

British Athletics - Ticket Terms & Conditions

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE MAKING ANY PURCHASE FOR TICKETS TO THE EVENT, AND MAKE SURE THAT YOU (AND YOUR PARTY) UNDERSTAND THEM. BY ORDERING TICKETS TO THE EVENT YOU WILL BE TAKEN TO HAVE UNDERSTOOD AND ACCEPTED THESE TERMS & CONDITIONS, WHICH WILL CONSTITUTE THE LEGALLY BINDING AGREEMENT BETWEEN YOU AND BRITISH ATHLETICS FOLLOWING CONFIRMATION OF YOUR ORDER.

These Conditions govern all Tickets issued for British Athletics Events and the admission to the Venue to attend any Session. All capitalised terms used in these Conditions shall have the meanings given to them in paragraph 51 of these Conditions. All Tickets are issued by or on behalf of British Athletics. Any person who purchases or possesses a Ticket, or uses or attempts to use any Ticket, shall be deemed to have accepted and agreed to comply with these Conditions.

Ticket Purchase and Delivery

1. Tickets may only be purchased from British Athletics (via the Official Ticketing Agent) or from the Authorised Agents or through any other sale or transfer mechanism authorised in writing by British Athletics. Tickets purchased or obtained from any other source shall be void and may be seized or cancelled without refund or compensation.
2. British Athletics reserves the right to limit, at the time of purchase, the maximum number of Tickets that any person may purchase for an event. Tickets may be limited to a maximum number per person, per payment card and/or per household. British Athletics reserves the right to cancel without prior notice and without refund any Tickets purchased in excess of this number, unless the purchase of such excess was due to our error.
3. Tickets may not be purchased by any person under the age of 16 years. The nominated payment card or the registered bank account used to purchase Tickets must be registered in the name and address of the Ticket Purchaser. British Athletics reserves the right to refuse any application for Tickets from any person who fails to comply with this condition or to cancel without prior notice and without refund any Tickets purchased in breach of this condition.
4. Once payment in full has been received by British Athletics or by the relevant Authorised Agent, confirmation of the sale and the Ticket Purchaser's booking reference number will be notified to the Ticket Purchaser by email, telephone or in writing.
5. The sale or other issuance of any Ticket is final and non-refundable except as outlined in paragraphs 30-37 of these Conditions or as required by English law. British Athletics reserves the right not to replace or accept any Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, or any Ticket which is unreadable, illegible or incomplete.
6. British Athletics reserves the right to issue Tickets in hard copy or as electronic tickets.
7. Hard copy Tickets will be delivered by secure carrier to the billing address of the Ticket Purchaser and not to any other address unless we specifically allow for them to be sent to an alternative address. Post office boxes (or similar) are not acceptable addresses for the delivery of hard copy Tickets. Electronic tickets will be issued via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application.
8. If any Tickets have not been received five days before the relevant Event, the Ticket Purchaser should contact the relevant customer service centre (details of which will be given to the Ticket Purchaser at the time of the confirmation of sale) quoting the booking reference number given to the Ticket Purchaser at the time of the confirmation of sale.

9. If, in the opinion of British Athletics, there is not enough time to deliver hard copy Tickets to the Ticket Purchaser before the relevant Event, Tickets will be issued as electronic tickets or (at the choice of British Athletics) made available for collection by the Ticket Purchaser from the Venue on the day of the Event and the Ticket Purchaser will be advised at the time of purchase of the arrangements for the collection of the Tickets. The Ticket Purchaser must collect the Tickets in person and will be required to produce the relevant booking reference number, the payment card used to purchase the Tickets and photographic proof of identity. If the Ticket Purchaser does not show the required documents/identification, British Athletics may refuse to make the Tickets available to the Ticket Purchaser and will not be responsible for the Ticket Purchaser's inability to enter the relevant Session.
10. It is the Ticket Purchaser's responsibility to check his/her Tickets; mistakes cannot always be rectified. Tickets should be checked on receipt and the Ticket Purchaser should contact the relevant customer service centre as soon as possible if there is a mistake. Whilst British Athletics tries to ensure that pricing and ticketing information provided to Ticket Purchasers is correct at all times, errors may occasionally occur. If British Athletics discovers an error in the price or nature of a Ticket, British Athletics will inform the relevant Ticket Purchaser as soon as reasonably practicable, and give the Ticket Purchaser the option of reconfirming his or her order at the correct price/specification or cancelling it. If British Athletics is unable to contact the Ticket Purchaser, it will unfortunately have to treat the order as cancelled. If the order is cancelled in such circumstances, British Athletics will provide the Ticket Purchaser with a full refund.

