# Rugby World Cup 2015 Ticket Terms and Conditions (long form)

These Conditions govern all Tickets issued for the Tournament and the admission to any Venue to attend any Match. These Conditions will be printed in an 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 will prevail. All capitalised terms used in these Conditions and in the abbreviated form printed on a Ticket shall have the meanings given to them in paragraph 49 of these Conditions. All Tickets are issued by or on behalf of ER 2015, the Tournament organising committee, pursuant to authority granted by RWCL. 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**

- Tickets may only be purchased from ER 2015 (via the Official Ticketing Agent) or from the Authorised Agents or through the
  Official Ticket Resale Scheme or through any other sale or transfer mechanism authorised in writing by RWCL. TICKETS
  PURCHASED OR OBTAINED FROM ANY OTHER SOURCE SHALL BE VOID AND MAY BE SEIZED OR CANCELLED WITHOUT
  REFUND OR COMPENSATION.
- 2. ER 2015 reserves the right to limit, at the time of purchase, the maximum number of Tickets that any person may purchase for a Match. Tickets may be limited to a maximum number per person, per payment card and/or per household. ER 2015 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. ER 2015 reserves the right to refuse any application for Tickets from any person who fails to comply with this condition or to cancel any Tickets purchased in breach of this condition.
- 4. Once payment in full has been received by ER 2015 or by the relevant the 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 29-35 of these Conditions or as required by English law. ER 2015 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 or incomplete.
- 6. ER 2015 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. 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 seven days before the relevant Match, 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 ER 2015, there is not enough time to deliver hard copy Tickets to the Ticket Purchaser before the relevant Match, Tickets will be issued as electronic tickets or (at the choice of ER 2015) made available for collection by the Ticket Purchaser from the relevant Venue on the day of the Match 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.
- 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.

### **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, OR TRANSFERRED OR OTHERWISE DISPOSED. ER 2015 reserves the right to cancel without refund any Tickets which ER 2015 reasonably believes have been or are intended to be resold, offered, exposed or made available for sale, or transferred or otherwise disposed in breach of these Conditions.
- 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 Match and subject to the following conditions:

- a) any such Tickets must not be offered publicly (including on any website, social media site 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 value greater than 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) 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 ER 2015 in respect of such Tickets under paragraphs 29-35 of these Conditions;
- d) the Ticket Purchaser shall ensure that such recipients of his/her Tickets comply with these Conditions and any applicable Venue Regulations and ER 2015 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.
- 13. Tickets purchased directly from ER 2015 (but not tickets purchased from or issued by an Authorised Agent) may be transferred by a Ticket Purchaser to a third party via the Official Ticket Resale Scheme which will operate from early 2015. Further details of the Official Ticket Resale Scheme will be provided to Ticket Holders in due course by email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application and made available via www.rugbyworldcup.com.
- 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 RWCL.

- 15. In the event that ER 2015, the Official Ticket Agent, RWCL 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 ER 2015, the Official Ticket Agent, RWCL 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, ER 2015 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 12, 13 or 14 of these Conditions may be cancelled (by ER2015 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 action.

### **Venue Entry & Requirements**

17. These Conditions are subject to any additional security, public order and safety conditions of admission to a particular Venue that may be issued by ER 2015 from time to time (the 'Venue Regulations'). ER 2015 shall notify Ticket Purchasers of

such 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.rugbyworldcup.com. 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.

- 18. Admission to a Venue will only be authorised upon presentation of a valid Ticket and (if required by ER 2015, RWCL and/or any Authorised Person) photographic proof of identity and proof of age. One Ticket will be required for each person, regardless of age (including, for the avoidance of doubt, babes in arms). A valid Ticket permits the Ticket Holder to view the relevant Match from the seat indicated on that Ticket or such other alternative seat as ER 2015 and/or RWCL may allocate acting reasonably. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of the Match from the seat provided, nor is any representation or warranty given as to the quality, content or duration of the Match. Any Ticket Holder leaving a Venue will not be re-admitted and no pass-outs will be permitted.
- 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 & 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 ER 2015 without liability.
- 20. ER2015, RWCL 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 & 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 ER 2015 and/or RWCL believe are 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, prams and children's buggies and similar items; and

