

## TERMS & CONDITIONS OF ENTRY

### 1. **Terms & Conditions**

- a. In these Terms & Conditions, "Event" means the event for which You have purchased a ticket, "the Promoter", "we", "us" and "our" means Sundown Festival Ltd and any associated promoter(s) of the Event; "you", "your", "ticket holders" and "guests" means you as the ticket holder, "ticket" means any valid ticket or wristband which permits you to attend the Event or any valid wristband for which you have exchanged your ticket at the Event..
- b. These Terms and Conditions incorporate and should be read in conjunction with, the terms and conditions of the authorised ticket agent from which you purchased your ticket which are available on the website of the relevant ticket agent. In the event of any inconsistency between these Terms and Conditions and the terms and conditions of the relevant authorised ticket agent, these Terms and Conditions shall prevail.
- c. All tickets are sold subject to these Terms and Conditions. Purchase and/or use of a ticket/s to enter the Event constitute acceptance of these Terms and Conditions on your behalf and on behalf of any person for whom you are purchasing tickets.
- d. The Promoter reserves the right to vary these Terms and Conditions from time to time without notice and at our sole discretion. Updates will be published on the Sundown Festival website.
- e. Directives and statements printed on the tickets, posted or announced at the Event also form part of the Terms and Conditions of entry to the Event.
- f. In the instance of a breach of any of the Terms and Conditions the Promoter reserves the right to cancel the ticket/s and eject the offender/s and retain all monies paid.

### 2. **Age Policy**

- a. Infants (under 5 years old) will not be admitted.
- b. Anyone under aged 15 or under must be accompanied by a paying adult aged 18 or over. There is a limit of one person aged under 16 per adult aged 18-20 and maximum of three under 16s per adult aged 21 and over.
- c. Anyone aged 16 or 17 may attend unaccompanied but we strongly advise that you have the consent of a parent or legal guardian.
- d. Proof of age may be required on entry to the Event and when purchasing alcohol. Recognised and accepted forms of ID are Photo Driving or Provisional Driving License, Passport and Proof of Age Card with PASS (hologram) logo. The Promoter reserves the right to refuse admission if its staff or agents are in any doubt whatsoever as to the age of the person being presented as being under the requisite age.
- e. Our challenge 25 policy will be in operation across the whole festival site. If you look under 25 then you may be asked to prove that you are over 18 if you want to buy alcohol.
- f. Anyone under the age of 18 caught drinking or in the possession of alcohol will have the alcohol confiscated and may be ejected from the Event.
- g. Anyone over the age of 18 caught buying alcohol for someone under the age of 18 will be ejected from the Event.
- h. It is your responsibility to check the suitability of the 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 the Event, including the behaviour of other audience members, causes offence to you or any children on whose behalf you have purchased tickets.

### 3. **Ticket Purchase**

- a. Only customers holding a valid ticket will be admitted to the Event. You must retain your ticket on your person at all times during the Event.
- b. Tickets are not exchangeable, refundable or transferable. Re-sale or attempted re-sale is not allowed.
- c. Tickets, wristbands or other forms of accreditation to the Event are personal revocable

licences and shall at all times remain the property of the Promoter and for security purposes, and may be recalled at any time.

d. Tickets may not be used as part of a promotion, competition, advertising, or be given away as part of a product or service package or for commercial gain without the permission of the Promoter. Any attempt to do so will result in the ticket being void and any person holding such a ticket will be refused entry to, or ejected from the Event without refund.

e. The Promoter is not liable for lost, stolen or defaced tickets or wristbands. If a customer loses their wristband, they will not be able to re-enter the Venue or Campsites. All wristbands will be checked when entering and leaving the Venue and Campsites. Replacement wristbands will only be issued at the box office if the original wristband is still on the customer's wrist at the time of request and will incur a charge.

f. Ticket price and availability may be subject to change without notice.

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

h. Upon purchase please check tickets carefully as mistakes cannot always be rectified after purchase. Tickets are not issued on a sale or return basis and refunds will not be made on returned tickets unless provided for under these Terms and Conditions.

i. 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.

