

**ICC CRICKET WORLD CUP 2019**  
**TICKET TERMS AND CONDITIONS**

**Definitions**

1. All capitalised terms used in these Conditions and in the abbreviated form printed on a Ticket shall have the following meanings:

**“Ambush Marketing”** means the unauthorised use of a Ticket as a prize or in a lottery or competition or for any other promotional, advertising or commercial purpose and/or any other activity by a person not authorised by IBC which: (a) associates the person with the Tournament; or (b) exploits the publicity or goodwill of the Tournament; or (c) has the effect (in the reasonable opinion of IBC) of conferring the status of a Commercial Partner on a person who is not a Commercial Partner or otherwise diminishing the status of any Commercial Partner;

**“Authorised Agents”** means the official corporate hospitality agents and official travel agents appointed by or on behalf of IBC and which are legally and contractually entitled to sell Tickets as part of hospitality and travel packages respectively;

**“Authorised Person”** means collectively all Tournament management (being anybody acting on behalf of IBC) and all Venue management, and their respective staff, officials, representatives, officers and volunteers;

**“Ballot”** means the random computerised ballot carried out to determine which entrants are allocated Tickets, further details of which shall be notified to entrants during the entry process via the Website;

**“Ballot Terms”** means the information applicable to entry into the Ballot as set out on the Website;

**“Commercial Partner”** means any official sponsor, official supplier, broadcaster, licensee and/or any other party which has been granted a commercial association with the ICC, IBC and/or the Tournament from time to time;

**“Conditions”** means these terms and conditions, the Venue Regulations and the Ticket Refund Policy which are incorporated into these terms and conditions by reference, together with any amendments or updates to the same issued by or on behalf of IBC from time to time;

**“Guest”** means any person for and on whose behalf the Ticket Purchaser bought a Ticket and who has obtained such Ticket from the Ticket Purchaser in accordance with the terms of these Conditions, and/or any other person using a Ticket with the prior express authorisation of IBC and/or the Host;

**“Host”** means the England and Wales Cricket Board, which has been appointed by IBC to host the Tournament;

**“ICC”** means the International Cricket Council, the international governing body for the sport of cricket, having its administrative office at Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, P.O. Box 500070, Dubai, U.A.E.;

**“IBC”** means ICC Business Corporation FZ LLC, a wholly owned subsidiary of the ICC incorporated to exploit the commercial rights to ICC events, being a company incorporated under the regulations of the Dubai Creative Clusters Authority with its registered address at Office No. 28, Second Floor, Building 2, Dubai Media City, United Arab Emirates, and having its administrative office at Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, PO Box 500070, Dubai, United Arab Emirates;

**"Match"** means a One Day International cricket match forming part of the Tournament or any other cricket match played as part of the official warm-up phase of the Tournament, the particulars of which are indicated on the Ticket;

**"Official Ticketing Agents"** means Ticketmaster Sport Limited, who have been appointed by the Host to operate the Ballot, together with any ticket box offices or other ticket distribution outlets appointed by the Host;

**"Official Resale Platform"** means the portal operated by the Host and available through the Website to enable Ticket Purchasers to resell Tickets in accordance with these Conditions;

**"Original Sale Price"** means the specified price of each Ticket plus any delivery or administration fee (or part thereof);

**"person"** shall include natural and juristic persons;

**"Prohibited Item"** means any of the items listed as such in the applicable Venue Regulations and those items specified in paragraph 21(j) and/or paragraph 25 of these Conditions;

**"Ticket"** means a ticket giving right of entry to a Match at a particular Venue in accordance with the details indicated thereon;

**"Ticket Holder"** means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser, Guest or any person to whom the Ticket was issued or transferred;

**"Ticket Purchaser"** means the individual with legal capacity who has purchased a Ticket or Tickets in accordance with these Conditions from any Official Ticketing Agent and/or from any Authorised Agent;

**"Ticket Refund Policy"** means the policy adopted by or on behalf of IBC for the refund of a Ticket as published on the Website(s) or otherwise made available to the Ticket Purchaser;

**"Tournament"** means the ICC Cricket World Cup 2019 England & Wales;

**"Venue"** means the entire premises of a ground or stadium where a Match is scheduled to take place and to which a Ticket is required to gain access, including all entrance and exit gates as well as all other official installations and areas;

**"Venue Regulations"** means the regulations covering admission to each Venue hosting a Match, including as the same may be amended, supplemented or replaced from time to time, copies of which are prominently displayed at each Venue; and

**"Website"** means the website located at [tickets.cricketworldcup.com](https://tickets.cricketworldcup.com)

## **General**

2. These Conditions govern all Tickets issued for the Tournament and the subsequent admission to any Venue to attend any Match. All Tickets are issued by or on behalf of the Host. Each Ticket is and shall remain at all times the property of IBC.
3. These Conditions will be printed in abbreviated form on each Ticket. In the case of any conflict or ambiguity between these Conditions and the abbreviated form printed on a Ticket, these Conditions shall prevail.

