that you have read, understood and accepted the terms and conditions as presented here in their entirety.

### **1. Governing Law of this agreement**

- 1.A. The TFNation Terms and Conditions and our agreement with you under them, shall be governed by English Law.
- 1.B. TFNation agrees to submit to the exclusive jurisdictions of the English Court for the determination of any dispute between TFNation and a customer.
- 1.C. These Terms and Conditions, though they make specific reference to internet based purchases, should be construed so far as is possible as applying to both internet based purchases and purchases made from the official TFNation registration desk during the course of a TFNation event.

### **2. Contract**

- 2.A. All ticket purchases are subject to TFNation accepting your order. TFNation reserves the right to refuse service to any person(s) at any point before, during or after the booking process.
- 2.B. At the moment when your order is accepted, a legally binding contract shall be established between the purchaser and TFNation.
- 2.C. Acceptance of your order is subject to the condition that the type of ticket(s) you have ordered are available and subject to you not holding a ban or disqualification from TFNation events.
- 2.D. No order will be accepted until TFNation has received full payment for the cost of the tickets plus any booking charges and where applicable postage and VAT/applicable tax (although it is noted that in the usual course of business and save for exceptional circumstances wherein special provision shall be necessitated, only the ticket cost shall be payable)

- 2.E. You will be notified by email if TFNation accepts your order. This will usually be within 30 minutes, but can on occasion take longer.
- 2.F. The notification email contains your booking number. You need to bring a copy of this email to the event, with photographic identification and proof of your date of birth.
- 2.G. The aforementioned notification email shall stand as effective notification that your order has been accepted, irrespective of whether the same is received / opened by you. No confirmation of safe receipt is necessary. If you do not receive said email within 28 days the burden is on you to notify TFNation so it may resend a copy to you. In default of this TFNation shall proceed on the reasonable understanding that you have safely received your notification.
- 2.H. Ticket prices are as advertised on the relevant ticket purchase page of the TFNation events website and prices are correct as of the date noted on that website page. TFNation reserves the right to alter ticket prices in the future, with such alternations not applying retrospectively.
- 2.I. If you utilise the services of a third party payment agent (such as, but not limited to, PayPal) you may be charged an additional booking fee on top of your ticket price. In the normal course of business this will not be the case but nevertheless, TFNation encourages you to check your payment agent's terms and conditions before committing to a purchase.

### **3. Refunds / exchanges / transfers**

- 3.A. In the normal course of business, TFNation operates a no refund / exchange / transfer ticket policy.
- 3.B. With reference to paragraph 3.A, TFNation reserves the right to alter its stance in exceptional circumstances only, as deemed to be exceptional by TFNation upon consideration of material evidence provided by you.
- 3.C. Such alterations to the policy shall only be exercised upon written receipt from you of your exceptional circumstances, no later than 28 days prior to the billed event that your ticket relates to.

- 3.D. Where paragraphs 3.B and 3.C apply and are accepted by TFNation, you will be liable to pay to TFNation an administrative charge of £10.00 (inclusive of VAT/any applicable tax) for the performance of this alteration service.
- 3.E. TFNation's stance in this respect is completely discretionary and its decision is ultimately final.
- 3.F. The provisions of paragraph 3.A. do not preclude your entitlement to claim a refund in accordance with your rights under the Consumer Contract Regulations. The regulations apply to purchases made online and provide you with the discretion to cancel your order within 14 days of purchase, should you change your mind. Any requests made in accordance with said regulations must be made in writing, to info@tfnation.com within 14 days of the date you entered into a contract with TFNation. Where you have made a valid request for a refund in accordance with the regulations, TFNation shall endeavor to make the requested refund within 14 days of confirming its liability to refund you.
- 3.G. An exception to paragraph 3.F applies where a person buys a ticket to a TFNation event (be that at the event itself or online within the 14 days prior to the event) and where that person then chooses to use the ticket to gain entry to said TFNation event. If this happens, that person, by entering the event, thereby waives their Consumer Contract Regulations rights to seek a refund within 14 days of entering into the contract. You are not able to seek a refund after exchanging your ticket and entering the event of your own free will.

#### **4. Young people, age restrictions generally and special provisions for attendees who require care and assistance**

- 4.A. For the purposes of this section and of TFNation's ticket pricing generally, the following categories are utilised;
- 4.A.i 'Children' / 'a child' relates to persons who are aged less than 13 years of age as of the first advertised date of the event for which tickets are being sold.