#### **4. Entry Policy**

a. All ticket holders and guests must consent to a security search of persons, clothing, bags and any other items deemed necessary.

b. The Promoter retains the right to conduct searches during the Event. If you refuse to be searched you may be ejected.

c. Prohibited items or any items that the Promoter or its security company deem to be a risk to safety, enjoyment of others or security or are not suitable to be taken to the Event or may be used in an illegal or offensive manner (regardless of whether or not the item itself is illegal) are not allowed. Ticket holders may be ejected if found in possession of prohibited items inside the Event. Prohibited items include but are not limited to:

i. Food and Drink – except one 500ml sealed bottle of water per person, no food & drink from outside of the Event can be taken into the Event site. Camping guests may take a supply of their own food and drink into the campsite only. Allowable quantities for camping guests are advertised on the Sundown Festival website.

ii. Drugs / Controlled / Psychoactive Substances – illegal drugs, Nitros Oxide, 'Legal Highs' or any associated paraphernalia.

iii. Weapons –or anything that could be considered a weapon.

iiii. Animals – except registered assistance dogs.

v. Bicycles, roller-skates, skateboards, scooters, personal motorised or non motorised vehicles except for wheelchairs.

vi. Items considered to be dangerous or inappropriate in a festival environment, including but not limited to; glass in any form, bottles cans or metal containers, spray cans, gas canisters or compressed gas in any container, fireworks, flares, candles, smoke canisters, chinese lanterns, BBQs, camp-fires, explosives, firearms, knives or blades, replica weapons of any sort, large golf umbrellas, stools / camping sticks / chairs or other furniture, gazebos or parasols, sports equipment, flags and banners, megaphones, amplification equipment, klaxons, airhorns, laser devices, remote controlled drones, hi-visibility tabards or similar.

vii. All Items Listed on the Sundown Festival website.

d. Moshing, crowd surfing, climbing on Event structures or existing park landscape and anti social behaviour, is not permitted.

e. No refunds will be offered to customers who are refused entry or ejected from the site at the discretion of the Promoter.

- f. If you are refused entry to the Event, or have been previously ejected, you may not purchase another ticket or otherwise gain entry.
- g. Failure to produce the appropriate receipt/ticket or pass, when so requested, may result in ejection from the Event, without later claim or compensation.
- h. There are no pass outs and no admission after first entry to the Event for day ticket or weekend non camping ticket holders during each day of the Event. Weekend non-camping ticket holders are able to leave the Event and return the next day but must consent to a search to gain admittance the following day. Camping ticket holders will be able to leave and return to the Event but must consent to a search to gain re-admittance.

**5. Filming, Photography & CCTV**

- a. Unauthorised photography, video, audio recording and transmission of the Event, the performers and the performance for professional purposes or financial gain is strictly forbidden.
- b. Professional audio and imaging equipment are not allowed.
- c. Ticket Holders consent to being photographed, filmed and sound recorded as an audience without payment, and to their image being exploited in any and all media for any purpose at any time throughout the world by the Promoters who shall own the copyright in all such recordings. If you attend the Event with a child under 16 you give the foregoing your express consent on their behalf. All personal data will be processed in accordance with privacy policy (<https://www.umusic.co.uk/privacy.html>).
- d. CCTV will be in operation across the site. Images are recorded for the prevention of crime and disorder. If requested, images will be passed directly to the Police.

**6. Trading & Commercial Activity**

- a. Only those specifically authorised by the Promoters to undertake trading, marketing or commercial activity at the Event may do so.

**7. Unauthorised Ticket Agents and Touting**

- a. Tickets bought from unauthorised agents are not valid and admission will not be granted to the Event with any ticket bought from unauthorised agents. To be as safe as you can and to avoid obtaining an unauthorised ticket, follow these simple guidelines. Please note that these guidelines are not intended to be an exhaustive list of precautions which you should take to avoid obtaining an unauthorised ticket.
  - Do not buy from an unofficial ticket agent. See Tickets are official ticket agents of the Event. We may also sell tickets directly for corporate or group bookings and we have other online and in-store official ticket agents. If you are in doubt as to whether or not a ticket agent is authorised please contact us in advance of the ticket purchase and we will be happy to assist. You can contact us using the contact details on our website.
  - Do not buy from internet auction sites or exchange/buy tickets on social networking sites such as Facebook.
  - If you live in the UK do not buy from a website with an overseas office address, or with no registered address shown.
  - Do not buy from another individual or tout, either in advance of, or outside, the Event.
- b. If we are aware that you have bought tickets anywhere other than from official authorised outlets you will not be granted access to the Event. Tickets are non-transferable, which means that once purchased you cannot sell them on to others. The Promoter will be unable to assist you if you have bought from an unauthorised source, as we will have no purchase history available for the ticket.
- c. If you do encounter problems contact your credit card issuer as soon as possible.
- d. Occasionally due to genuine circumstances you may find yourself with a spare ticket. Please do not be tempted to sell it on an unauthorised auction site or to sell to a ticket tout or unauthorised online agency. If you do the Purchaser may not be able to enter the Event (under the Terms and Conditions) for the reasons set out above. Should this happen you may find that the purchaser brings a legal claim against you for selling a ticket which does not permit access to

the Event.

e. We reserve the right to cancel any ticket booking which we reasonably believe to have been made with a view to resell such tickets or where the ticket has been purchased using fraudulent means, such as credit card fraud.

f. Tickets may be restricted to a maximum number per person per credit card or per household. These restrictions will be notified to you by our ticket agents and on our website 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.

g. Tickets obtained in breach of these Terms and Conditions shall be null and void and the Promoter may refuse admission to, or eject you from, the Event. Any person seeking to use a void ticket in order to gain or provide entry to an Event will be considered to be a trespasser and will be ejected and liable to legal action. Void tickets are non-refundable.

