



FESTIVAL TERMS & CONDITIONS

"Festival Conditions" means the additional rules for camping ticket holders to be posted on the website www.tinthePark.com/rules. It is your responsibility to check these rules prior to attending the Event.

"Event" means T in the Park Festival.

"Management" means DF Concerts Limited, company registration number SC333566.

"Promoter" means the person or company staging the Event if different from the Management.

"Terms and Conditions" means these terms and conditions.

"Venue" means Balado, Kinross-Shire, Scotland.

"Ticket" means any ticket for You to attend an Event.

"You" means you as the holder of the Ticket and **"Your"** shall be read accordingly.

1. These Terms and Conditions and, where applicable, the Festival Conditions (which are hereby incorporated by reference), incorporate, and should be read in accordance with, any Promoter and/or authorised ticket agent terms and conditions, copies of which are available upon request from the Promoter and/or authorised ticket agent. In the event of any inconsistency between these Terms and Conditions, and the terms and conditions of the Promoter and/or authorised ticket agent, these Terms and Conditions shall prevail.
2. All Tickets are sold subject to these Terms and Conditions and all other rules and regulations referred to herein or that may be applicable to the Event or Venue at any time. Please read these Terms and Conditions carefully prior to purchase and raise any queries with the Management prior to purchase. Purchase or possession of any Ticket constitutes acceptance of these Terms and Conditions.
3. Only customers holding a valid Ticket will be admitted to an Event. You must retain Your Ticket on Your person at all times during the Event. The Event may have age restrictions or other ticket requirements. Please refer to the restrictions advertised at the time of booking your Ticket. It is Your responsibility to check that You and Your guests are permitted to attend the event and have the appropriate Ticket(s).
4. 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.
5. Your Ticket or wristband may be invalidated if any part of it is removed, altered or defaced.
6. The Management will not be responsible for any Ticket or wristband that is lost, stolen or destroyed. It is not always possible to issue duplicate Tickets or wristbands. If duplicates are issued, a reasonable administration fee may be charged.
7. Ticket discounts (if any) are subject to limited availability. Unless otherwise stated, only one discount per Ticket shall apply. Proof of identity and concession entitlement (for example proof of age, employment or student status), if relevant, may be requested.
8. You only have the right to entry to the Event or a seat at the Event of the nature specified on the Ticket. If there is camping at the event you must possess a valid camping ticket to enter a campsite or a valid campervan ticket to enter a campervan site.
9. Please contact the point of purchase in advance of the Event if You have any specific access requirements.
10. 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, trade marks, logos and/or intellectual property appearing on the Ticket or otherwise featured in the Event.
11. Tickets are sold at the price set at the time that the ticket agent accepts Your order. The price includes taxes but excludes any booking, collection and/or delivery fees which are payable in addition to the price of the ticket.
12. Tickets will be delivered to the billing address of the debit/credit card holder unless otherwise agreed. If You have not received Your Tickets up to 72 hours prior to the Event, please contact the point of purchase. Your booking may be cancelled and a refund of the Ticket price provided if Your Tickets are sent by post and returned "addressee unknown". Tickets may be made available for collection at the Venue (subject to provision of the acknowledgement of order and debit/credit card used to place the order) without further charge.
13. Tickets are sold subject to the Promoter's and the Management's right to alter or vary the published Event programme where reasonably necessary. Artists and billed attractions are subject to change.
14. It is Your responsibility to ascertain whether an Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event. Where an Event is cancelled or re-scheduled, the Management will use its reasonable endeavours to notify You using the details You provided at the time of booking. The Management does not guarantee that You will be informed of such cancellation before the date of the Event. It is 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 booking.
15. Tickets cannot be exchanged or refunded unless the event is cancelled, rescheduled or where there is a material change to the Event. A 'material' change is a change which, in the Management's reasonable opinion, makes the Event materially different to the Event that any purchaser of a Ticket could reasonably expect. A change to the artists performing at the Event shall not be a material change.
16. Where an Event is cancelled, rescheduled or where there is a material change to the Event, You will be entitled to claim a refund in accordance with this clause and clause 15. The refund for Tickets equals the face value of the Tickets purchased plus the relevant per Ticket booking fee but excludes any transaction fees. Personal arrangements including travel, subsistence and accommodation relating to the Event which have been arranged by You are at Your own risk and the Management or Promoter shall not be liable for any loss of enjoyment or wasted expenditure beyond the Ticket price and relevant booking fee (excluding any transaction fees).
17. In order to claim Your refund, where an Event is cancelled, please apply in writing to the point of sale from where you bought the Ticket, enclosing Your complete unused Tickets within 3 months from the date of the Event. Where there is a material change to the Event, You must bring this to your point of sale's attention as soon as possible upon becoming aware of such change in good time before the Event. Where an Event is rescheduled You must apply in writing to your point of sale, enclosing Your complete unused Tickets in good time before the date of the rescheduled Event. The Management and/or the point of sale will not make any refund if Tickets and/or the relevant notification are not received by the point of sale within the above timeframes. Refunds will only be made to the person who purchased the Tickets.
18. Tickets are personal revocable licences and shall (together with any wristbands) at all times remain the property of the Management and subject to these Terms and Conditions. If a Ticket is re-sold, transferred or advertised for profit or commercial gain by anyone other than the Management, Promoter, or an authorised sub-agent, it will be void and You will be refused entry to, or ejected from, the Venue without refund. You may not re-sell or transfer a Ticket if You are doing so in the course of business. You are deemed to be selling or transferring in the course of business if the Management reasonably believes that You are doing so. The Management may reasonably consider that a Ticket is being resold in the course of business including without limitation: if You frequently advertise or offer tickets for resale; or where

