

1) KEY TERMS

- a. By buying a ticket you are deemed to have accepted the t&cs
- b. By entering the venue you are deemed to have accepted the ground regulations
- c. We reserve the right to remove people who are behaving unreasonably or prohibited items
- d. After a minimum 15 minutes of play you are NOT entitled to a refund
- e. All bags will be searched on entry to the venue

2) Website T+Cs – NB NO FORCE MAJEURE CLAUSE OR CANCELLATION FOR INSURED COVER

1. THE ORGANISER

The organiser of Chestertons Polo in the Park (or as renamed from time to time) at Hurlingham Park, London SW6 (or as located elsewhere from time to time) (the “**Event**”) is **Sportgate International Ltd** (the “**Organiser**”), a private limited company registered in England and Wales (Reg. No. 9255348) with a registered address at The Engine Rooms, 150A Falcon Road, London, SW11 2LW and references to “**we**”, “**us**” and “**our**” in these Terms means the Organiser.

2. UNDERSTANDING THESE TERMS

- 2.1. These terms and conditions (“**Terms**”) set out the terms on which any person (“you” or “your”) may purchase and use a ticket to attend the Event.
- 2.2. We use a third party ticketing platform operated by Universe Experiences Inc. (“**Universe**”), which processes all ticket sales on our behalf. When purchasing a ticket from us, in addition to these Terms, you are required to agree to Universe’s terms and conditions (available at <https://www.universe.com/terms#EUNEW>).
- 2.3. If you purchased your ticket through a ticketing platform other than Universe, these Terms will still be applicable and will have priority over any other terms or conditions you may have agreed to.
- 2.4. By purchasing or being issued with a ticket, you, and any other person who receives a ticket purchased by you, accept, agree to be bound by and comply with these Terms and:
 - 2.4.1. the Ground Regulations, as set out in Annex A and at each entrance to the venue via a QR code.
 - 2.4.2. any other Event-specific or ticket-specific terms notified to you by us or Universe prior to your purchase of a ticket; and
 - 2.4.3. any terms and conditions provided by our authorised official partners who may sell, allocate and issue Event tickets on our behalf and/or provide services in relation to Eventsall of which are hereby duly incorporated into these Terms.
- 2.5. If you have made any other purchases alongside Event tickets, such purchases may be subject to additional terms and conditions, including those of our official partners. Such additional terms and conditions shall be notified to you at the time of making such purchase, but will only override these Terms to the extent that such terms and conditions are stated to have priority over these Terms, otherwise these Terms will have priority in the event of any inconsistency.

- 2.6. If there is any inconsistency between these Terms and any other terms and conditions applicable to an Event, then these Terms will prevail (unless the other terms and conditions are expressly stated as overriding these Terms).
- 2.7. These Terms incorporate the Ground Regulations. By purchasing an Event ticket, you agree to comply with the Ground Regulations. To the extent there is any inconsistency or ambiguity between these Terms and the Ground Regulations, then the Ground Regulations shall prevail.