- 4.A.ii 'Teenagers' / 'a teen' relates to persons who are aged younger than 18 years of age but no younger than 13 years of age as of the first advertised date of the event for which tickets are being sold.
- 4.B. All children and must have a valid TFNation ticket in order to attend a TFNation event. Free / concessions admissions on grounds of age are still subject to a ticket being ordered in the usual manner and, where relevant, are subject to a qualifying adult or senior ticket being bought as part of a linked booking.
- 4.C. To qualify for a child ticket, you must be less than 13 years of age at both the time of purchase and the time of the first advertised date of the TFNation event. Should a dispute arise, the person will be deemed to fall into whichever age bracket is relevant as at the time of the first advertised date of the TFNation event in question, irrespective of their age at the time of purchase.
- 4.D. To qualify for a Teen ticket, you must be younger than 18 years of age, yet no younger than 13 years of age, at both the time of purchase and the time of the first advertised date of the TFNation event. Should a dispute arise, the person will be deemed to fall into whichever age bracket is relevant as at the time of the first advertised date of the TFNation event in question, irrespective of their age at the time of purchase.
- 4.E. Each person who has purchased a qualifying Adult or Senior ticket, is entitled to bring up to three Children to the event at no additional charge. To qualify the child must have a ticket booked for them at the same time as the accompanying Adult / Senior ticket and the child must be less than 13 years of age at both the time of purchase and the time of the first advertised date of the TFNation event. The child's complimentary ticket shall entitle the child to attend the TFNation event for up to the same time period as the linked Adult / Senior ticket, but no longer. Additional Children must be accompanied by an additional ticket-holding Adult / Senior.
- 4.F. Photographic proof of identity and age must be brought to the event so TFNation staff can ensure you have purchased the correct ticket. TFNation reserves the right to refuse entry, without refund, to any person who is unable

to provide such photographic proof or to any such person who purchases the incorrect ticket and attempts to gain entry.

- 4.G. Attendees aged under 16 years of age (hereafter “young people”) must be accompanied at all times by an appropriate adult / parent / guardian aged 18 years of age or older. Both the young person and the accompanying adult need to hold valid TFNation tickets at the appropriate rate which is to be determined in accordance with their age. The young person is at all times the sole responsibility of the accompanying adult.
- 4.H Irrespective of the promotional offer explained in paragraph 4.E, each ticket-holding Adult / Senior may only be accompanied by a maximum of three young people. If additional young people wish to attend, they must be accompanied by additional adults.
- 4.I. Young people who attend without an appropriate adult will not be allowed entry to the TFNation event. TFNation will not be liable to refund any tickets purchased by / on behalf of young people who subsequently attempt to gain entry without an appropriate adult.
- 4.J. Please note – some TFNation programme items may be age restricted. It is the responsibility of ticket purchaser to ensure that s/he and any children / other persons on whose behalf s/he purchased the tickets, comply with such age restrictions before the purchase is made.
- 4.K. It is the parent’s / guardian’s responsibility to check the suitability of a TFNation event / programme item for any young person in their party irrespective of official age restrictions, before purchasing a ticket. This includes, but is not limited to, considering whether the type of audience TFNation events attract is a suitable environment for a young person in your party. TFNation will not issue refunds if any aspect of a TFNation event, including the behaviour / attitude of other audience members, causes offence to you or any children on whose behalf you have purchased tickets. Not all segments may be appropriate for young people and as such parental discretion is advised.
- 4.L. Parents / guardians should be confident that young people within their party will not cause disruption to other attendees or audience members. Any

disruption may result in you and your accompanying young person being removed from the TFNation event and / or venue.

- 4.M. To qualify for an adult ticket, you must be less than 60 years of age, but no less than 18 years of age, at both the time of purchase and the time of the first advertised date of the TFNation event. Should a dispute arise, the person will be deemed to fall into whichever age bracket is relevant as at the time of the first advertised date of the TFNation event in question, irrespective of their age at the time of purchase.
- 4.N. To qualify for a senior ticket, you must be 60 years of age or older at both the time of purchase and the time of the first advertised date of the TFNation event. Should a dispute arise, the person will be deemed to fall into whichever age bracket is relevant as at the time of the first advertised date of the TFNation event in question, irrespective of their age at the time of purchase.
- 4.O. For the avoidance of doubt, in accepting our terms and conditions, the lead booker takes responsibility for the rest of her / his party. By purchasing a ticket on another person's behalf, you assert that you have their consent to bind them to these terms and conditions of sale and you assume the responsibility to make those persons fully aware of these terms and conditions.
- 4.P. TFNation recognises that some attendees, particularly those with learning difficulties or physical impairments, may require additional support and assistance. Whilst TFNation itself is limited in the assistance it can provide, it is very open to accommodating carers for the benefit of these valued attendees. If you are a prospective attendee (or a carer for a prospective attendee) who requires additional care and assistance, please contact TFNation at [info@tfnation.com](mailto:info@tfnation.com) to discuss your individual requirements.