Ticket Use & Prohibitions on Transfers

11. Save as set out in paragraphs 12 and 13 below, Tickets are STRICTLY NON-TRANSFERABLE and MUST NOT BE SOLD OR OFFERED, EXPOSED OR MADE AVAILABLE FOR SALE, ASSIGNED, LOANED, TRANSFERRED OR OTHERWISE DISPOSED. British Athletics reserves the right to cancel without refund any Tickets which it reasonably believes have been or are intended to be resold, offered, exposed or made available for sale, assigned, loaned, transferred or otherwise disposed in breach of these Conditions. The reference to the Ticket not being made available for sale includes (without limitation) offering to sell a Ticket (including on or via any online auction site), making a Ticket available for sale by another person or advertising that a Ticket is available for purchase.
12. If more than one Ticket is issued to a Ticket Purchaser, the Ticket Purchaser must retain one Ticket for his/her personal use. Any remaining Tickets may only be used by persons who are 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) who accompany the Ticket Purchaser to the Event and subject to the following conditions:
 - a) any such Tickets must not be offered publicly (including on any website, social media platform or other public forum) whether for sale, as a gift or donation or any other means of transfer and the sale, transfer or disposal of any such Tickets by the Ticket Purchaser to such recipients of the Ticket Purchaser's Tickets must not be for a payment or benefit in excess of the Original Sale Price of the Ticket;
 - b) the Ticket Purchaser must bring these Conditions and any applicable Venue Regulations to the attention of such recipients of the Ticket Purchaser's Tickets and the sale, transfer or disposal of any such Tickets by the Ticket Purchaser must be made strictly subject to these Conditions and any applicable Venue Regulations;
 - c) the Ticket Purchaser must provide the name and address of each Ticket Holder accompanying the Ticket Purchaser when asked to do so by an Authorised Person;

- d) these Conditions and any applicable Venue Regulations shall be binding upon such recipients of the Ticket Purchaser's Tickets in full, save that such persons shall not have any right to sell, transfer or dispose of their Ticket to any other person and only the original Ticket Purchaser shall have the right to a refund from British Athletics in respect of such Tickets under paragraphs 30-37 of these Conditions; and
 - e) the Ticket Purchaser shall ensure that such recipients of his/her Tickets comply with these Conditions and any applicable Venue Regulations and British Athletics reserves the right to cancel the Ticket Purchaser's own Ticket and refuse the Ticket Purchaser admission to and/or eject the Ticket Purchaser from the Venue without refund or compensation in the event of a breach of these Conditions and/or any applicable Venue Regulations by any such recipients of the Ticket Purchaser's Tickets. In the event that any recipient of a Ticket Purchaser's Tickets breaches any of these Conditions and/or any applicable Venue Regulations, the Ticket Purchaser and that recipient shall be held jointly and severally liable for such breach.
13. Tickets can only be resold via the Official Resale Agent, Twickets.
14. Notwithstanding paragraphs 12 and 13 above, it is an essential condition of the issuance of each and every Ticket and the right of admission to a Venue that, the Ticket must not be:
- a) transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business; and/or
 - b) transferred, used or otherwise disposed of:
 - i. in relation to any promotional or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise); or
 - ii. to enhance the demand for any other goods or services; and/or
 - c) transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or
 - d) transferred, used, combined with or incorporated as part of any hospitality, accommodation or travel package or service; and/or
 - e) combined with any other good(s) or service(s) (including as part of any hospitality, accommodation or travel package or service),
- in each case without the prior written approval of British Athletics.
15. In the event that British Athletics, the Official Ticket Agent, or any Authorised Person reasonably suspects that a Ticket Holder has obtained their Ticket(s) from an unauthorised source or in breach of these Conditions, the Ticket Holder shall, upon request by British Athletics, the Official Ticket Agent, or any Authorised Person, give a full explanation as to how and from whom (including full contact details) his/her Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a reasonably satisfactory explanation, British Athletics may cancel the Ticket(s) and refuse the Ticket Holder admission to and/or eject the Ticket Holder from the Venue without refund or compensation.
16. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of paragraphs 11, 12, 13 or 14 of these Conditions may be cancelled by British Athletics and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from the Venue without refund or compensation and may also be liable to legal and/or disciplinary action.