3. TERMS OF PURCHASE

- 3.1. Tickets for an Event must be purchased for use solely by you or by your invited guests (“**Guests**”).
- 3.2. You may gift your Event tickets to a Guest provided that:
 - 3.2.1. you notify and inform them that their use of the gifted tickets will be subject to these Terms;
 - 3.2.2. the Guest is known to you personally, such as your family and friends, and the ticket is for their personal use only;
 - 3.2.3. the gift is not made in consideration of any payment or benefit in excess of the face value of that ticket; and
 - 3.2.4. you procure that each of your Guests comply with these Terms and you shall be responsible for the conduct of your Guests and their compliance with these Terms.
- 3.3. Save as expressly set out in these Terms, tickets are non-refundable and cannot be exchanged or transferred. You shall not, and shall procure your Guests shall not, offer to sell a ticket, expose a ticket for sale, make a ticket available for sale by another person and/or advertise that a ticket is available for purchase other than to the extent expressly permitted by these Terms.
- 3.4. All rights conferred to you in connection with your purchase of a ticket, including the right to attend the applicable Event, shall be immediately cancelled if you fail to pay any sums owing to us or our official partners in respect of that ticket or the applicable Event.
- 3.5. All tickets must be used in accordance with these Terms. You may be refused admission to or ejected from an Event without refund or compensation if you and/or any Guest are in breach of the Terms, including the Ground Regulations or if you or your Guest behaves in an illegal, inappropriate or disruptive manner at the Event.
- 3.6. Any ticket obtained or used in breach of these Terms shall be automatically void, and all rights conferred or evidenced by such ticket shall be immediately cancelled. If you or a Guest seeks to use a ticket in breach of these Terms in order to gain entry to an Event, you and they shall be a trespasser and may be refused entry to, or ejected from, that Event.
- 3.7. Event tickets are sold subject to availability and we reserve the right, at our discretion, to limit the number of tickets being sold or available for purchase by a single person and to withdraw from sale, refuse to sell or cancel orders for tickets where an Event ticket has been paid for with the same credit or debit card, or applied for under the same shipping and/or email delivery address or in circumstances where we believe a person intends to offer an Event ticket for resale.
- 3.8. We will not be responsible for any inaccurate information you provided during the process of purchasing your Event ticket. Accordingly, we will not be liable for any non-delivery of your ticket due to any incorrect information you have provided.
- 3.9. Tickets will at all times remain our property. In the event that your delivery information has changed after you purchased an Event ticket, you must contact us immediately to provide

updated delivery information and you will be obliged to pay any additional delivery costs incurred by us in delivering the Event ticket to your new address.

- 3.10. You must not use Event tickets as prizes in promotions, hospitality or travel packages, auctions, sweepstakes, fundraising, raffles, lotteries or competitions (including those arranged for charitable purposes) without our prior written consent.
- 3.11. If you cannot attend the Event to which your ticket(s) relate, we may agree, at our discretion and in accordance with these Terms, to exchange or transfer your tickets.

4. EXCHANGE OF TICKETS

- 4.1. Neither we nor our partners are bound or required in any way to exchange your tickets. Ticket exchanges will, in each case, be offered at our sole discretion and subject to availability.
- 4.2. To discuss the possibility of exchanging your ticket(s), you must contact us no less than 14 days before the start date of the Event as shown on your ticket. Ticket exchange enquiries should be directed to info@sportgateint.com.
- 4.3. In no circumstances will tickets be exchanged by us if they have been, or if we have reasonable reason to believe they have been, used, or transferred by or to you, in breach of these Terms.

5. TRANSFER/RESALE OF TICKETS

- 5.1. Event tickets must not be purchased for resale above face value or for any commercial gain.
- 5.2. If you cannot attend the Event to which your ticket(s) relate, you may gift your ticket(s) to a Guest in accordance with clause 3.2.
- 5.3. We reserve the right to cancel and reject any Event ticket that is transferred in breach of these Terms (including where resold above face value or for commercial gain or via an unauthorised resale platform) and if you hold such a ticket, we shall be entitled to refuse your admission to the Event.
- 5.4. We are not responsible for any loss suffered by you in connection with tickets purchased or sold in breach of these Terms. Any claims for compensation or recourse shall be directed to such third parties responsible for the purchase or sale of such tickets in those instances.

6. REPLACEMENT OF TICKETS

- 6.1. Provided that you are not in breach of these Terms, we will replace any lost, damaged or stolen Event tickets in accordance with this clause 6. We will not replace any ticket to the Event if you are in breach of these Terms or if we have reasonable reason to believe that the relevant Ticket is not lost, damaged or stolen.
- 6.2. You agree to co-operate with us and provide us any documentary evidence we may reasonably require in order to replace a lost, damaged or stolen ticket.
- 6.3. Any replacement ticket issued by us will immediately invalidate the original ticket that has been lost, damaged or stolen, including if such ticket is subsequently found, repaired or returned.

