Newcastle United Football Company Limited

Event Ticket Terms and Conditions

The following terms and conditions apply to Tickets for Event(s) purchased from the Promoter or via the Club (the "**Event Ticket T&Cs**"). By entering the Stadium with a Ticket(s) purchased from the Promoter or via the Club, Ticket holders will be taken to have accepted these Event Ticket T&Cs.

In these Event Ticket T&Cs, the following words and phrases shall have the following meanings (unless stated otherwise):

"**Artist**" means the artist performing at the Event, as outlined on the Ticket;

"**Club**" means Newcastle United Football Company Limited, (company number: 00031014) whose registered office is at St. James Park, Newcastle Upon Tyne, Tyne and Wear, NE1 4ST;

"**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time including (where and to the extent applicable) the EU GDPR, the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) (as amended) and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) as amended together with guidance and codes of practice issued by the Information Commissioner's Office or any other relevant supervisory authority;

"**Event**" means the Artist's concert scheduled to take place at the Stadium at the time and date specified on the Ticket;

"**Ground Regulations**" means the ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Stadium, a copy of which is available on the Website;

"Hospitality Package" means a right of admission to the Event granting access to a designated hospitality area and/or stadium seating area of the Stadium, with such hospitality and related rights as may be determined by the Club;

"**Promoter**" means Kilimanjaro Live Limited (company number 06355160) whose registered office is at First Floor, Northburgh House, 10 Northburgh Street, London, EC1V 0AT;

"**Stadium**" means St. James Park, Newcastle Upon Tyne, Tyne and Wear, NE1 4ST;

"Ticket(s)" means any standard ticket(s) relating to the Event (which, for the avoidance of doubt, shall exclude Hospitality Package ticket(s) for the Event to which alternative terms and conditions shall apply and may be found on the Website); and

"Website" means the Club's website: www.newcastleunited.com

1. This Ticket is a personal, revocable licence and at all times, remains the property of the Promoter. This Ticket must be surrendered to the Promoter upon request.

2. This Ticket is sold by (i) in the case of an accessible Ticket, the Club for and on behalf of the Promoter (see clause 35 below) and (ii) in the case of general admission, the Promoter directly or the Club (if purchased via the Website). Any Ticket(s) purchased by business or traders, or with the intention of reselling for profit or commercial purposes, in breach of the Event Ticket T&Cs will be cancelled. By accepting these Event T&Cs s, you confirm that you are a consumer. Hospitality Packages are expressly excluded from these Event T&Cs and may be purchased separately subject to the Club's terms and conditions found on the Website.

3. This Ticket will IMMEDIATELY BECOME INVALID IF RESOLD OR OFFERED FOR SALE unless the sale is through the Artist's, Promoter's or Club's official re-sale channels as advertised. Tickets sold via third parties and other unauthorised outlets, including online auction sites, are not valid for admission. The unauthorised resale of a Ticket renders it invalid and may lead to refusal of entry.

4. Ticket sales are limited to a maximum of 6 (six) Tickets per person (standing) or 6 (six) Tickets per person (seats).

5. To gain admission to the Event, the lead booker must bring:
   - The mobile Ticket(s) (hard copy tickets, printouts or screenshots will not be valid)
   - The booking confirmation
   - The debit or credit card used for the purchase (or a photo or photocopy of it)
   - A valid photo ID matching the name on the booking confirmation

   Failure to bring any of the items above will result in refusal of admission to the Event.

6. The Club is authorised to sell Tickets for the Event on behalf of the Promoter. Some promoters have their own terms and conditions, which may also apply to the purchase and use of Tickets for the Event. Should there be any inconsistency between the Promoter's terms and conditions and these Event Ticket T&Cs, these Event Ticket T&Cs shall take precedence.

7. A Ticket booking is not confirmed or guaranteed until full payment is received by the Club or Promoter (as applicable) via an accepted payment method.

8. Tickets may be in the form of mobile/bar code, email, wristband or chip technology or such other form that becomes available from time to time as determined by the Club or Promoter.

9. Only persons holding a valid Ticket will be admitted to the Event. Any attempt to enter the Stadium for the Event with invalid or fake or counterfeit Ticket(s) will be refused.

10. A Ticket may be invalid if any part of it is removed, altered or defaced. The Club will not be responsible for any Ticket that is lost, stolen, damaged or destroyed and cannot duplicate any such Ticket(s).

11. Each Ticket is valid for one admission only and no re-entry to the Stadium will be permitted.

12. Children aged under 18 (eighteen) years may not enter the Stadium unless accompanied by an adult aged 18 (eighteen) years or over, and every person must be in possession of a valid Ticket for the Event they are attending, including babes in arms.

13. Children aged under 14 (fourteen) years cannot enter the standing area for the Event and must have a valid Ticket for one of the designated seated areas and be accompanied by an adult in accordance with clause 14.