## **Venue Regulations**

4. These Conditions incorporate the Venue Regulations by reference. The Ticket Holder, in agreeing to these Conditions, also agrees to comply with and be bound by the applicable Venue Regulations. If a Ticket Holder fails to comply with the applicable Venue Regulations, they may be refused entry to or evicted from the Venue. In the case of any conflict or ambiguity between any term(s) of these Conditions and any term(s) of any of the Venue Regulations, the terms of these Conditions shall prevail.

## **Ticket Refund Policy**

5. These Conditions incorporate the Ticket Refund Policy. The Ticket Holder, in agreeing to these Conditions, also agrees to comply with and be bound by the Ticket Refund Policy. There shall be no Ticket Refund Policy until such time as it is published on the Website or otherwise made available to the Ticket Purchaser. The Ticket Purchaser shall be deemed to have made any subsequent Ticket Holder expressly aware of the Ticket Refund Policy and is responsible for ensuring that any subsequent Ticket Holder complies fully with its terms.

## **Application of Conditions**

6. By their use or attempted use of a Ticket, each and every Ticket Holder shall be deemed to have been made aware of these Conditions and to have accepted and agreed to comply with and be bound by these Conditions. In addition, the Ticket Purchaser shall be deemed to have made any subsequent Ticket Holder expressly aware of these Conditions and is responsible for ensuring that any subsequent Ticket Holder complies fully with these Conditions.
7. The Ticket Holder must read these Conditions carefully and may not purchase, hold, use or attempt to use a Ticket or enter or attempt to enter a Venue if they do not understand and agree to these Conditions. For the purposes of these Conditions, making use of or using a Ticket shall include, without limitation, accepting the Ticket from any person, possessing the Ticket, presenting the Ticket to any Authorised Person outside a Venue, presenting the Ticket for entry to a Venue and/or utilising the Ticket in conjunction with or as part of a travel package or hospitality package.

8. In allowing the Ticket Holder entry to a Venue, IBC and the Host rely on the Ticket Holder's acceptance of and agreement to these Conditions. The Ticket and entry to a Venue are issued strictly subject to these Conditions, no matter how the Ticket is purchased, obtained or used.
9. Any Ticket offered for sale, sold, transferred, used or disposed of other than through the Official Resale Platform may be cancelled by IBC and/or the Host without notice and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from a Venue by any Authorised Person without refund or compensation, and must deliver up any and all Tickets in their possession at the request of an Authorised Person. Further, IBC and/or the Host may pursue any other legal remedies available to each of them in relation to the breach.

### **Ticket Purchase**

10. Ticket Purchasers must be aged sixteen (16) years or above. Except for the permitted transfer from the Ticket Purchaser to their Guest(s) as set out in paragraph 14 of these Conditions, Tickets may only be purchased through the Official Ticketing Agents or the Authorised Agents or through any other sale or transfer mechanism authorised in writing by or on behalf of IBC. Updated lists of the Official Ticketing Agents and the Authorised Agents can be found on the Website. No Ticket sold by any individual, organisation or other third party not named on such lists shall be valid.
11. The sale or other issuance of any Ticket is final and non-refundable except as may be outlined in the Ticket Refund Policy or as required by applicable local law. IBC and the Host reserve the right not to replace or accept any Ticket that has been lost, stolen, forgotten, damaged or forged, or any Ticket which is unreadable or incomplete.
12. IBC and the Host reserve the right to limit the number of tickets that may be purchased by any person. Limits may be set at the time of purchase and IBC and the Host reserve the right to adjust any such limits from time to time in their sole discretion. Upon purchasing tickets, the Ticket Purchaser shall be deemed to have agreed to the ticket limits advised at the time of purchase. IBC and/or the Host further reserve the right to cancel all Tickets purchased through a Ticket Purchaser's account without notice and without refund or any compensation if a Ticket Purchaser is found to be exceeding the ticket purchasing limit for any Match.
13. These Conditions incorporate the Ballot Terms. Without prejudice to paragraphs 10 to 12 (inclusive) of these Conditions, the following conditions shall apply where a person applies to purchase Tickets through the Ballot:
  - (a) entry into the Ballot does not guarantee a Ticket;
  - (b) entries to the Ballot will only be accepted during the application windows (as set out on the Website);
  - (c) there is a limit of Tickets that may be applied for per unique email address in respect of each Match, which will be specified on the Website;

