EVENT TERMS AND CONDITIONS

"**Agent**"	means the authorised agent from whom you purchased a Ticket.
"**Event**"	means an event held at the Venue.
"**Special Event Conditions**"	means any special conditions relating to an Event from time to time which can be found at https://trnsmtfest.com/info
"**Management**"	means DF Concerts Limited (company registration number SC333566), its representatives, servants, employees and sub-contractors.
"**Promoter**"	means the person or company staging the Event if different from the Management.
"**Terms and Conditions**"	means these terms and conditions.
"**Venue**"	means the Venue as stated on the Ticket.
"**Ticket**"	means any ticket for an Event.
"**You**"	means you as the holder of the Ticket or anybody who in the Management's reasonable opinion is acting with your authority or permission and "**Your**" shall be read accordingly.

1. These Terms and Conditions and, where applicable, the Special Event Conditions (which are hereby incorporated by reference), incorporate, and should be read in accordance with, any Promoter, Agent and/or Venue terms, conditions and regulations, copies of which are available upon request from the Promoter, Agent and/or Venue. These Terms and Conditions and any Promoter, Agent or Venue terms and/or Special Event Conditions, conditions and regulations are collectively referred to as, "Conditions". In the event of any inconsistency between these Terms and Conditions, and any other Conditions, these Terms and Conditions shall prevail to the extent of the conflict.

2. All Tickets are sold subject to the Conditions and any other rules and regulations referred to herein or that may be applicable to the Event or Venue at any time. Please read the Conditions carefully which can be found at www.ticketmaster.co.uk/legal/purchase.html prior to purchase and raise any queries with the Management, Venue, Agent or Promoter prior to purchase. Purchase or possession of a Ticket constitutes acceptance of the Conditions.

3. We reserve the right to implement restrictions/conditions before and during the Event to ensure it is safe, including any COVID-19 (or any variant) government guidance. You must comply with any such restriction/conditions and any instructions given to you by Event staff and stewards and you may be refused entry or evicted without a refund if you fail to comply. You must not attend an Event if you believe that you may be infected with Covid-19.

4. 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). Do not buy Tickets or goods from unlawful sources. There is no guarantee of Tickets' validity for entry unless purchased from official ticket agents for the Event.

5. 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 the Conditions.

6. Your Ticket or wristband may be invalidated if any part of it is removed, altered or defaced.

7. 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.

8. Ticket offers (if any) are subject to limited availability. Unless otherwise stated, only one offer per Ticket shall apply. Proof of identity and concession entitlement (for example proof of age, employment or student status), if relevant, may be requested.

9. You only have the right to entry to the Event or, for seated Events, the right to a seat at the Event of a value corresponding to that specified on the Ticket. The Promoter and Manager, acting reasonably, reserve the right to provide alternative seats at the Event to those specified on the Ticket. Where only seats of a lesser value are available, you will be offered the choice of accepting either (a) the lesser value seats available, or (b) a refund of the face value of Your 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.

10. Please see the Special Event Conditions and/or website for terms relating to Tickets for children. Certain Events will have an applicable age restriction because of the content of the Event or licensing requirements. Management will require supervisors to remove children if, in Management's sole opinion, the children are causing a disturbance to other Ticket holders. Subject to it being stated otherwise in the Conditions or on the Event website, it is the responsibility of the supervisors of a child to determine whether an Event is suitable for that child to attend, and not the responsibility of the Management, the Promoter, Agent or Venue accepts any liability or responsibility in relation to the same.

11. If You have any specific access requirements or concerns about any special effects (for example lighting, sound, audio-visual or pyrotechnic effects) which may be featured at the Event, please discuss any such issues before purchasing the Tickets with Management by using the contact us section on www.gigsinscotland.com. Management will use its reasonable efforts to assist with any such special access requirements or concerns.

12. Tickets are sold subject to the Promoter's and the Management's right to alter or vary the advertised Event where reasonably necessary. Artists and billed attractions are subject to change. Refunds are only considered on major cancellation, material alteration or by special exception determined by the Management in its sole discretion as set out in Clause 15.