Venue Entry & Requirements

17. These Conditions are subject to any additional security, public order and safety conditions of admission to the Venue that may be issued by British Athletics or the relevant Venue owner from time to time (the 'Venue Regulations'). British Athletics shall notify Ticket Purchasers of any such Venue Regulations via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application and

made available via www.britishathletics.org.uk. If a Ticket Holder fails to comply with the applicable Venue Regulations, he/she may be refused admission to the Venue or evicted from the Venue without refund or compensation. In the case of any conflict or ambiguity between these Conditions and the Venue Regulations, these Conditions will prevail unless otherwise expressly stated in the Venue Regulations. Notwithstanding the foregoing, British Athletics and/or the relevant Venue owner reserve the right without prior notice to revoke or vary any of the Venue Regulations with immediate effect if this is considered necessary on public safety grounds. Any such revocation or variation of the Venue Regulations will be displayed as soon as practicable at the Venue and, if appropriate, other sites.

18. Admission to a Venue will only be authorised upon presentation of a valid Ticket and (if required by British Athletics, and/or any Authorised Person) photographic proof of identity and proof of age. One Ticket will be required for each person, regardless of age (excluding babies under 2 years old). A valid Ticket permits the Ticket Holder to view the relevant Event from the seat indicated on that Ticket or such other alternative seat as British Athletics may allocate acting reasonably. Nothing in these Conditions shall constitute or imply any entitlement to occupy the seat indicated on a Ticket at any other event. Ticket Holders are advised to arrive at the Venue and take their seats at least 45 minutes before the advertised start time of the Session. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of the Session from the seat provided, nor is any representation or warranty given as to the quality, content or duration of the Session. Any Ticket Holder leaving a Venue will not be re-admitted and no pass-outs will be permitted. If a Ticket Holder is not 16 years or over, his/her parent(s) and/or guardians are also responsible for his/her actions, conduct and compliance with these Conditions.
19. For the purposes of safety, security and/or checking compliance with these Conditions, each Ticket Holder shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including by producing a valid Ticket and photographic proof of identity and proof of age). A Ticket Holder may be required to submit to a body and possessions search and screen process for the purposes of identifying any Illegal or Prohibited Item or Restricted Item on their person, and any refusal by the Ticket Holder may result in refusal of admission to the Venue or eviction from the Venue without refund or compensation. Any identified Illegal Items shall be handed over to the Police. Any identified Prohibited or Restricted Items which are surrendered by a Ticket Holder as a condition of entry to the Venue shall be deemed to be surrendered irrevocably and voluntarily and will be unable to be reclaimed by the Ticket Holder and shall be disposed of by British Athletics without liability.
20. British Athletics, and/or any Authorised Person may refuse admission to the Venue or eject from the Venue without refund or compensation any Ticket Holder who:
 - a) is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or is behaving, or considered by any Authorised Person likely to behave, violently, harmfully or in a manner contrary to public order and/or safety;
 - b) brings or attempts to bring into a Venue, possesses or uses within a Venue or in the vicinity thereof any Illegal or Prohibited Item including, without limitation:
 - i. firearms and ammunition (including component parts) or replica or imitation firearms or ammunition; all types of knives and bladed items; offensive weapons or implements, such as extendable batons, or any items modified into weapons or replica or imitation weapons; controlled drugs; explosives, fireworks, flares, smoke canisters or replica explosive devices; personal protection sprays, laser pointers & strobe lights; glass bottles and glass receptacles (medication bottles for personal use excluded); hazardous and/or toxic materials; cans or any other item that an Authorised Person considers dangerous, hazardous and/or illegal or that may be used