- (d) persons who enter the Ballot shall be deemed to have been made aware of these Conditions and to have accepted and agreed to comply with and be bound by these Conditions;
- (e) persons who enter the Ballot must provide details of a payment card registered to them at the time of entry and, if successful in the Ballot, must purchase all Tickets that are allocated to them according to their preferences indicated when entering the Ballot and expressly agree that payment may be taken from the payment card provided in order to meet this requirement;
- (f) entrants to the Ballot will be sent an email notification within thirty (30) days of the Ballot closing informing them of the success or failure of their entry to the Ballot and, if successful, of the Tickets which they have been allocated. The Official Ticketing Agent will take payment from successful applicants within forty eight (48) hours of this email notification, using the payment card details provided. If payment is unable to be taken for whatever reason from any person, they will be contacted directly to give them the chance to make an alternative payment. The Ticket Purchaser's payment card will only be charged the actual value of their Ticket application (including the applicable delivery charges indicated in the Ballot Terms) once the Ballot is complete and if Tickets have been allocated. Persons entering the Ballot are responsible for ensuring that sufficient funds are available to pay for the full amount of their Ticket application and that their payment card does not expire before the relevant Ballot payment dates notified to them; and
- (g) decisions relating to the Ballot shall be entirely at the discretion of IBC and the Host, whose decision in all matters relating to the Ballot shall be final. IBC and the Host reserve the right to suspend, cancel or modify the Ballot at any time (and for any reason) with or without notice.

#### **Restrictions on Transfers and Resale**

14. Tickets are non-transferable except as set out in these Conditions. A Ticket Purchaser may purchase Tickets only for their own personal use and/or that of their Guest(s). Each Ticket Purchaser must retain at least one (1) Ticket for their own personal use and may only transfer any remaining Ticket(s) to their Guest(s) for their personal use (provided always that the Guest is a natural person who is known to the Ticket Purchaser personally and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket), for no greater than the Original Sale Price and not for commercial gain. Any such transfer by the Ticket Purchaser of a Ticket to a Guest must be made strictly subject to these Conditions (and the Guest's acceptance thereof) which shall be binding upon the Guest in full as if the Guest was the Ticket Purchaser, save only that the Guest shall have no right to transfer the Ticket under this Condition.

15. Notwithstanding paragraph 14 of these Conditions, it is an essential condition of the issue of each Ticket and the right of admission to a Venue that the Ticket must not be:

- (a) offered publicly (other than through the Official Resale Platform), whether for sale or as a gift or donation or any other means of transfer;
- (b) offered or transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business or otherwise for commercial gain;
- (c) offered or transferred, used or otherwise disposed of:
  - (i) in relation to any promotional or commercial purpose (including in connection with or in association with any competition, advertising, promotion, auction or as a prize in any competition, lottery or sweepstake, whether for a business or a charity or otherwise); or
  - (ii) to enhance the demand for any other good(s) or service(s);
- (d) offered or transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket;
- (e) offered or transferred, used or incorporated in connection with, in association with or otherwise as part of any flight or other mode of travel, accommodation, hospitality, meal, beverage, merchandise or any form of entertainment; and/or
- (f) otherwise bundled with any other good(s) or service(s) (including as part of any hospitality or travel package),

in each case without the prior express written authorisation of IBC.

16. Except for the permitted transfer from the Ticket Purchaser to their Guest set out in paragraph 14 of these Conditions, a Ticket Purchaser may not purchase any Ticket as agent for any other person and neither a Ticket Purchaser nor any Guest may sell, offer for sale, auction by any means (whether alone or with other items), re-sell or transfer a Ticket without the prior written approval of IBC. The benefit conferred by a Ticket is personal to the Ticket Purchaser or Guest and is not otherwise assignable or transferable, except as expressly permitted by these Conditions.

