

London 2012 Terms and Conditions of Ticket Purchase

LOCOG has established the following Terms and Conditions for the sale of all Tickets to the London 2012 Games.

Please read these Terms and Conditions carefully. By completing a Ticket Application Form and applying for a Ticket you are certifying that you have read, understood and accepted these Terms and Conditions and agree to bring them to the attention of others, as set out below. By accepting, holding or using a Ticket, you are certifying that you have read, understood and accepted these Terms and Conditions.

1 Definitions and interpretations

In these Terms and Conditions, except where the context otherwise requires, the following terms shall have the following meanings:

- 1.1 **'ATR'** means Authorised Ticket Reseller, a company appointed by LOCOG, an NOC or NPC and approved by the IOC, IPC and LOCOG to sell and distribute Tickets to the general public within the territory in which the ATR has been granted the right to sell Tickets. All ATRs will be listed on www.tickets.london2012.com.
- 1.2 **'BOA'** means the British Olympic Association, a company incorporated in England and Wales with number 1576093, whose registered office is at 60 Charlotte Street, London W1T 2NU.
- 1.3 **'BPA'** means the British Paralympic Association, a company incorporated in England and Wales with number 02370578, whose registered office is at 60 Charlotte Street, London W1T 2NU.
- 1.4 **'Designated European Country Resident'** means a resident of Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland with a valid street address in one or more of these countries.
- 1.5 **'Force Majeure'** means any cause beyond LOCOG's control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism,

- fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, public health emergency, acts or regulations of national or local governments.
- 1.6 **‘Games’** means the London 2012 Olympic Games and Paralympic Games.
- 1.7 **‘Games Travelcard’** means a ticket issued to a Purchaser in accordance with these Terms and Conditions (at no additional cost beyond the cost of a Ticket) and enabling Ticket Holders to make use of designated public transport services in London on the day of a Session, including the London Underground (‘Tube’), the London Overground, the Docklands Light Railway, buses, trams and designated mainline rail services (including mainline train services to Eton Dorney, Lee Valley White Water Centre and Hadleigh Farm), but excluding the Heathrow, Stansted or Gatwick Express trains and taxis.
- 1.8 **‘Games Body’** means each of the IOC, the IPC, NOCs, NPCs, LOCOG or any other organising committee of an Olympic Games and/or Paralympic Games.
- 1.9 **‘IOC’** means the International Olympic Committee, being the supreme authority of the Olympic Movement which is an international non-governmental not-for-profit organisation of unlimited duration and which has the status of a legal person and is recognised by the Swiss Federal Council.
- 1.10 **‘IPC’** means the International Paralympic Committee of Adenauerallee 212-214, 53113 Bonn, Germany.
- 1.11 **‘LOCOG’** means The London Organising Committee of the Olympic Games and Paralympic Games Limited, One Churchill Place, Canary Wharf, London E14 5LN.
- 1.12 **‘London 2012 Ticket Resale Scheme’** means the official online Ticket resale facility operated by LOCOG, or on LOCOG’s behalf, to enable the authorised resale of Tickets by Purchasers.
- 1.13 **‘Merchandise’** means any goods advertised for sale by LOCOG during the online application for Tickets.
- 1.14 **‘NOC’** means National Olympic Committee.
- 1.15 **‘NPC’** means National Paralympic Committee.
- 1.16 **‘Person’** means an individual, partnership, firm, corporation, association, trust,

unincorporated association or any other legal person.

- 1.17 **‘Photographic Identification’** means either an original passport, an original EU driver’s licence (with photocard and counterpart) or an original European Identity Card.
- 1.18 **‘Purchaser’** means the Person who has ordered and paid LOCOG or an ATR for one or more Tickets and who is registered in LOCOG’s and/or an ATR’s records as the original purchaser of Tickets.
- 1.19 **‘Session’** means the period of time for which a single Ticket to the opening, closing, medal and all other ceremonies, cultural events, all preliminary, qualifying and final athletic competitions and galas comprising the Games has been sold.
- 1.20 **‘Terms and Conditions’** means the terms and conditions set out below, together with the terms of the Ticket Application Form (and accompanying Ticket Guide), LOCOG’s Ticketing Privacy Policy [[hyperlink](#)] (full details of which are available at www.tickets.london2012.com), the rules and regulations of the Venue owner (full details of which are available at the Venue box office and/or on the Venue website) and any other rules brought to the attention of a Ticket Holder prior to application for Tickets or entry to a Venue, including on the website, www.tickets.london2012.com.
- 1.21 **‘Ticket’** means evidence of a personal revocable licence from LOCOG for an individual to attend and to occupy space or a seat at a Session.
- 1.22 **‘Ticket Application Form’** means the application form for Tickets issued by, or on behalf of, LOCOG or an ATR, either in hard-copy form or online.
- 1.23 **‘Ticket Guide’** means the information accompanying the Ticket Application Form, either in hard-copy form (known as the ‘London 2012 Olympic Games official ticketing guide’) or online.
- 1.24 **‘Ticket Holder’** means a Person who is in actual and legitimate possession of a Ticket and, for the avoidance of doubt, includes a Purchaser and any other Person who purchases, holds or uses a Ticket.
- 1.25 **‘UK Resident’** means a resident of England, Wales, Scotland, Northern Ireland, the Channel Islands (Jersey and Guernsey), the Isle of Man, Gibraltar, Anguilla, British Antarctic Territory, British Indian Ocean Territory, Falkland Islands,