- as a weapon or a missile or that may compromise or otherwise interfere with the safety of (or pose a hazard to) any person or security at the Venue;
- ii. phone jammers, radio scanners and walkie-talkies; personal/private wireless and 3G or 4G access points/hubs (smart devices are permitted but must not be used as wireless access points to connect multiple devices);
 - iii. hard cool boxes;
 - iv. compressed gas containers (otherwise than required for personal medical purposes);
 - v. protest material of any kind, including banners, clothing, signs or materials displaying political, religious, offensive or race-related messages, slogans or images;
 - vi. tents, spray paint or any other item which could be used to demonstrate within a Venue, sabotage or damage property;
 - vii. any objects bearing trademarks or other kinds of promotional signs and messages (of whatever nature) which Athletics World Cup believe may be used for promotional or ambush marketing purposes;
 - viii. any tripods or video camera equipment whatsoever (whether or not for personal use); and any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing still or moving pictures) other than for personal use;
 - ix. bicycles, roller-skates, skateboards, scooters, wheeled footwear and similar items; and
 - x. pets or animals (other than guide/service dogs);
- c) breaches or is reasonably suspected by an Authorised Person of having breached, or being likely to breach, his or her obligations under paragraphs 28 or 29;
 - d) brings or attempts to bring into a Venue, possesses or uses within a Venue any Restricted Item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue, such as, without limitation: large flags, banners and flag poles, oversized hats, large umbrellas, noisemakers such as vuvuzelas and whistles, horns, air horns, drums, rattles, and musical instruments;
 - e) brings or attempts to bring into a Venue any alcohol, food and/or non-alcoholic drinks (other than small amounts of food and non-alcoholic drinks for personal consumption);
 - f) whilst within the Venue or vicinity thereof, engages in disruptive, dangerous or violent behaviour including (without limitation): throwing, casting, thrusting or propelling any object (including, without limitation, onto the Field of Play), instigates violence, racism, xenophobia or homophobia, or behaves in a way that any reasonable person may interpret as provocative, abusive, threatening, discriminatory and/or offensive, or creates or poses any threat to the life or safety of themselves or any other person(s), or harms any other person(s) in any way, or unreasonably obstructs the viewing of other spectators;
 - g) enters or circulates in restricted access areas or other areas where that person is not permitted (including, without limitation, the Field of Play, changing rooms or other athletes' or officials' areas); or stands on seats; or persistently stands instead of sitting in the allocated seat; or climbs lighting masts, fences, roofs and other apparatus or constructions;
 - h) is reasonably suspected by an Authorised Person of having committed, or being likely to commit, a criminal offence within the Venue or the vicinity thereof; and/or
 - i) enters the Venue with an incorrect age concession Ticket;
 - j) whilst within the Venue or the vicinity thereof, fails to comply with instructions from British Athletics, and/or any Authorised Person;

- k) whilst within the Venue, damages, interferes with or tampers with any property of any third party;
 - l) whilst within the Venue, smokes in any area;
 - m) brings or attempts to bring into the Venue, sells, possesses or uses within the Venue or in the vicinity thereof any sponsorship, promotional or commercial items or materials (of whatever nature) without the prior written authorisation of British Athletics (and the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within the Venue);
 - n) whilst within the Venue or the vicinity thereof, engages in any form of activity related to marketing or advertising (including, for the avoidance of doubt, ambush marketing), or conducts any commercial activity whatsoever, or offers (either for free or for sale), sells or possesses items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without the prior written authorisation of British Athletics;
 - o) hangs or drapes any flag or banner over any signage within the Venue;
 - p) engages in any form of gambling, or uses any computer and/or mobile device (including any portable, laptop or handheld computer) to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Session, or records, compiles, transmits or disseminates (by any means) any scoring, statistical or other data for the direct or indirect purposes of gambling or gaming;
 - q) offers to any third party any bribe or other reward to fix or contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Session and/or otherwise contacts or attempts to contact any athlete, coach, team or official for a corrupt or improper purpose; and/or
 - r) is under the age of 16 years unless accompanied by his/her parent or guardian or another adult who is responsible.
21. No Ticket Holder shall be permitted to enter, attend or remain in attendance at the Venue where that person is banned by the Venue from attending the Venue or by any competent authority and/or sport's governing body from attending the Venue or the Session (or sports events more generally) and/or from receiving any Ticket (or tickets generally in respect of sports events).
22. Ticket Holders must retain their Ticket at all times whilst within the Venue and Tickets must be produced for inspection upon request by British Athletics and/or any Authorised Person. Failure to do so may result in the Ticket Holder being ejected from the Venue without refund or compensation.
23. London Stadium is a public transport destination and Ticket Holders are encouraged to travel by public transport. Only pre-accredited vehicles will be granted access to the Venue. There is also only limited storage available at the Venue for folding prams and folding children's buggies.