17. If requested by or on behalf of IBC, the Host and/or any Authorised Person, the Ticket Purchaser must provide details (including the names) of their Guest(s) and IBC, the Host and/or any Authorised Person may require photographic proof of the identity of the Ticket Holder as a pre-condition to the exercise by the Ticket Holder of any rights accorded by the Ticket. The Ticket Holder must, upon request by or on behalf of IBC, the Host and/or any Authorised Person, give a full explanation as to how, from whom (including full contact details) and from where their Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a satisfactory explanation, IBC, the Host and/or any Authorised Person may, in its absolute discretion in each case, cancel

the Ticket(s) immediately and the Ticket Holder may be refused admission to and/or ejected from the Venue without refund or compensation.

### **Venue Entry & Requirements**

18. Admission to a Venue will only be authorised upon presentation of a valid Ticket, in whole form and not defaced or damaged in any way. One Ticket will be required for each person entering the Venue aged two (2) years and above. Children below the age of two (2) years shall not require a Ticket provided they are seated on the lap of a Ticket Holder and do not occupy a seat. Ticket Holders under the age of sixteen (16) years must be accompanied upon admission to and subsequently within the Venue by a Ticket Holder aged eighteen (18) years or above, who shall be responsible for them and their compliance with these Conditions.
19. A valid Ticket permits the Ticket Holder admission to the Venue and to view the Match to which it relates from the seat or area specified on the Ticket. IBC reserves the right at its reasonable discretion and with reasonable notice where practicable to make alterations to the time, date and/or venue of any Match and/or to substitute the seat or area indicated on the Ticket with another position. In the event of a material alteration, the ticket holder may be entitled to a refund to be determined in accordance with the Ticket Refund Policy. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of any Match from the position provided, nor is any representation or warranty given as to the quality, content or duration of any Match. IBC and the Host do not guarantee protection from the elements or weather from any seat within a Venue and the Ticket Holder acknowledges and accepts that they are required to take appropriate care for their sun protection and hydration.
20. The Ticket will be valid until the Match has been completed or is reasonably deemed by IBC to have been completed. The Ticket may not be exchanged or used for any Match other than as indicated thereon. If any Match is cancelled or curtailed for any reason (including due to adverse weather conditions), there shall be no obligation on IBC to reschedule that Match or, except as otherwise expressly provided in the Ticket Refund Policy, to offer any refund or other compensation.

### **Prohibited and Restricted Behaviour and Items**

21. IBC, the Host and/or any Authorised Person may refuse admission to, or eject from, a Venue at any time without refund any Ticket Holder who, in the reasonable opinion of IBC, the Host and/or any Authorised Person (as applicable):
  - (a) does not produce a valid Ticket upon request;
  - (b) is in breach of any of these Conditions;
  - (c) may unreasonably obstruct the viewing of other spectators;

- (d) may be a source of danger, nuisance or annoyance or who may otherwise give rise to concerns in relation to the safety and security arrangements for a Match or who is behaving in any way that is or could reasonably be construed as provocative, discriminatory, offensive, indecent or threatening (whether to the life or safety of himself/herself or any other person(s)), including but not limited to:
  - (i) public nudity or indecency;
  - (ii) excessive noise or any interference with the conduct of a Match;
  - (iii) the wearing or other display of commercial, political or offensive signage or logos;
  - (iv) the throwing of any object that might injure or cause damage to people or property;
  - (v) the obstruction of any gangway, access-way, exit, entrance or staircase;
  - (vi) climbing roofs, walls, fences, stands, lighting masts or any other structures or constructions in a Venue or standing on seats;
  - (vii) defacing or obscuring any notice, advertisement, branding or signage;
  - (viii) smoking in any area where smoking is not permitted; and/or
  - (ix) engaging in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person (including, without limitation, any player, umpire, referee, Authorised Person or other spectator) on the basis of their race, sex, gender, sexual orientation, religion, culture, colour, descent, nationality or ethnic origin;
- (e) fails to comply with instructions from any Authorised Person, police, steward or other security officer;
- (f) is noticeably under the influence of alcohol, illicit drugs or any behaviour-modifying substance;
- (g) is suspected of committing, or having committed, or being likely to commit, a criminal offence in or about a Venue;
- (h) whilst within any Venue, enters any restricted access or prohibited area or other area where that person is not permitted, including but not limited to:
  - (i) the playing field, any dressing rooms, practice areas or other players' or officials' areas; and/or
  - (ii) any area for which accreditation is required or which is designated as an area to which members of the public are not entitled access;
- (i) damages, interferes with or tampers with any property of any third party; and/or