Montserrat, Pitcairn, Henderson, Ducie and Oeno Islands, St Helena and St Helena Dependencies (Ascension and Tristan da Cunha), South Georgia and South Sandwich Islands, Sovereign Base Areas or Akrotiri and Dhekelia and The Turks and Caicos Islands with a valid street address in one or more of these countries.

- 1.26 **‘Venue’** means those locations where a Session is to be held, access to which requires a Ticket, and any adjacent areas that are under the control of LOCOG.

2 Terms and Conditions which apply

- 2.1 All Tickets are sold and issued subject to these Terms and Conditions.
- 2.2 By applying for, purchasing, holding or using a Ticket, a Ticket Holder agrees that he or she shall comply with these Terms and Conditions.
- 2.3 Ticket Holders have responsibility for complying with these Terms and Conditions. LOCOG reserves the unrestricted right to terminate the licence granted by a Ticket. If a Ticket Holder is not aged 16 years of age or over, their parents and/or guardians are responsible for their actions and conduct and compliance with these Terms and Conditions.
- 2.4 **LOCOG reserves the absolute right to change these Terms and Conditions from time to time, including, for the avoidance of doubt, the Spectator Policy in order to ensure the staging of Sessions. LOCOG shall notify you of such changes if they materially affect your rights as a consumer.**

3 Ticket applications - general

- 3.1 **Completion and submission of a Ticket Application Form to LOCOG or an ATR constitutes an irrevocable and binding offer to LOCOG or an ATR to purchase Tickets for the specified Session(s). Once submitted, a Person may not be able to alter, amend, withdraw or cancel an application.**
- 3.2 LOCOG and ATRs reserve the absolute right to limit the number of Ticket Application Forms that a Person may submit. LOCOG and ATRs reserve the absolute right to cancel Ticket Application Forms and/or refuse Ticket Application Forms submitted in excess of such a number.
- 3.3 Purchasers are solely responsible for the submission of an original Ticket Application Form in a complete, undamaged and unchanged form. Photocopies

will not be accepted. LOCOG or ATRs reserve the right to reject incomplete, changed or damaged Ticket Application Forms.

- 3.4 LOCOG and ATRs shall not be liable for the incorrect entry of information on Ticket Application Forms, lost, incomplete or illegible Ticket Application Forms, technical malfunctions of the internet, or failure of computer hardware or software that prevent completion of the Ticket Application Form.
- 3.5 LOCOG and ATRs shall not be liable for the late submission of Ticket Application Forms.
- 3.6 **Completion and submission of a Ticket Application Form does not guarantee the availability of the Tickets for which a Person has applied.** The ability of LOCOG and ATRs to satisfy all requests for Tickets depends on the total number of Tickets requested by the Purchaser, the number of Sessions applied for and, with respect to certain sales phases, the results of an automated selection process for Sessions where demand exceeds supply. All Tickets are sold subject to availability.
- 3.7 No changes to a Ticket Application Form or cancellation of a Ticket application or exchange of any Ticket will be permitted, except as specifically set out in these Terms and Conditions or as authorised and facilitated by LOCOG or an ATR from time to time.
- 3.8 LOCOG and ATRs may, in their sole discretion, refuse Ticket applications and cancel Ticket orders from anyone whom they believe plans to offer a Ticket for resale otherwise than in accordance with these Terms and Conditions.

4 Ticket applications to LOCOG

- 4.1 UK Residents and Designated European Country Residents may submit Ticket Application Forms to LOCOG.
- 4.2 A Person may only submit one (1) Ticket Application Form. Multiple Ticket applications will not be accepted by LOCOG, whether they are submitted online or by any other method.
- 4.3 Ticket Application Forms submitted to LOCOG must be received by LOCOG before the deadline set out in the Ticket Guide. Ticket Application Forms received after this date will not be accepted.
- 4.4 On Ticket Application Forms submitted to LOCOG, a Person may be restricted in