## **8. Refunds**

In the event of a cancellation, postponement or Material alteration of the Event (defined below) other than as a result of a Force Majeure (see definition under section 11 Liability) you will be entitled to a refund in accordance with the terms and conditions or refund policy of the authorised ticket agent from whom you purchased a ticket. Where the cancellation takes place part-way through the Event, you may only be entitled to a refund of part of the face price which you paid for the ticket which shall be determined at our reasonable discretion. You will not be entitled to a refund in any other circumstances. Personal arrangements including travel, subsistence and accommodation in relation to the Event which have been arranged by you are made at your own risk and neither the authorised ticket agent nor the Promoter will have any liability for any such loss of enjoyment or wasted expenditure in the case of a cancellation, postponement or otherwise.

A "Material alteration" is a change which, within our reasonable opinion makes the Event materially different to the Event which purchasers of the ticket could reasonably expect. Changes to performance times, acts and the use of understudies in theatre performances shall not be considered a Material alteration. A Material alteration is judged by reference to the nature and billing of each Event. The Event is judged by reference to the overall theme rather than the individual act scheduled to appear. No scheduled acts may be considered as headline acts regardless of their relative fame or prominence on the billing, and so cancellation by an artist will not entitle you to a refund, regardless of their position on the bill.

b. In order to claim your refund please refer to the terms and conditions of the authorised ticket agent from which you purchased your ticket for details of how to claim a refund. The point of sale may not make a refund if you fail to follow the instructions provided within the notified timeframes. Refunds will only be made to the person who purchased the tickets.

c. It is your responsibility to check that the Event has not been cancelled, rescheduled or made the subject of a Material alteration. Information on such matters will be made available on behalf of the Promoter as soon as reasonably practicable on the Promoter's website and/or at the Event venue. Customers are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation, postponement or Material alterations can sometimes arise immediately prior to an Event.

d. Tickets will not be refunded where they have been used to gain entry to an Event or where you are able to and choose to attend a postponed Event.

## **9. The Event – General Information**

a. The Event is subject to licence.

b. The Promoter reserves the right to refuse you entry to and/or eject you from the Event. In particular but without limitation you may be refused admission to or removed from the Event for any of the following reasons: for health and safety or licensing reasons; if you behave in a manner which has or is likely to affect the enjoyment of other persons at the Event; if you use

threatening, abusive or insulting words or mannerisms; if, in the Promoter's reasonable opinion, you are acting under the influence of alcohol or drugs; if you fail, when required, to produce proof of identity or age; if you refuse to comply with the Promoter's security searches; if you breach these Terms; and/or if your ticket is void.

c. If before or during the Event you have a complaint in relation to the Event, please contact the Promoter or a steward promptly since complaints are very difficult to deal with after the Event.

d. You must comply with any and all instructions given to you by the Promoter and/or stewards and staff at the Event.

e. Whilst every effort is made to ensure that the full, advertised billed performances take place, the Promoter reserves the right to change the published bill and/or running times without notification. This includes, but is not limited to, artists and billed attractions. Tickets are for the Event and not a specific artist.

f. Any published start and finish times of a performance at an Event are estimates only and are subject to change. The Promoter shall not be liable for any change of a published start or finish time. It is your responsibility to make appropriate arrangements to ensure that you arrive at the Event in sufficient time (taking into account time required for queuing and searching to enter the Event) in case the Event or the performance you wish to see starts earlier than the published time or otherwise to ensure you are able to stay until the close of the Event or performance should you wish to if it overruns. We will not be responsible to make any refund or meet the costs of any alternative travel arrangements or for any loss of enjoyment or other indirect loss as a result of an Event not running to the precise advertised times or for your late arrival at the Event.

g. There will be no admission to the Event before the designated opening times on any day of the Event. Box Office times to be confirmed.

h. All guests are asked to observe and comply with safety advice, site signage and 'No Smoking' areas. In accordance with Smoke-Free Regulations, the tented arenas and other areas of the Event are designated 'No Smoking' areas. Normal statutory rules and regulations apply and should be observed at the Event and failure to do so may result in ejection from the Event.