- (j) is in possession of any Prohibited Items, including:
- (i) any article that is offensive, dangerous, hazardous and/or illegal or that may be used or that may be expected to be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at a Venue (including, without limitation, knives, fireworks, firearms, explosives, flammable items (other than cigarette lighters or matches for personal use), compressed gas containers, maces, flares, lasers, smoke bombs, illicit drugs (other than those prescribed by a registered medical practitioner) and/or flag sticks that are rigid or protrude more than a hand's breadth below the flag);
  - (ii) alcohol, other than where permitted under the applicable Venue Regulations;
  - (iii) metal cans and glass bottles, other than where permitted under the applicable Venue Regulations;
  - (iv) unless otherwise specified in the applicable Venue Regulations (and other than those purchased or provided in a Venue), any food or non-alcoholic drink other than small amounts for personal consumption;
  - (v) animals (other than guide dogs / service animals);
  - (vi) banners, placards, leaflets, signs or other materials, items, objects or clothing displaying political, religious, offensive or race-related messages, slogans or images or promotional or commercial identification or messages in breach of paragraph 23 of these Conditions;
  - (vii) any tripods, monopods or commercial digital video camera equipment whatsoever (whether or not for personal use);
  - (viii) any camera or other type of photographic or recording device (of any nature whatsoever and whether capable of capturing still or moving pictures) other than for personal non-commercial use;
  - (ix) any other items listed as prohibited on the applicable Venue Regulations; and/or
  - (x) any other items that IBC, the Host and/or any Authorised Person determine may in their opinion be a source of danger, nuisance or annoyance or which may otherwise give rise to concerns in relation to the safety and security arrangements for a Match.

22. IBC, the Host and/or any Authorised Person reserve the right to refuse entry to any person who attempts to re-enter a Venue without having correctly scanned their Ticket upon leaving the Venue, or without having followed such other process for monitoring re-entry to the Venue as may be determined at the sole discretion of IBC, the Host and/or any Authorised Person.

23. The Ticket Holder shall not engage in any form of Ambush Marketing and shall not conduct any activity that conflicts with, infringes upon or impairs the rights of any Commercial Partner.
24. The Ticket Holder shall not be entitled to conduct, carry out or cause to be conducted or carried out:
- (a) any form of betting or gambling whatsoever within a Venue; or
  - (b) any promotions, advertising, marketing or other commercial activity in or around a Venue, unless the same has been expressly authorised in writing in advance by IBC (the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or at any time whilst within a Venue).
25. Except in each case with the prior written approval of IBC, the Ticket Holder shall not whilst in or around any Venue:
- (a) offer any good(s) or service(s) for sale, including (without limitation) newspapers, periodicals, drinks, food, souvenirs, clothes or other merchandise; or
  - (b) distribute or give away or attempt to distribute or give away any free items or any political, religious, charitable, commercial, advertising or promotional material or other documents.
26. The Ticket Holder may be searched (including a search of the Ticket Holder's bags, clothes and other possessions) by or on behalf of IBC, the Host and/or any Authorised Person prior to entry into or at any time within a Venue for the purpose of monitoring and enforcing compliance with the Conditions (including locating and removing any Prohibited Items). Should the Ticket Holder refuse to be searched in accordance with this Condition, the Ticket Holder may be refused admission to and/or ejected from the Venue without refund or compensation. Prohibited Items may be removed, confiscated and/or destroyed at the discretion of IBC, the Host and/or any Authorised Person and without obligation to return such items to the Ticket Holder or to compensate the Ticket Holder in respect thereof. Police may be informed where searches reveal Prohibited Items the possession of which IBC, the Host and/or any Authorised Person believe may constitute a criminal offence.
27. The purchase, possession and consumption of alcohol is subject to the Venue Regulations and is permitted only in authorised areas in a Venue during hours determined by Authorised Persons, who may close or restrict entry into any such bars or authorised areas at any time.
28. Should a Ticket Holder be refused entry to or ejected from a Venue pursuant to these Conditions, all further rights of entry or readmission to the Venue may be refused and IBC (or, at the direction of IBC, the Host) shall be entitled, at its discretion, to cancel any other Tickets held by the Ticket Holder for any Match and to deny entry to the Ticket Holder to any other Venue, in each case without obligation to compensate the Ticket Holder in respect thereof.