- applying for Tickets to a maximum number of Sessions. A Person may also be restricted in applying for a maximum number of Tickets to certain Sessions. The maximum number of Sessions and the maximum number of Tickets to certain Sessions will be set out in the Ticket Guide. LOCOG reserves the absolute right to cancel Tickets purchased and/or refuse Ticket applications in excess of such maximum numbers.
- 4.5 Tickets for seats booked under one (1) Ticket Application Form will, wherever possible, be allocated adjacent to one another. LOCOG cannot guarantee adjacent seats if separate Ticket Application Forms are submitted.
- 4.6 Any requests to change a Ticket Application Form submitted to LOCOG or cancel a Ticket application submitted to LOCOG must be communicated by a Purchaser to LOCOG. In order to change a Ticket application, a Person who has submitted a hard-copy Ticket Application Form will need to contact the customer service centre detailed on www.tickets.london2012.com, request to cancel the Ticket Application Form and then submit a new Ticket Application Form. In order to change a Ticket application, a Person who has submitted an online Ticket Application Form will need to cancel the Ticket Application Form by logging in to his or her online ticket account at www.tickets.london2012.com and then submit a new Ticket Application Form. No changes or cancellations will be accepted by LOCOG after the deadline set out in the Ticket Guide.
- 4.7 All Persons who have submitted a properly completed Ticket Application Form to LOCOG will be notified via email or letter as to whether or not their Ticket application has been successful.

5 Allocation, price and payment - general

- 5.1 The price of the Ticket shall be the price set at the time LOCOG or an ATR receives a Ticket Application Form. All prices are inclusive of any applicable taxes (including United Kingdom Value Added Tax) but exclusive of any booking fees and collection or secure delivery fees.
- 5.2 LOCOG may set special Ticket prices, including Tickets for children under the age of 16 (as at 27 July 2012 for the Olympic Games or 29 August 2012 for the Paralympic Games) and/or persons over the age of 60 (as at 27 July 2012 or 29 August for the Paralympic Games). Ticket Holders taking advantage of such special Ticket prices may be required, upon request by any official, steward or employee of LOCOG or the Venue, to provide proof of his or her age with appropriate Photographic Identification. Failure to produce proof of age may

- result in a Person being refused entry, being asked to leave a Venue or being asked to pay the full adult price of the Ticket.
- 5.3 **The nominated payment card, or the registered bank account, used to purchase Tickets must be registered in the name and address of the Purchaser. LOCOG and ATRs reserve the absolute right to refuse any Ticket applications or Ticket orders which fail to comply with this condition.**
- 5.4 Any and all bank or other charges incurred as a result of monetary transfer or currency conversion will be the sole responsibility of the Purchaser.
- 5.5 Once a completed Ticket Application Form has been received by LOCOG or an ATR, Tickets have been allocated and payment in full for such Tickets has been confirmed, the Purchaser will be provided with a confirmation of the sale of Tickets and a booking reference number.
- 5.6 All Ticket sales are final.
- 6 Allocation, price and payment – applications to LOCOG**
- 6.1 **If a Person has indicated his or her consent in the Ticket Application Form to be allocated Tickets in a higher or lower price category than the price category specified as a first choice in the Ticket Application Form, the Person agrees and acknowledges that he or she shall have offered to purchase the same number of Tickets to the same Session in a higher or lower pricing category.** For the avoidance of doubt, a Person who has indicated his or her consent in the Ticket Application Form to be allocated Tickets in a higher or lower price category shall have offered to purchase the same number of Tickets in a different seat location to that specified as their first choice in the Ticket Application Form.
- 6.2 **Completion and submission of a Ticket Application Form means that LOCOG is authorised to take payment for any Tickets allocated to the Purchaser from the Purchaser's nominated payment card, or process any other permitted payment method, without further notice to the Purchaser.** For the avoidance of doubt, a Purchaser will only be charged for the Tickets that he or she has been allocated (and the total amount charged to the Purchaser will take account of the price category of the Tickets allocated by LOCOG to the Purchaser, adjusted to take account of any consent to be allocated Tickets in a higher or lower price category in accordance with clause 6.1 above). If any refund is due to a Purchaser from LOCOG for the balance between the amount due for Tickets he or she has been allocated and the amount taken by LOCOG from the

Purchaser's nominated payment method, the refund will be processed in accordance with clause 14.4 below.

- 6.3 **The Purchaser is solely responsible for ensuring that he or she has sufficient cleared funds on his or her nominated payment card, or in his or her registered bank account, at the time payment is taken by LOCOG.** If payment cannot be taken, LOCOG reserves the right to refuse any Ticket applications or Ticket orders.

7 Accessibility

- 7.1 LOCOG takes pride in ensuring that disabled people shall not be discriminated against and will, subject to availability, make accommodation for disabled spectators in accordance with English law. Ticket Holders are referred to LOCOG's [Ticket information for disabled people](#).
- 7.2 LOCOG will endeavour to ensure that Persons with additional accessibility requirements are seated in a manner which makes provision for such requirements. Persons with additional accessibility requirements must notify LOCOG or an ATR of such requirements on the Ticket Application Form.
- 7.3 A limited number of Tickets shall be available exclusively for use by wheelchair users to attend a Session. Such Persons shall each be issued with a Ticket which entitles them to bring one accompanying individual with them (without further charge). A Person must specify the requirement for a wheelchair space on their Ticket Application Form.