7. REFUNDS OF TICKETS – CANCELLATION AND CURTAILEMENT

- 7.1. We reserve the right, acting reasonably, to cancel, reschedule and/or close an Event at any time (for example and without limitation, due to unfavourable weather conditions, security concerns, or for any other reasonable cause as determined by us).
- 7.2. You will be entitled to a refund for your Event tickets only in the following circumstances:

- 7.2.1. an Event is cancelled or rescheduled by us, except where 15 minutes or more polo has been played on the day of the Event (with such timings recorded and decided by us in our sole discretion) and except if such cancellation or rescheduling is the result of a force majeure event, in which case clause 7.7. will apply; or
- 7.2.2. the circumstances set out in clause 11.8 apply.
- 7.3. If you are entitled to a refund in accordance with clause 7.2., the refund will be for no more than the face value of the refunded ticket in each case. All refunds will be made to the original purchaser of the Event ticket in each case.
- 7.4. If you are entitled to a refund in accordance with clause 7.2., as an alternative to a refund, we may offer you tickets to a different Event, to a rescheduled Event or the option to donate the face value of the ticket to us as a charitable donation. If you choose any of these alternatives, you will have no further rights in respect of your ticket for the cancelled Event. If you do not choose any of these alternatives, you will remain entitled to a refund in accordance with clause 7.2..
- 7.5. If you believe you are entitled to a refund but have not been contacted by us, you must apply for a refund within 30 days of the date you became entitled to that refund. Failure to apply for a refund within this 30-day period, will result in the expiration of your right to a refund. Refund applications should be sent to info@sportgateint.com.
- 7.6. We shall have no liability whatsoever to you or any Guest or ticket holder for the cancellation, rescheduling or closure of an Event (in whole or part) except to the extent provided by clause 7.2.
- 7.7. We shall have no liability whatsoever to you or any Guest or ticket holder for any delay to or cancellation of an Event or failure to perform our obligations under these Terms where caused by a Force Majeure Event. For the purposes of these Terms, a "**Force Majeure Event**" shall mean any circumstance beyond our reasonable control including, without limitation, war, riot, sabotage, civil commotion, terrorism, threat of terrorism, explosion, lightning, earthquake, hurricane, storm, fire, flood and other extreme weather or environmental conditions, Pandemic Event (as defined below), loss of utilities, strike, lock out or industrial dispute and governmental or regulatory authority action.
- 7.8. "**Pandemic Event**" shall for the purposes of these Terms mean the COVID-19 pandemic (including all variants thereof) or other any epidemic, pandemic, endemic or widespread global or regional illness from time to time (including any events arising out of and/or attributable to such diseases, by way of example, but without limitation, lockdown, restrictions or guidance in relation to mass-events, travel restrictions or quarantines).

8. CHILDREN

- 8.1. Child tickets are only available for Events being held on a Sunday.
- 8.2. If you are planning to bring a child to an Event that is younger than 3 years of age on the date of the Event, you are required to book a free ticket for that child.
- 8.3. All persons aged 3 or older, but younger than 18, as at the Event date, must have a child ticket in order to attend the Event.
- 8.4. All persons under 17 years of age on the date of the Event will only be permitted to attend the Event if accompanied by someone aged 18 or older who holds a valid ticket to that Event.
- 8.5. Children attending an Event must, at all times during the Event, be wearing an approved wristband. Any children who are not wearing an approved wristband may be refused admission to or ejected from the Event (along with an accompanying attendee aged 18 or older if the child is aged under 17 years of age).

- 8.6. We reserve the right to update the Event policy on children attending our Events at any time and, where reasonably practical, we will notify you of those changes in writing in advance.