## **5. Cancellations / material changes to event**

- 5.A. If the TFNation event to which your ticket relates is cancelled for any reason, TFNation will provide notification of said cancellation by posting on the TFNation website. Where possible TFNation will endeavour to provide

additional notification to your registered email address, but TFNation advises that you should always check the website to ensure there are no material changes to the event before commencing your journey.

- 5.B. If the TFNation event to which your ticket relates is moved to another date for any reason, TFNation will provide notification of said date change by posting on the TFNation website. Where possible TFNation will endeavour to provide additional notification to your registered email address, but TFNation advises that you should always check the website to ensure there are no material changes to the event before commencing your journey.
- 5.C. If the TFNation event to which your ticket relates is moved to another venue for any reason, TFNation will provide notification of said venue change by posting on the TFNation website. Where possible TFNation will endeavour to provide additional notification to your registered email address, but TFNation advises that you should always check the website to ensure there are no material changes to the event before commencing your journey.

## **6. Ticket confirmation dispatching**

- 6.A. Ticket confirmation emails will be dispatched to the email address you provide to TFNation at the time your order is placed. Please therefore type your address carefully and ensure you keep an eye on your junk / spam folder.
- 6.B. TFNation does not in the normal course of business offer a postal facility for tickets. If you do not possess an email address, please register one before ordering your tickets. There are many free email providers online.
- 6.C. TFNation strongly urges customers to double check their ticket confirmation email upon receipt and immediately inform TFNation of any errors. Failure to do so may result in a delay in you being able to enter the event that your ticket relates to.
- 6.D. It is your responsibility as the customer to inform TFNation of any change of name, address, contact number or email address. This responsibility applies both before and after the receipt of your ticket confirmation email.

## **7. Ticket issues**

- 7.A. If you lose your ticket confirmation email, you are able to download another copy by accessing your account page on the TFNation website. If you are not able to do this, please contact TFNation immediately so a replacement may be issued in good time. TFNation reserves the right to charge an admin fee of £10.00 (inclusive of VAT/any applicable tax) for this service and as such, urges you to utilise the website account facility where possible.
- 7.B. TFNation reserves the right to cancel an order if a customer orders more tickets than the maximum allowance of ten persons per booking. TFNation reserves the right to alter this number.
- 7.C. TFNation tickets are uniquely linked to a single person and are not to be duplicated, transferred or resold without the express written authorisation of TFNation. Unauthorised ticket touting will not be tolerated.
- 7.D. With reference to paragraph 7.C. tickets which are resold or transferred for any reason by any person or entity other than TFNation or an authorised agent will become voidable and the holder will be refused entry.
- 7.E. TFNation will not accept liability for tickets or other goods / services which have been ordered through the website / bought at the event using your credit/debit/bank card by a person who is not authorised to do so. Never share your PIN.
- 7.F. Please see the ticket purchase page for pricing details. TFNation reserves the right to amend these prices at any time.

## **8. The right to refuse admission**

- 8.A. TFNation reserves the right to refuse admission to any of its events at any time and without further notice, on grounds of;
- 8.A.i. Health and safety;
  - 8.A.ii. Environmental / weather concerns;
  - 8.A.iii. Security concerns;
  - 8.A.iv. Breach of TFNation rules;

8.A.v Breaking of the governing laws.

8.B. TFNation, at its discretion, reserves the right to conduct non-invasive security checks and to request that customers reveal the contents of any bags / luggage / pockets etc. Failure to comply will be deemed a breach of TFNation rules and may result in you being expelled from the premises.

## **9. Zero tolerance policy**

9.A. TFNation operates a zero tolerance policy which will be strictly adhered to. TFNation reserves the right to expel from the event and where necessary, report to the local law establishment, any persons who are found to have committed a serious breach of rules. Serious breaches are inclusive of, but not limited to, the following;

9.A.i Displaying aggressive, abusive, violent or antisocial conduct or discriminatory language or behaviour towards TFNation staff, venue staff, invited guests, other attendees, members of the public or any other persons. (This includes smoking in non-smoking areas).