29. No Ticket Holder shall be permitted to enter, attend or remain in attendance at any Venue where that person is banned by any competent authority and/or sports governing body from attending that Venue or a particular Match (or cricket matches or sports events more generally) and/or from receiving any Ticket (or tickets generally in respect of cricket matches or sports events).
30. The Ticket Holder acknowledges that they are individually responsible for their own property brought to and into a Venue (including Prohibited Items) and that there is no storage available at a Venue for any such items.

### **Betting Prohibition**

31. The Ticket Holder shall not, whilst in a Venue:
- (a) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of any Match, including but not limited to ball-by-ball spread betting and/or the use of betting exchanges;
  - (b) use any electronic device to relay information on the progress, conduct or any other aspect of any Match for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by IBC; or
  - (c) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of any Match.

### **Media & Recordings**

32. Photographs and/or any other recordings of sound made or images taken within a Venue may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private non-commercial and non-promotional purposes only, and in any event not for commercial gain, make or use, broadcast, narrowcast, telecast, transmit, publish, disseminate, reproduce or circulate by any means (including, without limitation, utilising television, radio, satellite, the internet, any wireless service or any other current or future means of format or media), any broadcast, recording, audio, video, photograph, text, data, image, statistic, result, commentary, news report or any other information relating to any Match or the Tournament (in each case in whole or in part) or assist any other person(s) in the conduct of any of such activities.
33. Each Ticket Holder attending a Match irrevocably and unconditionally:
- (a) consents without compensation to the recording of their voice, image and likeness captured by any means (including, without limitation, audio, visual and audio-visual recordings by television cameras and photographers) whilst present at or about a Venue;

- (b) agrees to the transmission and use in perpetuity by IBC, its Commercial Partners and any licensee or assignee of IBC of their voice, image and likeness captured whilst present at or about a Venue, free of charge, by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies to the fullest extent possible;
- (c) acknowledges and agrees that IBC is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound made or images taken within a Venue (including, without limitation, any such recordings made by the Ticket Holder in breach of paragraph 32 of these Conditions), including future rights to such recordings or to any works derived from such recordings;
- (d) hereby consents, on an irrevocable, worldwide and perpetual basis, to IBC using, disclosing, reproducing, transmitting, exhibiting, communicating, renting, adapting or publishing anywhere in the world any recordings of sound made or images taken within a Venue (including, without limitation, any such recordings made by the Ticket Holder):
  - (i) in whatever form IBC thinks fit (including the making of any distortions, additions or alterations to that work or subject matter or any adaptation thereof, or to any part of that work or subject matter or of any such adaptation); and
  - (ii) without making any identification of the Ticket Holder in relation thereto; and
  - (iii) hereby unconditionally and irrevocably assigns to IBC all rights, including copyright and other intellectual property rights, in any recordings of sound made or images taken by the Ticket Holder within a Venue.

### **Waiver & Indemnity**

34. EACH TICKET HOLDER ADMITTED TO A VENUE ACKNOWLEDGES THAT THEIR PRESENCE AND/OR MOVEMENT IN AND AROUND A VENUE IS AT THEIR OWN RISK AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LOCAL LAW, NEITHER IBC NOR THE ICC NOR ANY OF THE OFFICIAL TICKETING AGENTS NOR ANY OF THE AUTHORISED AGENTS NOR THE HOST NOR ANY AUTHORISED PERSONS ARE LIABLE FOR ANY LOSS, DAMAGE AND/OR HARM, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR ANY LOSS, LOSS OF PROFIT, BUSINESS OR OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSS, SPECIAL DAMAGES OR ANY OTHER LOSS AND/OR HARM HOWSOEVER ARISING FROM ANY MATCH AND/OR THE TOURNAMENT (INCLUDING, WITHOUT LIMITATION, ARISING AS A RESULT OF THE CANCELLATION, POSTPONEMENT OR RELOCATION OF THE SAME IN EACH CASE) AND/OR OCCURRING DURING THEIR ATTENDANCE AT A VENUE AND, WITHOUT LIMITATION TO THE FOREGOING, EACH TICKET HOLDER AGREES THAT NO CLAIM, COMPLAINT OR PROCEEDING WILL BE BROUGHT IN RELATION TO THE FOREGOING.