9. EXHIBITORS

- 9.1. Events may include the display, marketing and/or sale of goods or services by third party exhibitors.
- 9.2. We do not endorse third party products or services and accept no liability in respect of any defective products or services provided by any third party exhibitor to you.
- 9.3. If you purchase any goods or services from third party exhibitors at the Event, such contract will be entirely between you and the relevant third party exhibitor. We shall not be a party to and will not be liable to you in connection with such arrangement.
- 9.4. Any complaints in respect of third party goods or services should be made directly to the relevant third party exhibitor providing such goods or services.
- 9.5. We may make changes to the format, layout and nature of the Event and make no guarantee that any particular exhibitor or person shall attend the Event.

10. PRIVACY

- 10.1. When you purchase a ticket for an Event and attend an Event, we will process your personal data in accordance with our privacy policy, which is available at <https://www.poloontheparklondon.com/about-polo-in-the-park-london/privacy-policy.html>, for purposes relating to your attendance at the Event, including, but not limited to, arranging for your tickets to be dispatched, providing you with goods and services you may have ordered and sending you Event information.
- 10.2. Please note that CCTV cameras will be operating at all Events for the purpose of crime prevention and public safety and that, by agreeing to these Terms, you agree to and acknowledge the presence and recordings of such CCTV cameras.
- 10.3. Filming, photography and broadcasting may take place during Events and you acknowledge and agree that by attending an Event your images may be captured and used in connection with the purposes for which such filming, photography or broadcasting takes place (for example, a television broadcast or video footage). You give your express consent for the use of your actual or simulated likeness and voice, throughout the world, in connection with the production, exploitation and advertising of Events without compensation or credit.

11. GENERAL

- 11.1. Without prejudice to any other limitation or exclusion of liability set out in these Terms and to the fullest extent permitted by law, the total liability of the Organiser to you in contract, tort or otherwise including negligence (save for any liability arising from death or personal injury due to the negligence of the Organiser or its employees which shall be unlimited) arising out of or in connection with these Terms or in relation to the Event shall not exceed the total amount paid by you hereunder.
- 11.2. We reserve the right to take legal action against you, your Guests or any ticket-holders in the event of a breach of these Terms.
- 11.3. If you are entitled to any concessions or discounts in relation to your Event ticket purchase, these must be brought to our attention no later than the time of purchase. The same shall apply to any child tickets. We may require you to provide proof of your eligibility for whichever concession or discount you have used to purchase your Event ticket. Failure to provide suitable proof of eligibility for the relevant concession or discount may result in you being refused entry to the Event, or being asked to pay the full price of an adult ticket. No concessions or discounts will be applied retrospectively to Event tickets you have already purchased.

- 11.4. If an Event ticket has been purchased on the basis of a concession entitlement, that ticket may only be used by a person qualifying for that concession. For example, a child ticket may only be used by someone aged 3 or older, but younger than 18, as at the Event date.
- 11.5. Your purchase and possession of an Event ticket does not confer any rights on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the ticket or at the Event.
- 11.6. You and/or any Guest may be required at any time whilst at the Event to produce a ticket for inspection by us. Re-admission to an Event will only be granted at our discretion and will, in any event, require the presentation of your ticket for inspection.
- 11.7. We reserve the right to change any Event schedule if we determine it reasonably necessary and we shall provide you with notice of any change to the extent it is reasonably practical to do so.
- 11.8. We reserve the right, at our discretion, to change these Terms from time to time and, where reasonably practical, we will notify you of those changes in advance of the Event to which your ticket(s) relate. If we make changes to these Terms that materially alter the Event or your rights and obligations under these Terms, you shall be entitled to a refund, provided that you notify us within 30 days of us notifying you of the updated Terms.
- 11.9. Each of the clauses of these Terms operates separately. If any court or relevant authority of competent jurisdiction decides that any of the clauses of these Terms are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 11.10. These Terms, the Ground Regulations and the privacy policy constitute the entire agreement between you and us in relation to your Event tickets.
- 11.11. If we do not insist, in a particular instance, that you perform an obligation under these Terms, or if we do not enforce our rights against you (or delay doing so), that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. Any waiver by us will only be given in writing and will never, unless explicitly stated, constitute a waiver of any subsequent compliance with these Terms.
- 11.12. No person who is not a party to these Terms shall have any rights under the Contracts (Rights of Third Parties) Act 1999.
- 11.13. These Terms, and any dispute or claim arising out of or in connection with them, are governed by the laws of England and Wales. You agree that any disputes, claims or proceedings relating to these Terms shall be subject to the exclusive jurisdiction of the English Courts.