9.A.ii Being in possession of offensive weapons;

9.A.iii Being in possession of illegal substances;

9.A.iv Being found to be making sales without the relevant dealer pass either within TFNation hired rooms or public areas of the venue (this also includes the sale of artwork without the relevant artist pass, or the sale of any items which breach the rules of a specific sale zone criteria, as laid out in that sale zone's individual rules – for instance, selling toys at an artwork table)

9.A.v Making unauthorised audio, video or photographic recordings during “no recording” sessions.

9.A.vi Late arrival (if relevant);

9.A.vii Being / appearing to be under age without an adult escort / failing to provide proof of age when required.

- 9.A.viii Being / appearing to be impersonating another customer / failing to provide proof identity when required.
- 9.A.ix Attempts, whether or not successful, to resell, transfer or duplicate a TFNation ticket without prior written authorisation of TFNation Ltd.
- 9.A.x Declining to be searched.

9.B. For the avoidance of any doubt, no refunds will be offered to customers who commit serious breaches of rules and are subsequently refused entry or ejected from the event / premises. This also applies where a person is refused entry / expelled by the event staff or local law enforcement officers rather than TFNation staff.

## **10. Liability**

- 10.A. In arrangements (including contracts) involving third parties, TFNation acts only as your introducer. No liability shall be attached to TFNation in connection with or arising from such an arrangement with a third party.
- 10.B. TFNation does not accept any liability for any losses (including loss of opportunity) or claims arising from any inability to access its website or any failure / inability to complete a booking on the website. Furthermore TFNation does not accept liability for any indirect or consequential loss of any kind in contract, tort or otherwise arising from the use of its website or the purchase of tickets or other goods or services from TFNation by whatever means.
- 10.C. TFNation does not accept liability for loss or damage that is caused by any event or circumstances beyond its reasonable control such as but not limited to, destruction of property, localised or widespread act of riots, extreme weather, act of insurgence, war, conflict, death or act of God.
- 10.D. To the fullest extent permitted by the governing law, TFNation will not be held responsible for loss, damage or injury (including death) to any person or their property howsoever caused.

## 11. Privacy

- 11.A. By using the TFNation website and / or ordering tickets, you provide your agreement to the TFNation Website Use Policy and Privacy Policy, both of which can be found within the Legal Information sections of the TFNation website. Please read these documents carefully for a fuller explanation of how your data will be used.
- 11.B. Your credit/debit card/bank account details are not held by TFNation. To maintain your security TFNation has employed the services of the highly acclaimed global secure payment processor, 'Paypal for Business'. By making an order with TFNation you agree to your details being processed via 'Paypal for Business' and its systems. Please take a moment to visit their website to learn about how 'Paypal for Business' will securely handle your confidential payment information. Please also take a moment to view the TFNation Website Use Policy and Privacy Policy which detail the precautions you should take when interacting with third party websites.
- 11.C. Only ever enter your credit/debit/bank card details where asked to on the secure payment page. Never send credit/debit card details by standard email and never provide them to any members of TFNation staff. If you attempt to provide such details to TFNation, your attempt will be immediately refused.
- 11.D. Information about you including your name, date of birth, address, telephone number and email address is held by TFNation in accordance with your deemed consent. The information is needed to process the transaction and fulfil your order and to assist with any subsequent problems or disputes. TFNation neither requests nor holds any of your financial details.
- 11.E. TFNation may also utilise your consensually provided information for internal structuring and marketing – for full details please refer to the aforementioned TFNation Website Use Policy and Privacy Policy, both of which can be found within the Legal Information sections of the TFNation website.
- 11.F. Your information may also be passed to the management of the venue where the event is taking place at their request.

11.G. If you receive a telephone call / email from a person claiming to be representing TFNation, we recommend you immediately end the conversation and contact TFNation directly using the official contact information contained within the TFNation website. You are at all times responsible for your own security in this respect.

## **12. Photography and recording policy**

12.A. CCTV equipment, film-recording cameras, sound recorders and still image cameras - including long lens SLR type professional cameras and devices (hereafter "recording devices") may be in operation within or around the TFNation event and the hosting venue.

12.B. Recording devices may be operated by official TFNation staff (identifiable by TFNation staff uniforms), the venue and or the Police / security staff where relevant.