Limitation of liability

24. Nothing in these Conditions seeks to exclude any liability of British Athletics, the Official Ticketing Agent, the Authorised Agents, the owner of the Venue or any Authorised Person for death or personal injury caused by its negligence, fraud or other type of liability which cannot be excluded or limited by law. The liability of British Athletics, the Official Ticketing Agent and the Authorised Agents to each Ticket Purchaser in connection with these Conditions shall (in aggregate) otherwise be limited to the refund set out in paragraphs 33-36 (inclusive) of these Conditions.
25. Personal arrangements including travel, accommodation or hospitality relating to attendance at the Event which have been arranged by the Ticket Holder are entirely at the Ticket Holder's own risk and none of British Athletics, the Official Ticketing Agent, or the Authorised Agents shall be responsible to

the Ticket Holder for any indirect losses or damages including, but not limited to, loss of enjoyment and goodwill.

26. British Athletics only provides Ticket Holders with use of the Ticket for domestic and private use and Ticket Holders agree not to use the Tickets for any commercial or business purposes, and British Athletics has no liability to Ticket Holders for any loss of profit, loss of business, business interruption or loss of business opportunity.
27. The Ticket Holder is responsible for his/her own personal property brought to and into the Venue. None of British Athletics, the Official Ticketing Agent, and Authorised Agents, the owner of the Venue or any Authorised Person accepts any responsibility for:
 - a) any loss, theft or damage of a Ticket Holder's personal property; or
 - b) any interruptions and/or restrictions to the Ticket Holder's view of the Event caused by virtue of the position of the seat and/or the actions of other spectators.

Media & Recordings

28. Photographs or any other recordings of sound or images taken by a Ticket Holder within the 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 and in any event not for commercial gain, disseminate at any time, over the internet, radio, television and/or any other current and/or future form or type of media, any sound, image, description or result and/or statistics of a Session (in whole or in part) including (without limitation) any such content made, recorded or captured in still or moving form by mobile phones or by any other form of wireless and/or portable device, or to assist any other person(s) in the conduct of such activities.
29. Each Ticket Holder attending an Event:
 - a) acknowledges that he/she is likely to be recorded in a number of media and publicly disseminated (including through CCTV surveillance);
 - b) agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness captured whilst present at or about the Venue (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) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
 - c) acknowledges and agrees that British Athletics 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 or images taken within the Venue (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings.; and
 - d) hereby unconditionally and irrevocably grants to British Athletics a perpetual, exclusive, freely assignable and royalty-free and worldwide licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder within the Venue in breach of paragraph 28 of these Conditions and unconditionally agrees to deliver any such recordings (in whatever form) and any copies thereof up to British Athletics.

Refund & Cancellation

30. BRITISH ATHLETICS DOES NOT GUARANTEE THAT THE EVENT FOR WHICH A TICKET IS ISSUED WILL TAKE PLACE AT THE DATE AND TIME STATED ON THE TICKET NOR DOES IT GUARANTEE THE PARTICIPATION

OF ANY PARTICULAR PARTICIPANT IN A SESSION. British Athletics reserves the right to make alterations to the time, date and duration of any event or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation): force majeure, safety and security concerns or decisions from any Authorised Person or other competent authority. In the event of such alteration, neither British Athletics, the Official Ticketing Agent, or any Authorised Agents will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraphs 33, 34, 35 and 36 of these Conditions.