i. You shall not bring into the Event or display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing materials.

j. Access to arenas within the Event is subject to capacity and the Promoter accepts no liability and will not offer any refunds if you are unable to attend a specific performance due to the arena being at maximum capacity. You may be required to queue so please arrive early to avoid disappointment.

k. The organisers reserve the right to implement any restrictions/conditions deemed necessary before and during the Event to ensure the safe management of the festival site. You must at all times comply with any and all instructions given to you by Event staff and stewards. The Event takes place outdoors on a greenfield site which may be uneven in places and conditions underfoot may be affected by weather and heavy footfall. You should take reasonable precautions to avoid suffering injury, including, without limitation, wearing sensible shoes and taking care in areas where ground is uneven or has been affected by adverse weather.

l. Strobe lighting, lasers and smoke / haze effects and other special effects may be used in some performances.

m. Ticket Holders accept that loud music can damage hearing.

n. The Event is an outdoor event. Please bring suitable clothing and footwear. No refunds will be given due to inclement weather.

o. Official merchandise is usually only available inside the Event site and online through authorised channels. The Promoter does not accept any responsibility for the sale of merchandise outside of the Event site or through unauthorised channels.

p. The Promoter will not accept responsibility for any damage or loss of personal items at the Event.

## 10. Access Requirements

- a. The Promoter offers one free ticket for a personal assistant to accompany a ticket holder with access requirements. We will require you to provide valid documentation of your accessibility requirements before issuing the P.A. free ticket. Please contact the Event via the "Contact us" page for details on valid identification and further information regarding access requirements.
- b. If you have access requirements please contact us as far in advance of the Event as possible. If you have not notified the Promoter of your access requirements in advance we cannot guarantee that we will be able to cater to your needs though we will use reasonable endeavours to do so. Please call See Tickets on 0871 220 0260 to book.

## 11. Camping

- a. Camping, and access to the campsite, is strictly subject to the purchase of a camping ticket. All day ticket holders and weekend ticket holders not holding a camping ticket are forbidden to camp at the Event or enter the campsite and anyone found in the campsite or camping without a camping ticket will be removed from the Event.
- b. Campers should pitch tents in designated camping areas only and stay out of fire lanes and other working areas.
- c. Gazebos, awnings and trailer tents are not allowed on the campsite.
- d. You should bring a tent that is sized for the number of occupants. We reserve the right to refuse to allow any structures which are too large or which we believe may cause a health and safety risk.
- e. We will not be liable for any failure to provide any advertised facilities within the camping area.
- f. All items are brought and left at your own risk.
- g. You are allowed to bring your own limited supply of food into the campsite for personal consumption only and it cannot be brought into the Event arena. You are permitted to cook solely within the designated areas within the campsite only using charcoal BBQ's or small butane gas camping stoves (single burner, gas cylinder of less than 5kg) only.
- h. Camping guests may take a supply of their own food and drink into the campsite only. Allowable quantities for camping guests are advertised on the Sundown Festival website. You are not permitted to take any beverages into the Event arena. Searches will be undertaken upon entry and re-admission to ensure compliance with the provisions of these Terms and Conditions. Any alcohol above the permitted allowance will be confiscated.

## 12. Liability

- a. You agree that the Promoter, its servants or agents will not be liable for any loss, injury or damage to any person (including you) or property however caused (including by the Promoter or its servants or agents) in any circumstances a) unless due to the negligence or wilfully malicious act of the Promoter, its servants or agents and/or (b) to the extent that any increase in any loss or damage results from the breach by you of any of these Terms and Conditions.
- b. For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond the Promoter's reasonable control including, without limitation, an 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, third party injunction, national defence requirements and/or acts or regulations of national or local governments. The Promoter will not be liable to you for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.
- c. You agree that the Promoter shall not be liable to you for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with the Event and/or our obligations under these Terms and Conditions including, but not limited to, loss of profits, 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) these Terms and Conditions.
- d. The Promoter will not have any liability to you whatsoever for loss or expenses incurred in

connection with the Event or any cancellation of the Event, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to the Event or the cancellation of the Event.

**13. General**

- a. To the fullest extent permissible in law, the Promoter 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.
- b. 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.
- c. If the Promoter delays or fails to enforce any of these Terms and Conditions it shall not mean that the Promoter has waived its right to do so.
- d. These Terms and Conditions together with the ticket purchase terms and conditions constitute the entire agreement between the parties in connection with the subject matter of these Terms and Conditions and supersede any previous terms and conditions, agreement or arrangement between you and the Promoter relating to the subject matter of these Terms and Conditions.
- e. These Terms and Conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.