12. COMPLAINTS

If, for any reason, you wish to make a complaint, we will endeavour to resolve the issue and avoid any recurrence. Please contact info@sportgateint.com with any complaint before an Event and if you experience any issues during the event, please bring this to the immediate attention of a member of staff or email info@sportgateint.com within 14 days of your visit.

ANNEX A

GROUND REGULATIONS

1. These event regulations (“**Ground Regulations**”) apply to any person who attends an Event or the surrounding areas or other property controlled by the Event organiser. By seeking entrance to, or entering, an Event you are deemed to have accepted and agree to these Ground Regulations.
2. Entry to an Event requires a valid ticket. We reserve the right to request that you produce a valid ticket and photo identification at any time at the request of authorised personnel.
3. In order to gain entry to an Event, a valid ticket, that has not been defaced or damaged, must be presented in its entirety at the specified entrance(s).
4. If you enter an Event you must comply with any oral and/or written instructions issued by us, or Event management personnel, Event security staff, Event staff, Event stewards and/or police officers. We reserve the right to refuse you admission, or to eject you from the Event, if you do not comply with an oral and/or written instruction. If your admission to the Event is lawfully refused or refused in accordance with the Ground Regulations or the Terms of an Event ticket, or if you are reasonably ejected or excluded from the Event for any reason, no money will be refunded nor will compensation be provided.
5. You and your property may be searched by authorised personnel on entry to the Event and at any other time during the Event. Failure to submit to any requested search by authorised personnel will result in refusal of admission or ejection.
6. We are entitled to refuse admission to or eject you from the Event if we deem it appropriate, provided we act reasonably in doing so.
7. We reserve the right to amend these Ground Regulations from time to time.
8. The following activities are prohibited and any person who, in our reasonable opinion, carries out, or is likely to carry out, such an activity may be ejected from the Event and refused re-entry:
 - 8.1. the use of foul or abusive language, obscene or indecent gestures or chanting, including threatening, abusive or insulting language directed to a person by reason of their colour, race, sexuality, nationality (including citizenship) or ethnic or national origins;
 - 8.2. any dangerous behaviour;
 - 8.3. any unnecessary noise or behaviour likely to cause distress, confusion or nuisance of any kind and/or interrupt filming;
 - 8.4. climbing onto buildings, fences, walls, structures or fittings within the Event;
 - 8.5. obstruction of gangways, access ways, exits, entrances and stairways;
 - 8.6. unauthorised carrying, wearing, distribution, displaying or other use of promotional, commercial, offensive, political or religious printed matter, including, but not limited to, leaflets, banners, clothing, signs, symbols;
 - 8.7. carrying, wearing distribution, displaying or other use of ambush marketing (the use of the publicity value of the Event without having any official involvement or connection with it) material.
9. There will be no storage facilities at the Event, so we recommend that you do not bring a bag.