12.C. Said recording devices may record your name, likeness, voice and image whether still or moving (hereafter "recordings"), for promotional and / or commercial publication purposes in all media.

12.D. By purchasing a TFNation ticket and/or attending a TFNation event and/or the venue of a TFNation event, you understand that you provide your full express consent to all such recordings and to your name, likeness, voice and image whether still or moving, being used for promotional and / or commercial publication purposes in all media. All rights in such recordings will be owned by TFNation.

12.E. You also agree that any such recordings may be utilised by TFNation in any / all media, at any time or earthly location, for any purpose, including for commercial purposes, such as merchandising, DVDs, promotional videos, without payment or compensation to you.

12.F. CCTV / security recordings / police recordings are excluded from the provisions of paragraphs 12.D and 12.E.

## **13. Advertised times and guest appearances**

- 13.A. All advertised times for TFNation programme items, including opening and closing times, are approximate and subject to change. Advertised times are for guidance only.
- 13.B. All advertised programme items are subject to change.
- 13.C. All guests, artists and advertised talent appear strictly subject to availability, work and personal commitments and are subject to cancellation and/or change at short notice.
- 13.D. It is your responsibility to ensure you arrive at the TFNation event in good time so as not to miss a programme item in whole or in part and in case an event begins earlier than scheduled. TFNation highly recommends that you always check your travel arrangements before setting off.
- 13.E. It is your responsibility to ensure you are able to stay until the conclusion of the TFNation event in the event it overruns, so as not to miss a programme item in whole or in part. TFNation highly recommends that you always check your travel arrangements in advance and leave plenty of time in case of unexpected occurrences.
- 13.F. TFNation shall not offer refunds, nor be held or deemed responsible for the cost of alternative travel or accommodation arrangements, or for any other loss you suffer (including but not limited to loss of enjoyment) as a result of a TFNation event not running to the advertised times or as a result of an advertised guest failing to attend or being changed / substituted at short notice.

#### **14. Health and safety**

- 14.A. In case of emergency it may become necessary to evacuate all or part of the TFNation venue. Should this become necessary, please follow instructions and directions from TFNation staff, venue staff and official rescue services / law authorities.

#### **15. Special access requirements**

- 15.A. Although the TFNation venue caters for mobility-impaired attendees, to avoid disappointment please contact TFNation before purchasing a ticket if you

have any specific access requirements to ensure that TFNation and / or the venue can accommodate your requirements. Extra-width / accessible seating may not be available unless it is arranged in advance.

15.B. No smoking is permitted inside any part of the TFNation venue. There are designated smoking areas outside of the building and TFNation asks that smoking is strictly confined to those areas only.

15.C. At the request of the venue, use of e-cigarettes / similar type equipment is presently prohibited apart from in the aforementioned designated smoking areas. Thank you for your understanding.

#### **16. Loud noises and flashing lights warning**

16.A. TFNation events make use of flashing lights and loud noises during some programme items. Attendee discretion is advised.

#### **17. Additional Terms and Conditions relating specifically to weekend tickets**

17.A. Weekend tickets encompass events running from Friday evening until Sunday evening, inclusive.

17.B. Activities / segments may take place on any day and may be rescheduled without notice. TFNation does not accept responsibility for any missed activities / segments owing to a person not being present for the full duration of the event.

#### **18. General Terms and Conditions for all tickets classes**

18.A. Guests appear subject to work commitments.

18.B. Not all guests signing / appearing all days.

18.C. Tickets will not be refunded in the event that a guest cancels his / her appearance. In such circumstances TFNation will try its best to book a suitable replacement guest(s).

18.D. TFNation retains both now and for the future, ownership, title and all rights of and for photo shoot images. Photo shoot images may be made available to purchase for a set fee, for personal (that is non- commercial) usage.

18.E Tickets are limited to a maximum number of sales per person, to be decided upon by TFNation from time to time. TFNation reserves the right to cancel tickets purchased in excess of this number.

18.F TFNation accepts no liability or for any loss or liability incurred as a result of contracts entered into between attendees and exhibitors, traders, dealers or any other third parties.

### **19. Invalidity and enforceability and waivers**

19.A. Should any part of these terms and conditions prove to be unenforceable (including any provision in which TFNation exclude its liability to you) the enforceability of any other part of these conditions will not be affected.

19.B. No failure or delay on the part of any parties to these terms and conditions relating to the exercise of any right, power, privilege or remedy provided under the same shall operate as a waiver of such right, power or remedy.

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