the Management reasonably considers that a Ticket offered for resale has originally been purchased with the specific intention of offering it for resale for profit and with no intention of You attending the Event. If You offer a Ticket for sale for profit on an authorised Ticket exchange before the Event the Management may consider it to be a business transaction by taking other factors into consideration, including, without limitation: the number of tickets being sold by You; any evidence that You or the person You bought the Ticket for cannot attend the Event for genuine reasons; and whether any third party business not authorised by the Management will benefit financially from the resale of the Ticket. Re-selling a Ticket for profit means any re-sale that seeks a price higher than the face value of the Ticket and the relevant booking and/or handling fee that You paid for the Ticket.

19. Tickets must not be used as part of any marketing, media or sales promotion, whether commercial or otherwise, without the prior written approval of Management and the Promoter.
20. Tickets obtained in breach of these Terms and Conditions shall be null and void and the Management may refuse admission to or eject You from the Venue. 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.
21. The Management reserves the right to refuse You entry to and/or eject You from the Event and/or Venue in reasonable circumstances including without limitation 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 you are found in possession of any prohibited item or substance; if, in the Management'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 Management's security searches; if You breach these Terms; or if Your Ticket is void.
22. Tickets may be restricted to a maximum number per person. Any such restriction will be notified to You at the time of purchase. Tickets purchased in excess of this limit may be cancelled by the Management without prior notice, unless Your purchase of an excess was due to Management's error.
23. If before or during the Event You have a complaint in relation to the Event (including without limitation in relation to Your ability to view the Event), please contact Us or a steward promptly since complaints are very difficult to deal with after the Event.
24. **Warning** – Prolonged exposure to loud noise may cause damage to Your hearing.
25. Where the Event is outdoors, You are strongly advised to bring appropriate clothing and footwear to protect against potential inclement weather.
26. The unauthorised use of equipment for photographing, recording or transmitting (by digital or other means) any audio, visual or audiovisual material within the Venue is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed by the Management. Any recording made of an Event in breach of these conditions shall belong to the Promoter and You agree to assign any and all rights in the recording to the Promoter.
27. By attending an Event, You give Your express consent to Your actual or simulated likeness to be included within any film, photograph, audio and/or audiovisual recording to be exploited in any and all media for any purpose at any time throughout the world. This includes filming by the police or security staff which may be carried out for the security of customers.
28. Mobile telephones and messaging equipment must be silenced or switched off during performances at the Event.
29. The Management reserves the right to conduct security searches and confiscate any item which in the opinion of the Management may cause danger or disruption to other persons at the Event or is one of the items not permitted in the Venue as listed in these Terms and Conditions or on the lists at www.tinthe.com/rules. Subject to the Festival Conditions, the following types of items may not be brought into the Venue: pushchairs or buggies (except at designated children's events); laser pens; fireworks or flame and/or smoke devices; animals (except special assistance dogs); Your own food and drink; bottles, cans or glass containers; any item which the Management considers could be used as a weapon (including sharp or pointed objects such as knives); illegal substances and other intoxicating substances whether legal or not. Please refer to www.tinthe.com/rules for an up to date list of prohibited items. It is your responsibility to check this prior to attending the Event and ensure you comply. The Management shall be entitled to confiscate any merchandise purchased outside the Venue. Alcohol may only be consumed in public bars and other authorised areas. Smoking in enclosed public spaces or buildings within the Venue is strictly prohibited. The Management reserves the right to eject any person found smoking in prohibited areas within the Venue, without refund.
30. The Management may prosecute You if You cause damage to the Venue, the Venue infrastructure or cause harm to any other person at the Event and/or Venue.
