

## **NOEL GALLAGHER at HEATON PARK JUNE 7<sup>th</sup> 2019 Terms and Conditions (the “Conditions”)**

**“Event”** means the event for which You have purchased a Ticket to attend, being **NOEL GALLAGHER at HEATON PARK**;

**“Promoter”**, **“We”** and **“Us”** means Parklife Manchester Limited and any associated promoter(s) or organisers of the Event; and

**“Ticket”** means Your ticket to the Event, in any format (including ‘print at home’ tickets).

**“You”** or **“Your”** means you as the Ticket holder or anybody who in the Promoter’s reasonable opinion is acting with your authority or permission.

### **Introduction**

1. These Conditions incorporate, and should be read in accordance with, the terms and conditions of the authorised agent from which You purchased Your Ticket, copies of which are available from the relevant authorised Ticket agent. In the event or any inconsistency between these Conditions and the terms and conditions of the relevant authorised Ticket agent, these Conditions shall prevail.
2. All Tickets are sold subject to these Conditions. Please read the Conditions carefully prior to purchase and raise any queries prior to purchase. Purchase or possession of a Ticket constitutes acceptance of these Conditions.
3. These Conditions are subject to change from time to time without notice and in the Promoter’s sole discretion. We will notify You of amendments to these Conditions by posting them to this website.

### **Tickets**

4. It is Your responsibility to check Your Ticket as if You have made a mistake, it cannot always be rectified after purchase. Upon purchase and receipt of Your Ticket, please check it carefully and notify Us immediately if You discover a mistake.
5. You must produce a valid Ticket to gain access to the Event and must keep possession of it at all times during the Event.
6. The Promoter will not issue duplicate tickets for lost or stolen Tickets. Keep Your Ticket safe.
7. Tickets are security printed. Tickets purchased from sources other than authorised Ticket agents are at Your own risk and may be invalid. Beware of forgeries.
8. A Ticket may be invalidated if any part of it is removed, altered, torn or defaced.
9. Tickets are personal revocable licences and shall at all times remain the Promoter’s property and subject to these Conditions. Any Ticket obtained in breach of the Conditions will be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, the Event without refund, and may be subject to legal action. Void Tickets are non-refundable.

### **Age policy**

10. Under 16 year olds must be accompanied by a responsible guardian aged 18 or over (maximum of 4 under 18’s per responsible guardian). It is the responsibility of the supervisors of under 16’s to determine whether the Event is suitable for that person to attend, and the Promoter does not accept any liability or responsibility in relation to the same.

11. The Promoter operates a Challenge 21 policy, so if You are lucky enough to look 21 or younger, please make sure that You bring an acceptable form of identification. Accepted forms of I.D. are:
  - a. An in-date photographic driver's license or provisional licence;
  - b. A valid passport (not a photocopy). Out of date passports will NOT be accepted;
  - c. A Proof of Age Standards Scheme Card (showing the PASS hologram);
  - d. An in-date citizen card.
12. If You are found to be using identification that is not Your own or that is fake, both Your identification and Your Ticket will be confiscated and no refunds will be given. This may also result in prosecution for both the owner of the identification and the person fraudulently attempting to use it.
13. On the spot checks will be in operation across the Event at all times. Please ensure You keep Your identification on You at all times until You have been verified by a member of the Challenge 21 team.