35. EACH TICKET HOLDER SHALL INDEMNIFY AND HOLD IBC, THE ICC, THE OFFICIAL TICKETING AGENTS, THE AUTHORISED AGENTS, THE HOST AND ALL AUTHORISED PERSONS HARMLESS FROM AND AGAINST ALL LOSS, DAMAGES AND LIABILITIES, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR LOSS, LOSS OF PROFIT, BUSINESS OR OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSS, SPECIAL DAMAGES OR ANY OTHER LOSS AND/OR HARM HOWSOEVER ARISING (INCLUDING BUT NOT LIMITED TO THE COSTS OF ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF THESE CONDITIONS), SUFFERED OR INCURRED BY ANY OF THEM IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, A BREACH BY THE TICKET HOLDER OF ANY OF THESE CONDITIONS.

### **Miscellaneous**

36. These Conditions have been drafted in the English language. In the case of any conflict or ambiguity between the English version of these Conditions and any translation of them into any other language, the English version of these Conditions will prevail.

37. The Ticket Holder shall not use, alter, copy or otherwise deal with any of the symbols, trade marks, logos and/or intellectual property appearing on a Ticket.

38. IBC reserves the right to make amendments to these Conditions from time to time at IBC's sole discretion and without notice (including, without limitation, by adopting the Ticket Refund Policy and/or by amending or supplementing the applicable Venue Regulations). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available on the Website and, upon request, from IBC.

39. The Ticket Holder irrevocably and unconditionally consents to the collection, use and insertion into a database by or on behalf of IBC and/or the Host of personal information provided by the Ticket Purchaser and any other Ticket Holder in accordance with applicable law for the purposes of implementation of these Conditions, including for administration, communication, enforcement and access control purposes. IBC and/or the Host may share such personal information as may be generally and reasonably required for the proper and efficient staging of the Tournament and to give effect to any of its rights in terms of these Conditions. The Ticket Holder can access and/or correct their personal information by written request to IBC.

40. Each of the provisions set out in these Conditions shall be severally enforceable. Notwithstanding that the whole or any part of any provision(s) of these Conditions may be declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, the provision(s) in question (or part thereof, as the case may be) shall be severed to the extent necessary and the other provision(s) of these Conditions and the remainder of the provision(s) in question (as applicable) shall continue in full force and effect.

41. No failure or delay by IBC (or by any third party which has rights under these Conditions pursuant to paragraph 42 hereof) to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right. To the extent that IBC (or any third party which has rights under these Conditions pursuant to paragraph 42 hereof)

is prevented or delayed by matters beyond its reasonable control from performing any of its obligation(s) under these Conditions, IBC (or such third party, as the case may be) shall be relieved of any liability to any Ticket Holder for failure to perform or for delay in performing any such obligation(s).

42. Each of the following third parties shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce:

- (a) in the case of the Host, paragraphs 9, 11, 12, 13(g), 16, 17, 21, 22, 24(b), 25, 26, 28, 34, 35, 39, 41, 42(a) and 43 of these Conditions;
- (b) in the case of any Authorised Person, paragraphs 9, 16, 17, 21, 22, 26, 27, 34, 35, 41, 42(b) and 43 of these Conditions;
- (c) in the case of the ICC, paragraphs 34, 35, and 42(c) and 43 of these Conditions;
- (d) in the case of each of the Official Ticketing Agents, paragraphs 34, 35, 41, 42(d) and 43 of these Conditions;
- (e) in the case of each of the Authorised Agents, paragraphs 34, 35, 41, 42(e) and 43 of these Conditions; and
- (f) in the case of any Commercial Partner, paragraphs 33(b), 41, 42(f) and 43 of these Conditions.

43. These Conditions and any dispute or claim arising out of or in connection with these Conditions (including, without limitation, any dispute or claim relating to non-contractual obligations) shall be governed by and interpreted in accordance with English law and any dispute (including, without limitation, any non-contractual dispute or claim) arising from or in connection with these Conditions or a Ticket Holder's attendance at a Match shall be submitted to the non-exclusive jurisdiction of the English courts. Notwithstanding the foregoing, IBC reserves the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with English law.

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