

# TERMS AND CONDITIONS OF ENTRY DOWNLOAD PILOT

## GENERAL

1. The Download Pilot is an official trial event which forms part of the governments Events Research Programme. Festival Republic Limited shall have no liability for your participation in the Events Research Programme. Please refer to the Events Research Programme's Consent Form and information sheet at the point of purchase.
2. These Terms and conditions ("T&Cs") incorporate, and should be read together with Ticketmaster's terms and conditions, which you can obtain from the point of purchase. Your possession of a ticket constitutes your acceptance of these T&Cs.
3. "Festival Republic", "We", "Our" means Festival Republic Limited, its representatives, servants, employees and sub-contractors.
4. We reserve the right to implement any restrictions/conditions deemed necessary before and during the Event to ensure the safe management and running of the Event including any Covid-19 policy implemented by Festival Republic. You must at all times comply with any and all instructions given to you by Event staff and stewards and your failure to comply may lead to your eviction from the Event without refund.
5. You must not enter the site if you believe that you may have been infected with Covid-19 and/or you are displaying symptoms of Covid-19. If you believe you may have been infected with Covid-19 and/or you are displaying symptoms of Covid-19 during the Event, you will be required to attend the medical tent and may be required to leave the site.
6. In order to attend the Event, You are required to take a Covid-19 lateral flow test at home or at a NHS lateral flow test site prior to travel on the first day of attending the Event and present a copy of your NHS negative test notification in order to obtain entry to the site. You will not be entitled to enter the Event site if you receive a positive Covid-19 lateral flow test result (see Events Research Programme's Consent Form and information sheet).
7. We reserve the right to request that you take further Covid-19 tests during the Event or on re-entry.
8. Only adults aged 16 and over on 18 June 2021 will be permitted entry to the Event. We do not accept any parental or supervisory duty of care or liability for any under 18s on site.
9. Tickets are for the Event and any billed Artists and attractions may be subject to change.
10. No trading or promotional activity is allowed at the Event without Our prior written consent. Goods using unauthorised logos must be surrendered to Event Staff.
11. By entering the site, you give your express consent to your actual/simulated likeness to be included for no fee within any audio or visual recording to be used in any media for any purpose at any time including CCTV, filming by the police or security staff and filming as part of the Events Research Programme.
12. These T&Cs are subject to change from time to time without notice and in our sole discretion. We will notify you of amendments to these T&Cs by posting them to the Event website.
13. We shall have no liability for any loss, injury, illness or damage to any person or property sustained at an Event howsoever caused (including by us and Our agents) in any circumstances unless caused as a direct result of Our negligence and that which cannot by law be excluded or limited. Any personal property brought to the Event is at your own risk.
14. We reserve the right to evict customers without refund, and/or refuse admission where these T&Cs are breached.
15. These T&Cs are governed by English Law and any dispute arising out of or in connection with these T&Cs shall be subject to the exclusive jurisdiction of the English courts.

## REFUNDS

16. Tickets will only be refunded if:
  - the Event is cancelled;
  - you are prevented from attending the Event because you receive a positive Covid-19 lateral flow test result and you submit to us a photo of your NHS test result confirmation and your positive lateral flow test strip next to your face and a copy of your subsequent PCR test result;
  - you are prevented from attending the Event because you test positive with Covid-19 within the ten days prior to your arrival at the Event and you submit to us a copy of the positive PCR test result(s);
  - you are prevented from attending the Event because you are contacted by NHS Test and Trace and/or you live with someone who tests positive and you are required to self-isolate and you submit to us a copy of the NHS test and trace confirmation email;
  - you receive a positive Covid-19 PCR test result during the Event and as a result leave the Event and you submit to us a copy of your positive PCR test result.
17. We reserve the right to request further supporting evidence from you prior to issuing you any refund as set out above.
18. Refunds will not be issued should the programme be altered or if a particular artist does not perform.
19. Refunds should be requested from the point of purchase with requisite supporting evidence, no later than one month after the Event.
20. Refunds of any booking or order fees are subject to the terms and conditions of the point of sale.
21. Personal arrangements including, but not limited to, travel, subsistence and accommodation relating to the Event are at your own risk and We shall not be liable for any losses incurred from personal arrangements or wasted expenditure beyond the ticket refund.