13. It is Your responsibility to ascertain whether an Event has been cancelled or re-scheduled and the date and time of any rescheduled 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 purchase.

14. Management's total liability in relation to a cancelled Event is in the event of a major cancellation as set out in Clause 15.

15. For the purposes of these Terms and Conditions:
    (a) '**major cancellation**' is the cancellation of the Event in full (and not rescheduled). If only one or more days (but not all days) of the Event are cancelled, you may only be offered a proportionate partial refund;
    (b) '**material alteration**' is a change (other than a rescheduling) which, in the Management's opinion, makes the Event materially different to the Event that ticket purchasers, taken generally, could reasonably expect. In particular, please note that the following are not deemed to be 'material alterations': changes to the line-up of the Event; adverse weather conditions; changes to individual members of a band; curtailment of the Event where the majority of the Event is performed in full; and delays to starting the performance of an Event; and
    (c) '**special exception**' is an exception determined by the Management in its sole discretion.

16. Where an Event is cancelled, rescheduled and you cannot or do not wish to attend the rescheduled Event or where there is has been a material alteration to the Event, You will be entitled to claim a refund in accordance with this clause and clause 15. Liability for the cancellation, rescheduling of an Event, or for material changes to an Event, will be limited to the face value of the Ticket purchased. Personal arrangements including travel, subsistence, hospitality 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 face value. Unless otherwise instructed by Management, in order to claim Your refund for a cancelled Event, please apply in writing to the Agent and/or Venue from whom Your Ticket was purchased. enclosing your unused Tickets (a) within 3 months after the original proposed date of the Event for a cancelled or rescheduled Event, or (b) as soon as possible for prior to the Event for an Event which has been materially changed. 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 purchase within the above timeframes. Refunds will only be made to the person who purchased the Tickets.

17. You may not re-sell or transfer a Ticket if prohibited by law including a Personal Assistant/Companion and Guest Ticket. In addition, re-sales or transfers of Tickets may be prohibited for certain Events, pursuant to the specific terms and conditions of those Events (for example, but not limited to (a) charity Events, (b) Events where age restrictions apply or licensing requirements, and (c) balloted Events). Where a Ticket is offered for re-sale in accordance with the Conditions, You must provide the buyer with full details of the Ticket. Full details include (if printed on the Ticket) the relevant block or tier, and row and seat number. The buyer of a Ticket must be made aware of the Conditions and any other terms and conditions that are specific to the Event. You should check whether any special terms or conditions apply before offering a Ticket for resale. Free tickets are often provided for specific reasons limiting their transferability.

18. You may not combine a ticket with any hospitality, travel or accommodation service and/or any other merchandise, product or service to create a ticket package ("Ticket Package") and sell or otherwise transfer (or facilitate the sale or transfer of) such Ticket Package for profit or commercial gain, offer such Ticket Package as an incentive or prize in a promotion or competition, or otherwise dispose of such Ticket Package in the course of a business.

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 are personal revocable licences and shall (together with any wristbands) at all times remain the property of the Management and subject to the Conditions. Tickets obtained in breach of the 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 (and may take appropriate action to enforce this right) 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 or display 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 the Conditions; or if Your Ticket is void. No refunds will be given to You if You are refused entry or ejected due to Your own behaviour.

22. Ticket purchases 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. The Management will use its reasonable endeavours to rectify the situation which is the cause of your complaint, however under no circumstances shall the Management be under any obligation to rectify the situation. If before the Event You have a complaint or query in relation to Your Ticket, please contact the Agent.

24. **Warning** – prolonged exposure to loud noise may cause damage to Your hearing. Smoke effects, strobe lighting, lasers and loud noises may be used at this event.

25. The Management endeavour to maintain sound levels across outdoor Venues, however, they may vary due to environmental conditions and external license constraints.