31. As soon as possible after British Athletics becomes aware of postponement, rescheduling or cancellation of an event, all available information will be posted on www.britishathletics.org.uk, but it is the responsibility of the Ticket Holder to ascertain whether an event has been postponed, rescheduled or cancelled and any new dates and times.
32. A Ticket will not be exchanged or refunded if:
 - a) the event is stopped for any reason after starting; or
 - b) the start of the event is delayed for any reason on the date of the event; or
 - c) the start time of the Event changes but not the date.
33. British Athletics shall only be required to refund a Ticket Purchaser (on application by the Ticket Purchaser) with the Face Value of the relevant Ticket, in the following circumstances:
 - a) if the Event is postponed before starting and the Event is not rescheduled; or
 - b) if the Event is postponed before starting and the Event is rescheduled to another date (whether at the original Venue or at a different Venue); or
 - c) if the Event is cancelled; or
 - d) if the Ticket Purchaser is otherwise entitled to a refund under English law.
34. If an Event is postponed before starting and the Event is rescheduled to another date (whether at the original Venue or at a different Venue), the Ticket Holder may:
 - a) (if the Event is rescheduled to another date at the original Venue) either use the original Ticket for the rescheduled Event or apply for a refund pursuant to sub-paragraph 33(b) of these Conditions; or
 - b) (if the Event is rescheduled to a different Venue) either exchange the Ticket with British Athletics for a Ticket of the same or lower price category for the rescheduled Event (subject to availability of Tickets) or apply for a refund pursuant to sub-paragraph 33(b) of these Conditions.
35. The Ticket Purchaser shall not be entitled to a refund of any fees or charges paid in addition to the Face Value of the Ticket (for example, any Handling Fee or postage or courier charges) except where required by English law. No interest or costs will be payable in respect of any monies refunded.
36. Where paragraph 33 of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If British Athletics initiates a refund process under sub-paragraphs 33(a), (b) or (c) of these Conditions, the Ticket Purchaser will be advised of the process and the prescribed deadline for refund applications through the media or via direct communication to the contact details provided by the Ticket Purchaser at the time of purchase of the Tickets within ten working days of the cancellation or rescheduling of the Event or the cancellation of the Event (as applicable). The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket in order to be eligible for a refund. British Athletics may require the Ticket Purchaser to return his or her unused Tickets if they have been despatched. The Ticket Purchaser is responsible for ensuring their return and British Athletics will not be obliged to refund any returned Tickets which it does not receive. Refunds will only be made to the credit/debit card used to purchase the Ticket and no cash refunds will be provided. British Athletics shall not be required to issue a refund in relation to any Ticket which it reasonably

believes has been the subject of a sale, transfer or disposal in breach of paragraphs 11, 12, 13 or 14 of these Conditions.

37. A Ticket Purchaser does not have a right to cancel his or her Ticket. However, if the Ticket Purchaser is a consumer he or she has legal rights if British Athletics does not comply with its obligations in these Conditions with reasonable care and skill. Advice about Ticket Purchasers' legal rights is available from the Citizens' Advice Bureau. Nothing in these Conditions will affect these legal rights.

General

38. These Conditions have been drafted in the English language. Translations of these Conditions may be made available by the Authorised Agents. In the case of any conflict or ambiguity between the English language version of these Conditions and any translation of them into any other language, the English language version of these Conditions will prevail.
39. Information about a Ticket Purchaser is gathered and stored to identify the Ticket Purchaser and for administration, communication, marketing, enforcement and access control purposes. The Ticket Purchaser has a right of access to and correction of his/her personal information by written request to British Athletics at the address specified in paragraph 44.
40. The Ticket Holder unconditionally consents to the collection, processing, storage and transfer by British Athletics of personal information provided to British Athletics by the Ticket Purchaser and any other Ticket Holder in accordance with British Athletics' privacy policy for the purposes of the implementation of these Conditions, including for administration, communication, marketing, enforcement and access control purposes.
41. Save as required by English law, none of British Athletics, the Official Ticketing Agent or any Authorised Agent accepts any responsibility for any loss, theft or accidental destruction of any personal information provided by the ticket purchaser (and any other ticket holder) or any financial or other loss or damage which may result, directly or indirectly therefrom.
42. In the event that any provision of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such provision had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.
43. British Athletics reserves the right to make amendments to these conditions from time to time where it has a valid reason to do so, including, without limitation: a change in the security or public safety requirements of the Venue. A full copy of the latest version of the Conditions (as amended, if appropriate) will be available as part the ticketing information at www.britishathletics.org.uk and, upon request, from British Athletics at the address specified in paragraph 44 of these Conditions. British Athletics shall notify Ticket Purchasers of such changes via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application if they materially affect Ticket Purchasers' rights as a consumer.
44. Any information requests or other correspondence in relation to these Conditions should be addressed to: Ticketing Manager, British Athletics, Alexander Stadium, Athletics House, Walsall Road, Perry Barr, B42 2BE.
45. Any breach of any these Conditions may result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or his/her eviction from the Venue, in each case without refund or compensation in addition to any other remedy that British Athletics may have. No failure or delay by British Athletics 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.