10. If you do need to bring a bag, you must ensure it complies with the following requirements:
 - 10.1. the maximum size of bag permitted is 297mm x 210mm x 210mm;
 - 10.2. only one bag is allowed per person;
 - 10.3. all bags will be subject to search upon entry.
11. The following items are prohibited ("**Prohibited Items**") within the Event:
 - 11.1. all food items, excluding baby food;
 - 11.2. all drinks, excluding water in plastic bottles;
 - 11.3. liquids, aerosols, and gels in quantities greater than 100ml, except sunscreen;
 - 11.4. tents, placards, spray paint, high viz vests / tabards, tins of paint, or any other item which could be used to demonstrate or protest within the venue or sabotage property;
 - 11.5. glass bottles, excluding medication containers;
 - 11.6. walkie-talkies, phone jammers and radio scanners;
 - 11.7. bicycles, folding bikes, roller-skates and skateboards;
 - 11.8. all types of knives and bladed items, including pocket knives and knives carried as part of cultural dress, excluding the Sikh article of faith kirpan/ceremonial dagger);
 - 11.9. offensive weapons or implements, such as bayonets, flick knives, extendable batons, modified belt buckles and loose blades modified into weapons;
 - 11.10. personal protection sprays, such as CS or pepper sprays;
 - 11.11. firearms and ammunition, including replicas, component parts of any device suspected to be a firearm;
 - 11.12. fireworks, explosives, flares and smoke canisters;
 - 11.13. hazardous and toxic materials;
 - 11.14. controlled drugs, including substances which look like controlled drugs;
 - 11.15. items that resemble prohibited items, such as replica guns or hoax explosive devices;
 - 11.16. picnic hampers / cool boxes;
 - 11.17. laser pointers and strobe lights;
 - 11.18. balls, rackets, frisbees or similar objects or projectiles;
 - 11.19. noise makers, such as hunting horns, air horns, klaxons, drums, vuvuzelas & whistles;
 - 11.20. drones or any other form of 'Unmanned Aerial System'.
12. If you are found with a Prohibited Item, this item will be confiscated by authorised personnel and you may be ejected from the Event or refused entry into the Event. The item will be disposed of without compensation, unless you return the item to a safe place.
13. You must not undertake any ambush marketing.

14. You must not breach or infringe the rights of any sponsors, suppliers, broadcasters or other parties commercially associated with the Event.
15. You must not, unless authorised by us in writing in advance, carry out at an Event any promotional or commercial activity, including distributing or offering for sale any newspaper, periodical, drink, food, merchandise, ticket or any other item or service.
16. You must not, unless authorised by us in writing in advance, organise at an Event a charitable collection.
17. The consumption of intoxicating liquors (including any alcoholic beverages) is permitted only in Event bars or other designated areas at Events during hours decided by the us or by authorised personnel at the Event. We reserve the right to close bars and any designated areas at Events at any time.
18. We may, at our absolute discretion, refuse to serve alcohol to any individual at any time.
19. Smoking, vaping and e-cigarettes are banned in all enclosed spaces at Events.
20. Please note that Events are temporary, outdoor events on open land and are subject to varying weather and ground conditions. Although some temporary trackway is laid, much of the Events are on open ground and appropriate care must be taken. We advise that attendees check the weather forecast for the day of your visit, consider the nature of the Event and the effects of any inclement weather on surface conditions, and wear accordingly suitable clothing and footwear. We reserve the right, at our discretion, to restrict access to areas of the Event site (for example, in extreme weather conditions).
21. Any photography, recording or filming at Events, or the use of cameras, phones, video or other recording or transmission equipment, shall be for personal use only and not for any commercial purposes. Any equipment used for commercial purposes may be confiscated if we suspect such commercial use. Any images, photographs or recordings taken at Events may not be sold or used commercially without our prior written consent. We (or our licensors) own all intellectual property rights in images or recordings taken within Events. You agree to transfer title to all intellectual property in photographs, images, or recordings taken at Events to us immediately to the extent required to comply with this clause.
22. Filming, photography and broadcasting may take place during Events and you acknowledge and agree that by attending an Event your images may be captured and used in connection with the purposes for which such filming, photography or broadcasting takes place (for example, a television broadcast). You give your express consent for the use of your actual or simulated likeness and voice, throughout the world, in connection with the production, exploitation and advertising of Events without compensation or credit.
23. We will be not be liable for any loss, theft, damage or injury to any person who enters an Event, any personal belongings, property, vehicle or the contents of any vehicle, however caused, save for any death or personal injury directly caused by our negligence or breach of any other statutory duty for which liability for cannot be excluded or limited by law.
24. You acknowledge that your attendance at Events and anything that you bring with you to Events will be at your own risk and liability.