14. No Ticket(s) may be purchased for children aged under the age of 14 (fourteen) years unless at least one Ticket for a person aged 18 (eighteen) years or over is also purchased in that same transaction.

15. Security officers at the Event are entitled to conduct security searches of persons and belongings. Any refusal to allow such searches will result in Ticket holders being refused entry to, or removed from, the Event. Ticket holders shall provide their name and address when asked to do so by any official, steward or employee of the Club.

16. The Club shall take reasonable steps to admit latecomers at a suitable break in the Event but cannot guarantee admission.

17. Ticket holders acknowledge that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used in televised coverage of Events and/or for promotional or marketing purposes by the Club or other third parties. Use of Tickets to enter the Stadium constitutes consent to such use, subject to clause 34 below.

18. Ticket(s) may not be offered as a prize in any promotions, competitions, sweepstakes or for other commercial purposes without the prior written consent of the Club. Any Ticket obtained by such means may be deemed invalid.

19. Subject to clause 3 above, Tickets must not be exchanged or resold unless the Club offers an authorised ticket exchange or resale facility. Resale or purchase of a Ticket other than through such a facility will render the Ticket invalid and shall entitle the Club to refuse admission to any person holding such a Ticket, or remove them from the Event. Ticket transfers will become available 1 (one) week prior to the Event on the platform on which the Ticket is purchased.

20. Ticket applicants must ensure they can attend the Event on the specified date before purchase. Once issued, Tickets are non-refundable, unless the Event is cancelled, postponed or there is a material change to the programme of the Event (that is, a change to the Event, which in the opinion of the Club, makes the Event materially different to the Event which Ticket holders could reasonably expect). In such cases, Ticket holders will be entitled to claim a refund from the entity that it purchased the Ticket from being either the Club or the Promoter. Any eligible refund(s) will be for the face value of the Ticket(s) purchased only. In order to claim a refund, please apply in writing to your point of purchase.

21. All advertised timings are approximate and subject to change. No refunds will be payable as a result of the Event not running to the advertised times.

22. The Club reserves the right to:

    a. amend the format and/or published details of the Event and where such amendments are not deemed to be material change(s) (in the opinion of the Club), refunds will not be payable and the Club will not be liable for any other costs or losses arising out of or in connection with such amendment(s); or

    b. cancel or postpone the Event at the discretion of the Club, including as a result of any cause beyond its reasonable control, subject to clause 20 above.

23. The Club reserves the right to provide alternative seating at an Event to those specified on the Ticket, provided they are of equal value to the seat specified on the Ticket.

24. Holders of unreserved or standing Ticket(s) acknowledge that their view may be restricted by other individuals. Ticket holders in a seated area acknowledge that, by the very nature of the Event, their view may be restricted by other individuals standing from time to time. The Club shall not accept any liability in relation to this.

25. The Club shall have no liability for:

    a. any loss, theft or damage to property or belongings brought into the Stadium, other than where loss or damage results from the Club's negligence;
    b. any indirect or consequential loss or damage;

c. loss of enjoyment; or
d. travel or accommodation costs in any circumstances.

26. Nothing in these Event Ticket T&Cs shall exclude or limit the Club's liability for death or personal injury caused by its negligence, or for any other form of liability that by law may not be excluded or limited.

27. All Ticket holders must abide at all times by the Ground Regulations and any other applicable laws, rules and regulations.

28. Save in respect of mobile telephones and cameras used for personal and private use only, Ticket holders shall not bring into (or use within) the Stadium any equipment that is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to an Event or any aspect of it. Any person acting in breach of this provision may have such equipment confiscated and/or will be required to deliver up any tapes, films, disks or other recordings or data to the Club.

29. The Club does not tolerate homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal or other). Any Ticket holder who is found or is reported to be abusing any member of the audience, member of staff or any other individual in or around the Stadium will face arrest and prosecution by the police.

30. The Club reserves the right, at its absolute discretion, to eject a Ticket holder from the Stadium, refuse a Ticket holder entry to the Stadium or ban a Ticket Holder from the Stadium for a period of time determined by the Club, if:
    a. the Ticket holder breaches any of these Event Ticket T&Cs (or the Club has reasonable grounds to suspect such breach) and/or the Ground Regulations;
    b. the Ticket holder is prohibited (by law or otherwise) from attending the Stadium or any other event venue anywhere in the world; or
    c. the Ticket holder has engaged or engages in any abusive, dangerous or other unacceptable behaviour (including but not limited to the behaviour listed in clauses 29 and 31 and the prohibited behaviour listed in the Ground Regulations) in or around the Stadium or in any other public event venue anywhere in the world.