8 Delivery

- 8.1 Tickets will be delivered via secure carrier to the billing address of the Purchaser. Tickets will not be delivered to any other address. A signature may be required upon receipt. Post Office boxes (or similar) are not acceptable addresses for the delivery of Tickets.
- 8.2 Where there is not enough time to deliver Tickets, the Purchaser will be advised at the time of purchase of the arrangements for the collection of Tickets from an official LOCOG box office or any alternative delivery method as LOCOG or an ATR may authorise from time to time to enable a Purchaser to collect his or her Tickets.
- 8.3 If Tickets are to be collected at an official LOCOG box office, only the Purchaser may collect the Tickets and only upon presentation of a booking reference

number, one piece of Photographic Identification and the payment card used to make the purchase (if applicable). If the payment card used to make the purchase will expire before the date of collection, the Purchaser must notify LOCOG or an ATR (depending on who the Tickets were purchased from) of the change of card details prior to collection.

- 8.4 Once received by the Purchaser, the Purchaser is solely responsible for safeguarding all Tickets.
- 8.5 If Tickets have not been received 7 days before the commencement of the Session to which the Tickets relate, it is the sole responsibility of the Purchaser to contact the relevant customer service centre detailed on www.tickets.london2012.com or the website of the ATR from whom the Ticket purchase was made.
- 8.6 If delivery cannot be accepted for any reason (for example, because of addressee unknown), LOCOG or an ATR (depending on who the Tickets were purchased from) shall notify the Purchaser that his or her Tickets may be collected from a specified official LOCOG box office.

9 Tickets

- 9.1 Tickets grant Ticket Holders a personal right of entry to a Venue to attend and to occupy a space or seat at a Session.
- 9.2 Tickets shall remain the property of LOCOG.
- 9.3 A valid Ticket must be produced to gain admission to a Session.
- 9.4 Ticket Holders have responsibility for all Tickets in their possession. Removing any part of, altering or defacing a Ticket may result in entry to a Venue being refused. LOCOG and ATRs shall not be liable or compensate for lost, stolen, forgotten or damaged Tickets. It may not be possible to issue duplicate Tickets.
- 9.5 Ticket Holders shall be responsible for checking their Tickets as mistakes cannot necessarily be rectified after purchase. If there has been any mistake Ticket Holders must contact LOCOG or the relevant ATR (depending on who the Ticket was purchased from) without delay.
- 9.6 If a Ticket Holder leaves a Venue for any reason, the same Ticket may not be used to re-enter a Venue. There will be no pass-outs or re-admissions of any kind. If a Ticket Holder leaves a Venue for any reason other than an emergency

- evacuation, he or she agrees that LOCOG may void the Ticket Holder's Ticket and resell the unoccupied seat or space at the Session to another Person.
- 9.7 Ticket Holders must retain their Tickets at all times while attending the Session and Tickets must be produced for inspection upon request by any official, steward or employee of LOCOG or the Venue or any police officer. Failure to do so may result in a Ticket Holder being asked to leave a Venue.
- 9.8 Upon request, a Ticket Holder must show their Tickets and/or proof of his or her identity with appropriate Photographic Identification. Failure to do so may result in the individual being asked to leave a Venue.
- 9.9 **Tickets may be issued subject to LOCOG obtaining any necessary licenses and consents.** LOCOG reserves the right to move a ticketed seat or space to a comparable location (as determined by LOCOG in its sole discretion) for any Venue or Session. If a ticketed seat or space cannot be provided, the Purchaser may apply for a refund in accordance with clause 14 below. If a Ticket cannot be provided at all, the Purchaser may (subject to clause 15.5 below) apply for a refund in accordance with clause 14 below.

10 Games Travelcards

- 10.1 **Games Travelcards will only be issued in advance to Purchasers who have purchased Tickets for Sessions which are due to take place in London (or at Eton Dorney, Lee Valley White Water Centre or Hadleigh Farm) from LOCOG (and are to receive their Tickets by postal delivery) or from an ATR.** Purchasers who are to receive Tickets from LOCOG by any method other than postal delivery will be required to collect their Games Travelcards from LOCOG box offices. Purchasers of Tickets for Sessions which are due to take place outside of London (other than at Eton Dorney, Lee Valley White Water Centre or Hadleigh Farm) will not be entitled to a Games Travelcard.
- 10.2 The issue of Games Travelcards to Purchasers is subject to Transport for London's ('TfL's) Conditions of Carriage, copies of which are available at www.tfl.gov.uk/fares or by calling 0843 222 1234. Where the Games Travelcard is also valid for use on another operator's services, the Conditions of Carriage of that operator will also apply. By applying for, purchasing, holding or using a Games Travelcard, a Ticket Holder agrees that he or she shall comply with TfL's Conditions of Carriage and the Conditions of Carriage of any other operator.
- 10.3 Save as set out at clause 17.3 below, Games Travelcards are for travel only, are not valid for admission to a Session and are **STRICTLY NON-TRANSFERABLE**