### **Entry, refunds and cancellations**

14. By entering the Event You give Your express consent to being photographed/filmed or sound recorded as part of the audience, and to Your name, voice and/or likeness being included within any film, photograph, audio or audiovisual recording of the Event to be exploited in any and all media for any purpose at any time throughout the world. This may include filming by the police or security staff for the security of attendees at the Event or the prevention of crime.
15. There shall be no pass-outs and no re-entry once You have entered the Event.
16. Tickets cannot be exchanged or refunded unless the Event is cancelled, re-scheduled or there is a material change to the Event. A 'material' change is a change which, in the Promoter's reasonable opinion, makes the Event materially different to the Event that purchasers of a Ticket, taken generally, could reasonably expect. A change to the artists performing at the Event or to line up times shall not be a material change.
17. It is Your responsibility to ascertain whether the Event has been cancelled or re-scheduled and the date and time of the re-scheduled Event. Where the Event is cancelled or re-scheduled, the Promoter will use its reasonable endeavours to notify You using the details You provided at the time of ordering. The Promoter does not guarantee that You will be informed of such cancellation before the date of the Event. It is also Your responsibility to inform the point of sale from where You bought the Ticket of any change to the contact address, telephone number or email address You provided at the time of purchase.
18. Where the Event is cancelled, rescheduled and You cannot or do not wish to attend the rescheduled Event or where there is a material change to the programme of the Event, You will be entitled to a refund in accordance with Condition 20.
19. "Force Majeure" means any cause beyond the Promoter's control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. Subject to the provisions of Condition 18, the Promoter will not be liable to You for failure to perform any obligation under the Conditions to the extent that the failure is caused by Force Majeure.
20. The amount of any such refund shall be the face value of the Ticket purchased (except where the Event takes place over several days and not all days are cancelled, in which case only a partial refund will apply, corresponding to the day(s) cancelled). Personal

arrangements including, but not limited to, travel, subsistence and accommodation relating to the Event which have been arranged by You are at Your own risk and the Promoter shall not be liable for any loss of enjoyment, losses incurred from personal arrangements or wasted expenditure beyond the Ticket refund stated above.

21. If Condition 18~~19~~ applies, You must claim Your refund: (a) within 3 months of the cancelled or rescheduled Event, unless advised otherwise; or (b) as soon as possible and in good time before the materially changed Event takes place.
22. 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.

### **Restrictions, safety and housekeeping**

23. Tickets cannot be used as part of any marketing, media or sales promotion or competition, whether commercial or non-commercial, or be combined with any hospitality, travel, accommodation service to create a Ticket package without the prior written consent of the Promoter.
24. Strictly no trading is allowed at the Event without the Promoter's prior written consent.
25. You shall not bring into the Venue or display or distribute at the Event any sponsorship, promotional or marketing materials without the Promoter's prior written consent.
26. The use of equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material within the Venue is strictly forbidden. You shall not bring any such equipment to the Venue or to the Event. Any such material may be confiscated and/or destroyed by the Promoter. Any recording made of the Event in breach of the Conditions shall belong to the Promoter and You agree to assign any and all rights in any such recordings to the Promoter.
27. **Warning** - Prolonged exposure to amplified sound may cause permanent hearing damage.
28. **Warning** - Strobe lighting and smoke effects may be used at the Event.
29. The Promoter reserves the right to implement any restrictions/conditions deemed necessary before and during the Event to ensure the safe management of the Event. You must at all times comply with any and all instructions given to You by Event staff and stewards.
30. The Promoter reserves the right to conduct security searches and confiscate / refuse entry of: (a) any item which in the opinion of the Promoter may be used as a weapon, or is deemed by the Promoter to be dangerous or inappropriate or which may cause disruption to other persons at the Event; and (b) any of the following items which are not permitted at the Event as follows:
  - No Alcohol or liquids of any kind
  - No drugs or illegal substances including 'legal highs'
  - No knives or weapons
  - No aerosols, sprays or pressurised containers permitted
  - No Glass
  - No Umbrellas
  - No food
  - No perfumes or aftershaves
  - No dogs
  - No flares or fireworks
  - No bikes
  - No re-entry