- x. pets or animals (other than guide/service dogs);
- c) 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;
- d) 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);
- e) whilst within any 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 Playing Surface), instigates violence, racism, xenophobia or homophobia, or behaves in a way that any reasonable person may interpret as provocative, 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;
- f) whilst within any Venue, enters or circulates in restricted access areas or other areas where that person is not permitted (including, without limitation, the Playing Surface, changing rooms or other players' or officials' areas); or stands on seats; or climbs lighting masts, fences, roofs and other apparatus or constructions;
- g) 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
- h) whilst within any Venue or the vicinity thereof, fails to comply with instructions from ER 2015, RWCL and/or any Authorised Person;
- i) whilst within any Venue, damages, interferes with or tampers with any property of any third party;
- j) whilst within any Venue, smokes in any area where smoking is not permitted;
- k) brings or attempts to bring into a Venue, sells, possesses or uses within a Venue or in the vicinity thereof any sponsorship, promotional or commercial items or materials (of whatever nature) without the prior written authorisation of RWCL and/or ER 2015 (and the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within any Venue);
- whilst within any 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 RWCL and/or ER 2015;
- m) whilst within any Venue hangs or drapes any flag or banner over any signage within the Venue;
- n) whilst within any Venue, 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 Match, 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;
- o) 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 Match and/or otherwise contacts or attempts to contact any player, coach, team or match official for a corrupt or improper purpose; and/or
- p) is under the age of 16 years unless accompanied by his/her parent or guardian or other adult who is responsible.
- 21. No Ticket Holder shall be permitted to enter, attend or remain in attendance at any Venue where that person is banned by the Venue Owner from attending the Venue or by any competent authority and/or sports governing body from attending the Venue or the Match (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 any Venue and Tickets must be produced for inspection upon request by ER 2015, RWCL 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. Nothing in these Conditions seeks to exclude any liability of ER 2015, RWCL, 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 ER 2015, RWCL, THE OFFICIAL TICKETING AGENT AND THE AUTHORISED AGENTS SHALL (IN AGGREGATE) OTHERWISE BE LIMITED TO THE REFUND SET OUT IN PARAGRAPHS 32-35 (INCLUSIVE) OF THESE CONDITIONS.

- 24. PERSONAL ARRANGEMENTS INCLUDING TRAVEL, ACCOMMODATION OR HOSPITALITY RELATING TO ATTENDANCE AT THE MATCH WHICH HAVE BEEN ARRANGED BY THE TICKET HOLDER ARE AT THE TICKET HOLDER'S OWN RISK AND NONE OF ER 2015, RWCL, 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.
- 25. THE TICKET HOLDER IS RESPONSIBLE FOR HIS/HER OWN PERSONAL PROPERTY BROUGHT TO AND INTO A VENUE. NONE OF ER 2015, RWCL, THE OFFICIAL TICKETING AGENT, AUTHORISED AGENTS, THE OWNER OF THE VENUE OR ANY AUTHORISED PERSON ACCEPTS ANY RESPONSIBILITY FOR ANY LOSS, THEFT OR DAMAGE OF A TICKET HOLDER'S PERSONAL PROPERTY.
- 26. There is no storage available at Venues for prams and children's buggies, any surrendered Illegal or Prohibited Items or any Restricted Items or Ticket Holders' other personal property.

## **Media & Recordings**

- 27. Photographs or any other recordings of sound or images taken by a Ticket Holder 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 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 Match (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.
- 28. Each Ticket Holder attending a Match:
  - a) acknowledges that he/she is likely to be recorded in a number of media and publicly disseminated;
  - 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 RWCL 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 a 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 RWCL 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 a Venue in breach of paragraph 27 of these Conditions.

### **Refund & Cancellation**

- 29. ER 2015 DOES NOT GUARANTEE THAT THE MATCH FOR WHICH A TICKET IS ISSUED WILL TAKE PLACE AT THE DATE, TIME AND VENUE STATED ON THE TICKET. ER 2015 reserves the right to make alterations to the time, date, duration and Venue of any Match 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 ER 2015, RWCL 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 32, 33, 34 and 35 of these Conditions.
- 30. As soon as possible after ER 2015 becomes aware of postponement, rescheduling or cancellation of a Match, all available information will be posted on www.rugbyworldcup.com but it is the responsibility of the Ticket Holder to ascertain whether a Match has been postponed, rescheduled or cancelled and any new dates, times, and venue.
- 31. A Ticket will not be exchanged or refunded if:

- a) the Match is stopped for any reason after kick-off; or
- b) kick-off is delayed for any reason on the date of the Match; or
- c) the kick-off time of a Match changes but not the date.
- 32. ER 2015 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 Match is postponed before kick-off and the Match is not rescheduled; or
  - b) if the Match is postponed before kick-off and the Match is rescheduled to another date (whether at the original Venue or at a different Venue); or
  - c) if the Tournament is cancelled; or
  - d) if the Ticket Purchaser is otherwise entitled to a refund under English law.
- 33. If a Match is postponed before kick-off and the Match is rescheduled to another date (whether at the original Venue or at a different Venue), the Ticket Holder may:
  - a) (if the Match is rescheduled to another date at the original Venue) either use the original Ticket for the rescheduled Match or apply for a refund pursuant to sub-paragraph 32(b) of these Conditions; or
  - b) (if the Match is rescheduled to a different Venue) either exchange the Ticket with ER 2015 for a Ticket of the same or lower price category for the rescheduled Match (subject to availability of Tickets) or apply for a refund pursuant to sub-paragraph 32(b) of these Conditions.
- 34. 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.
- 35. Where paragraph 32 of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If ER 2015 initiates a refund process under sub-paragraphs 32(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 within ten working days of the cancellation or rescheduling of the Match or the cancellation of the Tournament. The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket in order to be eligible for a refund. ER 2015 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 12, 13 or 14 of these Conditions.

### General

- 36. 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.
- 37. 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 ER 2015.
- 38. The Ticket Holder irrevocably and unconditionally consents to the collection and processing by ER2015 of personal information provided to ER 2015 by the Ticket Purchaser and any other Ticket Holder in accordance with ER 2015's privacy policy (http://www.rugbyworldcup.com/home/news/newsid=2063833.html) for the purposes of the implementation of these Conditions, including for administration, communication, marketing, enforcement and access control purposes.
- 39. SAVE AS REQUIRED BY ENGLISH LAW, NONE OF ER 2015, RWCL, 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.
- 40. 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.
- 41. ER 2015 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 any 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.rugbyworldcup.com and, upon request, from ER 2015 at the address set out in paragraph 42 of these

Conditions. ER 2015 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.

- 42. Any information requests or other correspondence in relation to these Conditions should be addressed to: Ticketing Manager, England Rugby 2015 Limited, Webb Ellis House, Rugby Road, Twickenham TW1 1DZ.
- 43. 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 ER 2015 and/or RWCL may have. No failure or delay by ER 2015 and/or RWCL 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.
- 44. All Tickets (and the copyright in all Tickets) remain the property of ER 2015 and/or RWCL. 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 ER 2015 and/or RWCL may have.
- 45. 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.
- 46. 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 ER2015, all the provisions of these Conditions shall be enforceable by RWCL, the Official Ticketing Agent, and Authorised Agents.
- 47. 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 a Match will be submitted to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, ER 2015, RWCL, 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.
- 48. These Conditions shall not affect a person's statutory rights as a consumer.

### **Definitions**

49. When used in these Conditions, the following capitalised terms shall have the following meanings:

"Authorised Agents" means RWCL and all persons appointed by or on behalf of RWCL in connection with the Tournament (including, but not limited to, Rugby Travel and Hospitality Limited; the official travel agents (details of which are listed at http://supportertours.rugbyworldcup.com/travel\_agents\_list.aspx); 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 Tournament management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Tournament or the Venue or a Match, 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 ER 2015 from time to time;

"ER 2015" means England Rugby 2015 Limited of Rugby House, Twickenham Stadium, 200 Whitton Road, Twickenham TW2 7BA;

"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);

"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 Venues (and Ticket Holders should check the ticketing information on www.rugbyworldcup.com from time to time for details of any additional Illegal or Prohibited Items);

"Match" means a game of rugby union forming part of the Tournament, the particulars of which are indicated on the Ticket;

"Official Ticketing Agent" means the official appointed ticket agent of ER 2015, acting as agent for ER 2015;

"Official Ticket Resale Scheme" means the official online Ticket resale facility to be launched in early 2015 and operated by the Official Ticketing Agent to enable the authorised resale of Tickets in accordance with paragraph 13 of these Conditions. Ticket Purchasers should check the ticketing information on www.rugbyworldcup.com in due course for further details);

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

"Playing Surface" means the area within the Venue on which the Match is played, together with any adjacent areas required for the purposes of the Match;

"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(c) of these Conditions (and Ticket Holders should check the ticketing information on www.rugbyworldcup.com 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;

"RWCL" means Rugby World Cup Limited of 1<sup>st</sup> Floor, Huguenot House, 35-38 St Stephen's Green, Dublin 2, Ireland;
"Ticket" means a ticket (whether a hard copy ticket or an electronic ticket) evidencing a personal revocable licence from ER 2015 for an individual to attend a particular 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 or any person to whom the Ticket was issued or transferred;

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

"Tournament" means the IRB Rugby World Cup 2015;

"Venue" means the entire premises of a stadium where a Match is scheduled to take place including all adjacent and surrounding areas used or controlled by ER 2015 in connection with the staging of the Tournament at the Venue; and "Venue Regulations" means as defined in paragraph 17.