and **MUST NOT BE SOLD.**

11 Merchandise

- 11.1 All Merchandise is official licensed merchandise manufactured by the official licensees of the London 2012 Games. All Merchandise prices are in pounds sterling unless otherwise stated and, where applicable, will be converted to local currency at the exchange rate applied by a bank or card provider.
- 11.2 LOCOG reserves the right to change the price of Merchandise at any time without notice. All prices displayed on the website are inclusive of United Kingdom Value Added Tax at the rate applicable at the time of purchase. As an online retailer, LOCOG may not be able to participate in any United Kingdom Value Added Tax refund scheme.
- 11.3 LOCOG may make promotional offers on Merchandise. LOCOG reserves the right to extend, change or withdraw any such promotional offers on Merchandise at any time without further notice.
- 11.4 An order for Merchandise may only be made by a Person at the point of completing and submitting a Ticket Application Form online to LOCOG. An order for Merchandise is conditional on the success of a Person's Ticket application. If a Person is allocated Tickets (which may be less than the number of Tickets applied for), LOCOG shall process the order for Merchandise. If a Person is not allocated any Tickets at all (and their Ticket application is entirely unsuccessful), LOCOG will not process the order for Merchandise and the Person shall not be charged for the Merchandise ordered.
- 11.5 LOCOG reserves the absolute right not to accept an order for Merchandise.
- 11.6 The offer of Merchandise or the acknowledgement by LOCOG of having received an order does not amount to a contractual offer. Acceptance of an order and the implied contractual offer by LOCOG will be confirmed via email once an order has been dispatched in part or in full. The acceptance of an order will only relate to the Merchandise named within the email confirming the dispatch of Merchandise. Dispatch of the Merchandise may take place before, at the same time or, in some cases, after the delivery of Tickets.
- 11.7 In accordance with the United Kingdom's Distance Selling Regulations, LOCOG will allow up to 7 working days after receipt of delivery for an order to be cancelled (other than in respect of Merchandise made to a specification or which has been personalised). Any delivery charges will not be refunded.

- 11.8 Cancellation of an order must be in writing, by contacting LOCOG's customer service department at www.tickets.london2012.com/help.html, stating the order number and giving clear instruction to cancel the order. If the order has already been shipped, the Merchandise must be repackaged and returned to:

London 2012 Ticketing
PO Box 798
Manchester
M60 1WU

- 11.9 LOCOG will allow up to 14 days after delivery for the Merchandise to be returned. All Merchandise must be returned in the condition in which it was received, complete with all the original packaging, labelling and the appropriate returns documentation. Merchandise must be sent to the address listed at clause 11.8 above. Proof of postage is recommended. LOCOG shall not accept responsibility for Merchandise lost or stolen. LOCOG will not refund the cost of delivery unless the Merchandise is in any way faulty or unfit for purpose.
- 11.10 LOCOG guarantees that all Merchandise offered for sale on this website will be as described accurately and shall be fit for the purpose described without fault in their design or manufacture. If for any unforeseeable reasons an item purchased from LOCOG is faulty or unfit for purpose LOCOG will offer to exchange the item (at no cost to the purchaser) or offer a full refund. All Merchandise must be returned to LOCOG with the appropriate documentation confirming the request for an exchange or a refund.
- 11.11 LOCOG will endeavour to exchange all faulty or unfit for purpose items when requested to do so save where such an item is no longer in stock. If an item is no longer in stock, LOCOG will notify the purchaser and will issue a full refund.
- 11.12 LOCOG will confirm receipt of returned Merchandise. Refunds will be processed upon receipt of the returned Merchandise and will be made to the same Visa card used to make the original purchase.
- 11.13 All queries concerning the sale of Merchandise should be made by contacting LOCOG's customer service department at www.tickets.london2012.com/help.html.

12 Session alterations and interruptions

- 12.1 Ticket Holders acknowledge that Sessions may be delayed, interrupted,

rescheduled or postponed. LOCOG will use reasonable efforts to communicate such delays, interruptions, rescheduling or postponements to Purchasers. As soon as possible after LOCOG becomes aware of a Session being delayed, interrupted, rescheduled or postponed, all available information will be posted on www.tickets.london2012.com. It is the responsibility of a Ticket Holder to ascertain whether a Session has been delayed, interrupted, rescheduled or postponed and any new dates and times. LOCOG does not guarantee that Ticket Holders will be informed of such delay, interruption, rescheduling or postponement before the date of the Session concerned.