31. Official merchandise is usually only available inside the Venue. The Management does not accept any responsibility for the sale of merchandise (official or otherwise) in or outside the Venue. You should direct any queries relating to merchandise to the Promoter. Strictly no trading is allowed within the Venue without the Management's consent.
32. You may only leave and then re-enter the Venue at the discretion of the Management. Otherwise there shall be no re-admissions or pass-outs of any kind.
33. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to stands or seats or areas for which You do not hold a Ticket is strictly forbidden.
34. The Management reserves the right to allow audience members to stand in seated areas of auditoria (if applicable).
35. You must comply with any and all instructions given to You by the Management and/or all Venue stewards and staff and with all Venue regulations. The Management reserves the right to restrict access to parts of the Venue.
36. You shall not bring into the Venue or display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing materials.
37. Please ensure that You do not leave any bags or other items of personal property unattended in the Venue. Any personal possessions or other items (including without limitation clothing, wallets and mobile telephones), which are found in the Venue, shall be dealt with by the police and you should contact them to reclaim any lost items that come into their possession.
38. Except to the extent that the Management is required or permitted by law, personal information provided by You to the Management will be used for all purposes reasonably connected with the operations of the Venue including (but not limited to): providing You with details of forthcoming events, offers and services; providing You with updates as to the latest concessions or any changes thereto and information concerning competitions and other promotional activity; supplying You with the goods that You request; conducting market research and establishing customer profiles; and transferring or disclosing the information provided to the Management's professional advisors and such other parties as it considers necessary in the administration of its business. The Management will not use or disclose Your personal information other than as set out in these Terms and Conditions without Your prior consent. By purchasing a Ticket or Tickets You consent to the use of Your personal information in this way. If You have any queries about this, please write to the Management.
39. You agree that the Management, its servants or agents will not be liable for any loss, injury or damage to any person (including Yourself) or property however caused (including by the Management or its servants or agents): (a) in any circumstances where there is no breach of a legal duty of care owed by the Management or any of its servants or agents; (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from the Management's, its servants' or agents' negligence); or (c) to the extent that any increase in any loss or damage results from breach by You of any of these Terms and Conditions.
40. For the purposes of these Terms and Conditions, "**Force Majeure**" means any cause beyond Management's control including, without limitation, 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, weather, third party injunction, national defence requirements, acts or

regulations of national or local governments. The Management 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.

41. To the fullest extent permissible in law, the Management 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.
42. 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.
43. If the Management delays or fails to enforce any of these Terms and Conditions it shall not mean that the Management has waived its right to do so.
44. Any person, other than the Management or Promoter, who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.
45. Nothing in these Terms and Conditions and no action taken by You or the Management under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between You and the Management.
46. These Terms and Conditions constitute the entire agreement between the parties in connection to the subject matter of these Terms and Conditions and supersede any previous terms and conditions, agreement or arrangement between You and the Management relating to the subject matter of these Terms and Conditions. However, nothing in these Terms and Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation. These Terms and Conditions cannot be varied or amended in any respect (unless agreed between You and the Management in writing).
47. These Terms and Conditions shall be governed by the laws of Scotland and parties agree to submit to the exclusive jurisdiction of the Scottish courts.