26. The unauthorised use of equipment for photographing, recording or transmitting (by digital or other means) any audio, visual or audio-visual material within the Venue is strictly forbidden. You shall not bring any such equipment to the Venue or to the Event. Any recording or transmitting equipment (including professional cameras), unauthorised recordings, tapes, films or similar items may be confiscated and/or destroyed by the Management. Any recording made of an Event in breach of these Terms and Conditions and/or any of the Conditions shall belong to the Promoter and You agree to assign any and all rights in the recording to the Promoter. Notwithstanding anything else in the Conditions, neither the Promoter nor Management shall be liable for any loss, theft or damage to confiscated items.

27. By attending an Event, You give Your express consent to Your actual or simulated likeness to be included for no fee within any film, photograph, audio and/or audio- visual recording to be exploited in any and all media for any purpose at any time throughout the universe. This includes filming by the police or security staff which may be carried out for the security of customers or the prevention of crime.

28. The Management reserves the right to conduct security searches at the entrances, on the site or when leaving 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 any of the Conditions. The following types of items may not be brought into any Venue: laser pens; fireworks or flame and/or smoke devices; animals (except special assistance dogs); Your own food and drink (unless permitted by the Venue); bottles, cans or glass containers (unless permitted by the Venue); any item which the Management or Venue 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. 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 is strictly prohibited except in designated smoking areas. The Management or Venue reserves the right to eject any person found smoking in prohibited areas within the Venue, without refund.

29. You may only leave and then re-enter the Venue during the Event at the discretion of the Management or the Venue. Otherwise there shall be no re-admissions or pass-outs of any kind. Depending on the type of Event, every effort to admit latecomers will be made at a suitable break in the Event, but admission for latecomers cannot always be guaranteed.

30. The Management or Venue reserves the right to allow audience members to stand in seated areas of the Venue (if applicable).

31. 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 and Venue reserves the right to restrict access to parts of the Venue.

32. 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.

33. You must 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 only be retained by the Venue for a limited time following their discovery. Please contact the Venue as soon as possible to collect any items left at the Venue which belong to you. You may be required to show reasonable proof of identification and ownership upon collection.

34. Management will use your personal information in accordance with the Data Protection Act 2018 and our Privacy Policy which is available via the Management's website https://trnsmtfest.com/privacy-policy If You have any questions about how Your personal information is used please email privacy@livenation.co.uk

35. You agree that the Management will not be liable for any loss, injury or damage to any person (including Yourself) or property however caused (including by the Management): (a) in any circumstances where there is no breach of a legal duty of care owed by the Management; (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 the Conditions.

36. Nothing in the Conditions seeks to exclude or limit any liability of Management for death or personal injury caused by its negligence, fraud or any other type of liability which cannot by law be excluded or limited.

37. For the purposes of the 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, subsidence, lightning, earthquake or other natural disaster, weather of exceptional severity, epidemic, pandemic, disease, royal mourning, national mourning, theft of essential equipment, malicious damage, strike, lock out, 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 or any other Conditions to the extent that the failure is caused by Force Majeure.

38. To the fullest extent permissible in law, the Management shall be entitled to assign all and any of its rights and obligations under the Conditions, provided that Your rights are not adversely affected.

39. If any provision of the 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 the Conditions valid or enforceable.

40. If the Management delays or fails to enforce any of the Conditions it shall not mean that the Management has waived its right to do so.

41. Any person, other than the Management or Promoter, who is not a party to the Conditions, shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Conditions.

42. Nothing in the Conditions and no action taken by You or the Management under the 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.

43. You and Management both agree that it has not entered into the Conditions in reliance of, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity by any person other than as expressly set out in the Conditions. Nothing in this clause shall operate to limit or exclude any liability for fraud.

44. The Conditions do not and shall not affect Your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice, Consumer Direct or the Department for Business Innovation and Skills.

45. If any dispute arises out of the Conditions, Management will attempt to settle it. To this end Management shall use its reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to both parties.

46. The Conditions constitute the entire agreement between the parties in connection to the subject matter of the Conditions and supersede any previous terms and conditions, agreement or arrangement between You and the Management relating to the subject matter of the Conditions. However, nothing in the Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation. The Conditions cannot be varied or amended in any respect (unless agreed between You and the Management in writing).

47. The Conditions shall be governed by the laws of Scotland and parties agree to submit to the exclusive jurisdiction of the Scottish courts.