- 12.2 If a Session's scheduled start time is delayed but the Session is completed on the same calendar day, Ticket Holders holding Tickets for the delayed Session **shall not be eligible for a refund**. There will be no exchanges of Tickets for another Session.
- 12.3 If a Session commences as scheduled and is interrupted after it begins, and LOCOG determines that it was substantially completed, Ticket Holders holding Tickets for the interrupted Session **shall not be eligible for a refund**. There will be no exchanges of Tickets for another Session.
- 12.4 If a Session commences as scheduled, is interrupted, and LOCOG determines that the Session was not substantially completed, and the Session is rescheduled to take place as a new Session (ie separate from an existing, scheduled, Session), the Ticket Holder may retain his or her original Ticket for admission to the rescheduled Session. Ticket Holders holding Tickets for the rescheduled Session **shall not be eligible for a refund**. There will be no exchanges of Tickets for another Session.
- 12.5 If a Session commences as scheduled and is interrupted, and LOCOG determines that the Session was not substantially completed, and the Session is rescheduled as part of an existing, scheduled, Session (ie does not take place as a new Session), the Purchaser may apply for a refund in accordance with the Refund Procedure set out below. Refunds will only be made to the Purchaser, not the Ticket Holder. There will be no exchanges of Tickets for another Session.

13 Session cancellation

- 13.1 If a Session is cancelled (ie not held at all), LOCOG will use reasonable efforts to communicate such cancellation to Purchasers. As soon as possible after LOCOG becomes aware of a Session being cancelled all available information will be posted on www.tickets.london2012.com. It is the responsibility of a Ticket Holder to ascertain whether a Session has been cancelled. LOCOG does not guarantee

that Ticket Holders will be informed of such cancellation before the date of the Session concerned.

13.2 If a Session is cancelled, the Purchaser may apply for a refund.

14 Refund procedure

14.1 **There will be no on-site (including official LOCOG box offices) refunds.**

14.2 Any refund will be processed by LOCOG or the ATR, depending on where the original Tickets were purchased.

14.3 If entitled to a refund, the Purchaser must provide LOCOG with all unused original tickets for the Session accompanied by a signed application form for a refund received by LOCOG no later than 31 October 2012. Refund application forms will be available online at www.tickets.london2012.com and at official LOCOG box offices.

14.4 If entitled to a refund, Purchasers are solely responsible for recovering Tickets to a Session from Ticket Holders and mailing the signed refund application and original tickets to LOCOG or the relevant ATR (depending on where the original Tickets were purchased).

14.5 Any refund properly due under these Terms and Conditions will be provided via the payment method used to make the Ticket purchase or as authorised and facilitated by LOCOG or an ATR from time to time. LOCOG shall endeavour to process all refunds promptly.

14.6 **Refunds will only be made to the Purchaser, not the Ticket Holder.** Refunds will be given up to the face value of the Tickets purchased. This is the sole and exclusive remedy. There will be no exchanges of tickets to another Session or refund of any applicable delivery charges, booking fees or other charges.

15 Liability

15.1 **Ticket Holders acknowledge and accept the risks and dangers inherent in attending a Session.**

15.2 **A Ticket Holder is responsible for his or her own safety and for the safety of any accompanying children.**

- 15.3 Personal arrangements including travel, accommodation or hospitality relating to attendance at the Session which have been arranged by a Ticket Holder are at a Ticket Holder's own risk.
- 15.4 **None of LOCOG, any ATR, any Venue owner, any Games Body or any other Person involved in the organisation of the Games accept any responsibility for any loss, theft or damage of a Ticket Holder's personal property. A Ticket Holder will release LOCOG, ATRs, Venue owners and the Games Bodies from any liability for any loss or damage to personal property they may suffer in relation to his or her attendance at a Venue.**
- 15.5 None of LOCOG, any ATR, any Venue owner, any Games Body or any other Person involved in the organisation of the Games shall be liable for any failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.
- 15.6 Except as required by law, none of LOCOG, any ATR, any Games Bodies or any other Person involved in the organisation of the Games shall have any further liability to a Ticket Holder beyond the face value of the Ticket purchased (plus the relevant Ticket delivery fee if the Tickets have not yet been dispatched). None of LOCOG, any ATR, any Venue owner or any Games Body shall be responsible to the Purchaser or Ticket Holder for any indirect losses or damages including, but not limited to, loss of enjoyment, goodwill or profit and/or travel or accommodation expenses.

16 Personal data

The personal data that Ticket Holders provide to LOCOG and ATRs will, subject to applicable law, be used, processed, stored, and transferred by LOCOG in accordance with the terms of LOCOG's Ticketing Privacy Policy [hyperlink] (full details of which are available at www.tickets.london2012.com).