31. Without prejudice to the general nature of clause 30, the following actions shall constitute a serious breach of these Event Ticket T&Cs:
    a. smoking in the Stadium (including the smoking of electronic cigarettes which is banned in the Stadium);
    b. being (or appearing to be) intoxicated;
    c. persistent standing in seated areas whilst the Event is in progress;
    d. the deliberate misuse of a Ticket;
    e. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
    f. the throwing of any object within the Stadium that may cause injury or damage to people or property;
    g. the use of foul, obscene, abusive and/or racist language and/or gestures;
    h. the chanting of anything of an indecent or racist nature;
    i. fighting, or engaging in and/or inciting violence;
    j. bringing any of the following into the Stadium (or using them within the Stadium): illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; bottles; glass vessels or any item that might be used as a weapon or could compromise public safety;
    k. bringing any food or drink into the Stadium that has been purchased outside of the Stadium;
    l. bringing any items into the Stadium which artists performing at the Event have specifically asked to be prohibited;
    m. entering the performing area, the backstage area or any other prohibited areas;

n. the supply of any misleading or incorrect information in any application; and
o. any breach of clause 28 above.

32. All Tickets will remain the property of the Promoter at all times and may be confiscated, cancelled or withdrawn by the Club in accordance with these Event Ticket T&Cs at any time. Tickets must be produced along with evidence of identity if required by any official, steward or employee of the Club or any police officer.

33. Possession of a Ticket does not confer any rights on the Ticket holder to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos or other intellectual property appearing on the Ticket, or used in connection with the Event.

34. Ticket holders acknowledge and agree that the personal data provided by them to the Club and/or Promoter in the purchase and use of Ticket(s) shall be collected, stored and used by the Club and/or Promoter in accordance with applicable Data Protection Legislation. If a Ticket is purchased via the Club, then your Ticket information may be shared with the Promoter. How the Club uses any personal data provided to it is set out in our Privacy Notice: Newcastle United - Privacy Policy (nufc.co.uk). If you have purchased a Ticket from the Promoter directly, or via an approved resale method as outlined in clause 3 above, the relevant privacy policy of the Promoter or resale site will also apply to use of your personal data.

35. Persons requiring accessible seating, wheelchair bays or walking ambulant seats at the Event should contact the Club directly on 0344 372 1892 to purchase Tickets. Proof of disability (that is, statement of medium or high rate DLA for care / mobility, enhanced PIP for care / mobility along with further eligibility found on the Website) will be required and any Tickets purchased will be placed on hold for 3 (three) working days whilst the Club awaits such proof. If the proof is not received by the end of this period, the Tickets will be released for sale and the Ticket holder(s) will be issued with a refund. Proof of disability can be sent toaccessibility@nufc.co.uk or posted to Newcastle United Football Company Limited, St. James Park, Newcastle Upon Tyne, Tyne and Wear, NE1 4ST (marked FAO: The Box Office).

36. The Club will provide a free personal assistant seat for Ticket holders with wheelchair bays and will provide Ticket holders with walking ambulant seats with a free personal assistant seat if required. Please be aware that the availability of both wheelchair bays and walking ambulant seats is limited and the Club operates allocation on a first-come first-served basis. For wheelchair bay and ambulant seat Ticket holders, some provision may be made for additional friends and family members. However, due to limited seat availability in areas around designated wheelchair and ambulant disabled seating areas, provision of additional seats is limited to a maximum of 4 (four) people per booking. Bookings for friends and family members must be made together, at the same time. Provision of such seats is limited and will be sold on a first come, first served basis. The Club cannot guarantee additional friends and family seats will be situated adjacent to wheelchair or ambulant seats but it will endeavour to situate such seats as close as possible. For safeguarding reasons, the Club will not allow any child under 14 to sit more than 2 (two) seats away from a responsible parent or guardian aged over 18.

37. Parking is not included in the Ticket price and any available parking advertised by the Club shall be subject to the Club's separate Car Park Terms and Conditions.

38. Please note that special effects (e.g. strobe lighting) may be used during the Event and that exposure to loud noise is likely.

39. The Club reserves the right to amend these Event Ticket T&Cs from time to time, any such changes shall be notified to you in advance of those changes taking place.

40. If any provision of these Event Ticket T&Cs is found to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions of these Event Ticket T&Cs.

41. The Club's failure to exercise, or delay in exercising, any right, power or remedy provided by these Event Ticket T&Cs or by law shall not constitute a waiver of that right, power or remedy.

42. Our Box Office will do their best to resolve any problems you may have with us in relation to the Event: Telephone 0344 372 1892 or email boxoffice@nufc.co.uk.

43. These Event T&Cs are governed by English law. As a consumer, wherever you live, you can bring claim(s) against the Club and/or Promoter (as the case may be) in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claim(s) against the Club and/or Promoter in the courts of the country you live in.