## TICKETS AND WRISTBANDS

22. Ticket resale is not allowed.
23. Tickets must be produced and scanned in order for you to receive a wristband on first entry at a wristband exchange.
24. Only wristbands issued by the Event on production of an official ticket are valid for entry. Tickets and wristbands from unauthorised sources may be rendered invalid and admission refused. Do not buy tickets or goods from unlawful street traders/touts.
25. Tickets and wristbands remain Our property until the Event closes and is a personal revocable licence which may be withdrawn and admission refused at any time.
26. We will not issue duplicates for lost or stolen tickets or wristbands.
27. Tickets cannot be used as part of any marketing, media or sales promotion, without Our prior written consent.
28. If you have obtained your ticket in breach of these T&Cs and/or if you breach any of these T&Cs then your ticket shall be void, and all rights conferred on you or evidenced by such ticket shall be void. If you seek to gain entry to the Event using a void ticket then we reserve the right to refuse you entry to or evict you from the Event and you may be liable for trespass. Void tickets are non-refundable.
29. Wristbands are strictly non-transferable and will be invalid if removed, tampered with, transferred or resold. Wristbands must be worn at all times for the duration of the Event.
30. You are responsible for your ticket until exchange and then responsible for your wristband for the duration of the Event.

## SECURITY

31. Searching is a condition of entry. You may be body/bag searched anywhere on site at any time by security and detection dogs.

32. Without any liability to you, We shall be entitled to confiscate any item(s) which may reasonably be considered to be a weapon (or used as a weapon) or which may cause danger, offence or disruption to any other person.
33. Any person suspected of carrying illegal items or carrying out illegal activity may be handed over to the Police, refused entry or evicted from the site without a refund.

#### **BANNED ITEMS**

34. No unauthorised vehicles are allowed on site.
35. Only photographic equipment for personal and non-commercial use is permitted. We may confiscate and/or destroy any unauthorised recordings or professional recording equipment.
36. No glass, gas canisters, aerosols over 250ml, airhorns, fireworks, flares and distress flares, illegal substances, drugs, 'legal highs' – this includes Nitrous Oxide and associated equipment (balloons/CO2 dispensers/cream dispensers), unidentified substances, new psychoactive substances (NPS), illegal items, laser equipment/pens, megaphones, blowtorches, sky or 'Chinese' lanterns, petrol burners, sound systems, spray cans, tabards/high viz jackets, umbrellas or generators with the exception of those fixed in campervans.
37. The use of drones (including toy drones) or similar is prohibited on or near the Event without Our written permission.
38. No excessive amounts of food, cigarettes and alcohol - only a reasonable amount for personal consumption is permitted. Alcohol is limited to one case of (24) cans per person or a 3L box of wine or 70cl of spirits decanted into a vessel (not glass).
39. Anyone resisting the surrender of banned items will face eviction.
40. Items that are surrendered or confiscated will not be returned.

#### **HEALTH AND SAFETY**

41. You must comply with any and all instructions given to you by Us and/or Event staff and stewards.
  42. We will be complying with all guidance issued by the Government in relation to Covid-19 for this Event, which may include conditions of entry to the event and/or testing during the Event. We will require your compliance and co-operation with any such requirements and your failure to comply or co-operate may lead to your eviction from the site.
  43. Fires and the burning of any materials (including but not limited to plastics, bedding, tents and furniture) is not permitted anywhere on site. Any such behaviour may lead to immediate eviction.
  44. Smoking is not permitted in enclosed public spaces or buildings including arena big tops. This includes e-cigarettes and/or vaping.
  45. Pyrotechnics, lasers, smoke machines, strobe lighting/special effects may take place during some performances.
  46. All those attending the Event do so at their own risk.
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