17 Transfer, resale and use of Tickets

- 17.1 **Tickets shall not be purchased or obtained from or through any Person other than directly from LOCOG or an ATR. Tickets purchased or obtained from or through Persons other than directly from LOCOG or an ATR and otherwise in accordance with these Terms and Conditions shall be VOID and may be SEIZED or CANCELLED WITHOUT REFUND OR ENTRY TO A SESSION.**

- 17.2 Save as set out at clauses 17.3 and 17.4 below, Tickets are **STRICTLY NON-TRANSFERABLE** and **MUST NOT BE SOLD** nor advertised for sale whether on the internet, in newspapers or elsewhere.
- 17.3 If more than one Ticket is issued to a Purchaser, those Tickets may only be used by the Purchaser and a family member, friend or colleague who is known to the Purchaser personally and who is intended to accompany the Purchaser to a Session. The transfer of a Ticket in this manner shall not contravene clauses 17.1 and 17.2 **PROVIDED THAT:**
- 17.3.1 Such a transfer takes place without payment or benefit in excess of the face value of the Ticket;
- 17.3.2 Such a transfer is subject to these Terms and Conditions; and
- 17.3.3 A Purchaser will provide the name and address (and any other identification details, as required by LOCOG) of those who are intended to accompany them if asked at any time by any official, steward or employee of LOCOG or the Venue owner or any police officer.
- 17.4 Tickets may be transferred by a Purchaser to a third party via the London 2012 Ticket Resale Scheme. The transfer of a Ticket via the London 2012 Ticket Resale Scheme shall not contravene clauses 17.1 and 17.2.
- 17.5 Tickets may not be transferred to any Person who pays or agrees to pay for some other goods and services, such as a hospitality package or accommodation, unless authorised by LOCOG. A Ticket may not be offered as part of a package of goods or services, which, for the avoidance of doubt, may include a hospitality package, unless authorised by LOCOG. Tickets sold or advertised for sale (whether on their own, together or as part of a package of goods and services, including hospitality packages) contrary to this clause 17.5 shall be void and may be **SEIZED** or **CANCELLED WITHOUT REFUND OR ENTRY TO A SESSION**.
- 17.6 Tickets may not be used for advertising, promotion, auctions, fundraising or marketing purposes (including in competitions, contests and sweepstakes). Tickets used for advertising, promotion, auctions, fundraising or marketing purposes without the authorisation of LOCOG or a Games Body (including in competitions, contests and sweepstakes) shall be void and may be **SEIZED** or **CANCELLED WITHOUT REFUND OR ENTRY TO A SESSION**.
- 17.7 **All Ticket Holders are advised that, under s.31 of the London Olympic Games and Paralympic Games Act 2006, it is a CRIMINAL OFFENCE to sell a Ticket in a public place or in the course of business and otherwise than**

in accordance with the authorisation of LOCOG. Ticket Holders are referred to <http://www.legislation.gov.uk/ukpga/2006/12/section/31>.

18 Void Tickets

18.1 Any Ticket obtained in breach of these Terms and Conditions shall be void and all rights conferred or evidenced by such Ticket shall be nullified.

18.2 Any Person seeking to use a Ticket obtained in breach of these Terms and Conditions in order to gain entry to or remain at a Session may be considered to be a trespasser and may be liable to be ejected and liable to legal action.

19 Spectator Policy

19.1 Personal property

19.1.1 There will be no storage available at the Venues, save for limited space afforded to children's buggies, prams and wheelchairs.

19.1.2 LOCOG has the exclusive right to determine what objects may be brought into a Venue by a Ticket Holder. LOCOG will not store confiscated and/or unauthorised material at a Venue and a Ticket Holder will have no right for the item to be returned.

19.2 Prohibited and restricted items

19.2.1 Ticket Holders are prohibited from transporting into a Venue any firearm, ammunition, dangerous weapon or object, explosive, chemicals or incendiary device. Any Ticket Holder who is found to be in possession of any of the above items will have the items seized, shall be removed from a Venue and may be subject to arrest and/or prosecution by the relevant authorities.

19.2.2 No objects that may cause damage to Persons and/or property, or cause disturbance to the regular and orderly execution of a Session (as determined by LOCOG in its sole discretion), may be brought into a Venue.