46. All Tickets (and the copyright in all Tickets) remain the property of British Athletics at all times. Duplicate Tickets will not be issued under any circumstance. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets must, upon the request of any Authorised Person, be delivered up to that Authorised Person. Such actions are without prejudice to other remedies which British Athletics may have.
47. These Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Conditions which is not already set out in these Conditions.
48. Any person not party to these Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 save that, in addition to British Athletics, all the provisions of these Conditions shall be enforceable by the Official Ticketing Agent, and Authorised Agents.
49. These Conditions will be governed by and interpreted in accordance with English law. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at an event will be submitted to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, British Athletics, the Official Ticketing Agent and Authorised Agents reserve 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.
50. These Conditions shall not affect a person's statutory rights as a consumer.

Definitions

51. When used in these Conditions, the following capitalised terms shall have the following meanings:
 - "Authorised Agents"** means British Athletics and all persons appointed by or on behalf of British Athletics in connection with the British Athletics (including, but not limited to hospitality, official travel agents, official partners, sponsors, suppliers, broadcasters and licensees who are legally and contractually entitled to sell or distribute of Tickets);
 - "Authorised Person(s)"** means collectively all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event, the Venue or the Session, and their respective staff, officials, representatives, officers and volunteers;
 - "Conditions"** means these conditions and the Venue Regulations which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on behalf of British Athletics from time to time;
 - "Face Value"** means the specified price of the Ticket only (including United Kingdom value added tax thereon) as stated on the relevant Ticket, and excludes any Handling Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including postage or courier charges);
 - "Field of Play"** means the area within the Venue on which the Event is taking place, together with any adjacent areas required for the purposes of the Session;
 - "Handling Fee"** means the fee payable per Ticket transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order (including United Kingdom value added tax thereon);
 - "Illegal or Prohibited Item(s)"** means those items specified in paragraph 20(b) of these Conditions and any other items from time to time prohibited from being brought into the Venue (and Ticket Holders should check the ticketing information on www.britishathletics.org.uk from time to time for details of any additional Illegal or Prohibited Items);
 - "British Athletics"** means UK Athletics Ltd, Alexander Stadium, Athletics House, Walsall Road, Perry Barr, B42 2BE.

“Official Ticketing Agent” means the official appointed ticket agent of British Athletics, Ticket Factory, acting as agent for British Athletics;

“Original Sale Price” means the specified price of each Ticket plus any Handling Fee (or part thereof) and other charges necessary to affect the sale or trade of that Ticket (including postage or courier charges);

“Restricted Item(s)” those any item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue such as, without limitation, the items referred to in paragraph 20(d) of these Conditions (and Ticket Holders should check the ticketing information on www.britishathletics.org.uk from time to time for details of any further examples of items which may only be brought into a Venue at the discretion of an Authorised Person;

“Session” means the sport of athletics, forming part of a British Athletics event, the particulars of which are indicated on the Ticket;

“Ticket” means a ticket (whether a hard copy ticket or an electronic ticket) evidencing a personal revocable licence from British Athletics for an individual to attend a particular Event at the particular Venue in accordance with the details indicated hereon;

“Ticket Holder” means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket was issued or transferred in accordance with these Conditions;

“Ticket Purchaser” means the individual who has purchased a Ticket or Tickets through the official ticket programme and/or through any Authorised Agent(s);

“Venue” means the entire premises the Event is scheduled to take place including all adjacent and surrounding areas used or controlled by British Athletics in connection with the staging of the Event at the Venue; and

“Venue Regulations” means as defined in paragraph 17.