- No rucksacks or large bags (small bags (that are not rucksacks) are allowed into the festival with the dimensions W21cm x H30cm x D8cm (A4 Size))
  - No Man-Bags
  - No Selfie-Sticks
  - No tents or camping equipment – this is a no camping event
31. Notwithstanding anything else contained in these Conditions, the Promoter shall not be liable for any loss, theft or damage to confiscated items. Any personal property brought to the Event is at Your own risk.
  32. The Promoter shall be entitled to refuse You entry or evict You from the Event in reasonable circumstances including without limitation: (a) for health and safety or licencing reasons; (b) for resisting confiscation of disallowed items or refusing to comply with security searches; (c) for being in breach of these Conditions; (d) for behaving in a manner which is likely to affect the safety or enjoyment of other persons at the Event, including using or displaying threatening, abusive or insulting words or mannerisms or behaving in a manner which may provoke a breach of the peace; (e) if, in the Promoter's reasonable opinion, You appear to be acting under the influence of alcohol or drugs; (f) if You fail, when required, to produce proof of identity or age; or (g) if Your Ticket is void. No refunds will be given to You if You are refused entry or ejected due to Your own behaviour and your Ticket will be confiscated.
  33. You must obey the laws of the land. Drugs are no more legal at a festival than in the outside world. Drug dealing and consumption will not be tolerated. The Promoter has zero tolerance for legal highs.
  34. The Event is held outdoors in a public park, so please be aware of ground conditions. You are strongly advised to bring appropriate footwear and clothing, including warm clothing for the night period.
  35. Drivers enter Event car parks at their own risk. Uneven surfaces are likely. No unauthorised buses, campervans or coaches will be allowed on site.
  36. You must not leave any bags or other items of personal property unattended at the Event. Any personal possessions or other items which are found at the Event shall be retained by the Promoter for a period of 30 days following their discovery. During this period You may collect any item which belongs to You from a location specified by the Promoter upon reasonable proof of identification and ownership. If, upon the expiry of 30 days from the date of its discovery, any item has not been collected by You, the Promoter reserves the right to dispose of any such items as it sees fit without any further liability to You (notwithstanding anything else in the Conditions). Where possible, any uncollected items will be donated to charity.

### **Accessibility**

37. Disabled facilities are available. Please contact Us in advance of the Event at [access@parklife.uk.com](mailto:access@parklife.uk.com) if You have any specific access requirements, otherwise it may not be possible to meet

### **Liability**

38. Subject to Condition 39, the Promoter will not be liable for any loss, injury or damage to any person (including You) or property however caused: (a) in any circumstances where there is no breach of a legal duty of care owed by the Promoter, (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury as a result of a breach of a legal duty of care owed by the Promoter); or (c) to the extent that any loss or damage results from breach by You of any of the Conditions.

39. Nothing in these Conditions shall exclude any liability of the Promoter for death or personal injury caused by negligence, or for any other type of liability that cannot by law be excluded or limited.

### General

40. Except to the extent that the Promoter is required or permitted by law to do otherwise, personal information provided by You to the Promoter will only be used in accordance with the Data Protection Act 1998 and any consents given by You in relation to Your personal information.
41. The Promoter shall be entitled to assign all and any of its rights and obligations under the Conditions without notice to You, provided that You are not adversely affected by the same.
42. If it is found by a court that any of the Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.
43. Any delay of the Promoter in enforcing any of the Conditions shall not constitute a waiver of its rights to do so.
44. You and the Promoter both agree that it has not entered into the Conditions in reliance of, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity by any person other than as expressly set out in the Conditions. Nothing in this clause shall operate to limit or exclude any liability for fraud.
45. If any dispute arises out of the Conditions, the Promoter will attempt to settle it. To this end the Promoter shall use its reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties. Although this does not restrict Your rights to pursue court proceedings, if the Promoter is unable to settle any dispute by negotiation within 21 days, the parties may attempt to settle it by mediation. To initiate a mediation a party must give written notice to the other parties to the dispute requesting a mediation. The mediation shall be conducted in accordance with the STAR Code of Practice and Dispute Resolution Procedure current at the date of referral which sets out the procedure to be adopted, the process of selection of the mediator and the costs involved, and which terms are deemed incorporated into these Conditions. STAR can be contacted at: PO Box 708, St Leonard's Place, York, YO1 0GT, telephone: 01904 234737; email: [info@star.org.uk](mailto:info@star.org.uk) web: [www.star.org.uk](http://www.star.org.uk) within 21 days. This does not restrict Your rights to pursue court proceedings.
46. The Conditions shall be governed by the laws of England and Wales and parties agree to submit to the exclusive jurisdiction of the English courts.

### OTHER IMPORTANT INFORMATION

~~A. Locker facilities are available.~~

~~AB.~~ There are plenty of outlets on site selling food and drink.

~~BC.~~ Official merchandise will be on sale on site.

~~CD.~~ Please do not buy from unlawful street traders.

~~DE.~~ Please respect the residents of the areas surrounding Heaton Park and enter and leave as quietly as possible.

~~EF.~~ Please keep the park tidy, use litter bins provided.

~~FG.~~ No smoking is permitted in enclosed public areas.