19.2.3 The following is a non-exhaustive list of restricted items which may not be taken into a Venue (**LOCOG reserves the right to amend this list, generally, or in respect of any Venue or Session**): food (save for baby food), alcoholic and non-alcoholic beverages (save for baby milk and other valid medical reasons), liquids in containers of greater than 100ml in size, needles (save as required for valid

medical reasons), animals (save for assistance or guide dogs), weapons (including knives), illegal drugs, other illegal substances, fireworks, firecrackers, poles, flagpoles, sticks, large photography equipment (e.g. tripods), bats, umbrellas and other blunt instruments, motorcycles, bicycles, roller-skates, skateboards, or other types of skates, electronic transmitting equipment, flags of countries not participating in the Games, large flags or banners, horns, whistles, drums, rattles, musical instruments, lasers or any other devices that in the opinion of LOCOG may disturb a Session (including mobile telephones), objects bearing trademarks or other kinds of promotional signs or messages (such as hats, T-shirts, bags, etc) which LOCOG believes are for promotional purposes, counterfeit products, balls, rackets, frisbees or similar objects, large quantities of coins, lighters, advertising or promotional material of any kind, printed matter bearing religious, political or offensive content or content contrary to public order and/or morality, bottles or containers made of glass or other material, flasks, thermoses, refrigerators, large objects such as suitcases or bags, and in general any material that LOCOG may deem dangerous or that may cause damage or disruption to a Session.

19.3 Forbidden behaviour

19.3.1 Any behaviour by a Ticket Holder that, in LOCOG's view, creates a dangerous situation, puts at risk an individual's personal security, is against public order, interferes in any way with the orderly execution of a Session or disrupts the enjoyment of a Session is forbidden and may result in a refusal of admission to or removal from the Venue without refund.

19.3.2 The following is an illustrative list of prohibited and restricted behaviour within any Venue: fighting, public drunkenness, smoking, gambling, unauthorised money collection, any activity related to marketing or advertising (including, for the avoidance of doubt, individual or group ambush marketing), activity or protest related to unions, political or religious subjects, sale of goods by unauthorised individuals or in unauthorised places (booths, mobile fast food restaurants, refreshment areas, etc), unauthorised Ticket sales, unauthorised transmissions and/or recording through mobile telephones or other instruments (video cameras, tape recorders, etc), entry of unauthorised journalists/reporters with taping or recording equipment and/or video cameras, flash photography, attempting to access restricted areas, requesting money or other goods without authorisation (for example, musicians or singers at the entrance to or in the Venue, charity collectors, beggars), standing on Ticketed seats, interfering with the operation of a Session, disturbing other Ticket Holders' enjoyment of a Session, disrupting the comfort or safety of other Ticket Holders and any other activity that LOCOG deems dangerous or inappropriate.

19.4 Security inspections

19.4.1 LOCOG may conduct security searches to ensure safety at a Session.

19.4.2 A Ticket Holder who rejects a security search or refuses to comply with rules and security notices published by LOCOG will be required immediately to leave the Venue without refund to the Ticket Holder or Purchaser.

19.5 Prompt attendance

Ticket Holders should allow sufficient time before the commencement of a Session to access the Venue. Ticket Holders arriving after the commencement of a Session may be required to wait for an appropriate break in a Session before being granted access to his or her Ticketed seat.

19.6 Filming, photography and taping

19.6.1 Ticket Holders consent to being photographed, filmed or taped, by LOCOG, by the IOC, by the IPC, or by third parties appointed and/or authorised by them.

19.6.2 LOCOG, the IOC, the IPC or third parties appointed and/or authorised by them shall, without requirement of the payment of money or other form of consideration, have the right to broadcast, publish, license and use any such photographs, films, recordings or images of a Ticket Holder in perpetuity.

19.6.3 Images, video and sound recordings of the Games taken by a Ticket Holder cannot be used for any purpose other than for private and domestic purposes and a Ticket Holder may not license, broadcast or publish video and/or sound recordings, including on social networking websites and the internet more generally, and may not exploit images, video and/or sound recordings for commercial purposes under any circumstances, whether on the internet or otherwise, or make them available to third parties for commercial purposes.

20 General

20.1 These Terms and Conditions shall not affect a Person's statutory rights as a consumer.

20.2 Any information requests relating to Tickets should be addressed to the relevant customer service centre detailed on www.tickets.london2012.com or the website of the ATR from whom the Ticket purchase was made.

- 20.3 If LOCOG or an ATR delays or fails to enforce any of these Terms and Conditions it shall not mean that LOCOG has waived its right to do so at any subsequent time.
- 20.4 If any of these Terms and Conditions cannot be enforced for any reason this shall not prevent the remaining provisions from continuing to apply.
- 20.5 Any Person, other than a Games Body, the Venue Owner or ATR, not party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the Act).
- 20.6 These Terms and 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 Terms and Conditions which is not already set out in these Terms and Conditions.
- 20.7 These Terms and Conditions have been drafted in English. Translations of these Terms and Conditions may be made available by ATRs. In the event of any discrepancy between the English and translated version of these Terms and Conditions, the English translation shall prevail.
- 20.8 The Terms and Conditions are governed by English Law and any disputes arising out of any transaction with LOCOG are subject to the exclusive jurisdiction of the English Courts.