

PURCHASE POLICY

Last Updated: 12 June 2026

Summary of key terms

You should take your time to familiarize yourself with all terms and conditions applicable to your Purchase (as defined below). In particular, please note that as more fully set out in this Policy (as defined below):

- when you make a Purchase, the terms set out in this Policy shall apply. Although some of the services included in a Package (as defined below) will be delivered by third parties (such as the Organizer (as defined below)), we are the party responsible for the provision of the services included in the Package to you;
- unless otherwise expressly agreed between the parties, all Purchases are final, non-transferable, non-resaleable, non-exchangeable and not redeemable for cash;
- Purchases are non-refundable save in the limited circumstances set out in this Policy;
- Elevate is not in control of what time, on which date, and at which location, the Event takes place. It is your responsibility to keep up-to-date with the time, date and location of the Event, and Elevate is not liable for any losses you suffer as a result of a change in the time, date and/or location of the Event. This includes (without limitation) any lost travel costs, hotel bookings or other services purchased by you from third parties; and
- you shall be responsible for the acts and omissions of any Guest in relation to this Policy.

Introduction

Welcome to the Elevate Purchase Policy (this "**Policy**"). By making a Purchase from ESV International Ltd. (a company registered in England and Wales with its registered office at 2nd Floor, 1 Hobhouse Court, London, United Kingdom, SW1Y 4HH, "**Elevate**", "**we**", "**us**", "**our**"), you ("**you**", "**your**", "**Licensee**", "**Purchaser**", "**Customer**") are entering into a legally binding contract with Elevate to purchase a Package pursuant to the terms of this Policy. This Policy is designed to ensure your understanding of the Purchase process and the accompanying policies and procedures governing your Purchase.

If you are making a Purchase on behalf of someone else and that someone else is paying for the Package, the terms and conditions contained in this Policy shall also apply to that person(s) (with that person constituting the Purchaser) and it is your duty to inform such person(s) of this Policy.

If the Package you purchase entitles you to bring guests with you to the Event, then any individual you bring with you to the Event to make use of the Package shall be a "**Guest**". You shall be responsible for each Guest's adherence in full with the terms set out in this Policy.

Please read this Policy carefully prior to making a Purchase from Elevate on this website, on any Third-Party Platform (as defined below) you may be directed to, or via any other medium (e.g., by

phone). This Policy is subject to, and is in addition to, any other policies, procedures, terms or conditions posted or provided by Elevate and/or found on any Third-Party Platform, including without limitation, any Terms of Use, Ticket Policies, Privacy Policy, or any other policies of Elevate or the applicable Third-Party Platform.

In making a Purchase, you will be considered either: (1) a "**Consumer**" meaning that you are acting for purposes that are wholly or mainly outside of your trade, business, craft or profession; or (2) a "**Business Customer**" meaning you are not acting as a Consumer. All terms in this Policy apply to both Consumers and Business Customers, save where: (i) a provision is stated expressly to apply to a Consumer in which case it shall apply only to Consumers; and (ii) a provision is stated expressly to apply to a Business Customer in which case it shall apply only to Business Customers.

1. Terms applicable to a Purchase

1.1 Your order is an offer to enter into a contract with us. The Purchase becomes effective as a binding contract on the terms of this Policy: (i) for online orders, when we confirm your offer and send an order confirmation; and (ii) for any other order processes, such as orders made by telephone, when we confirm that we have accepted your order and the Purchase is completed.

1.2 By making a purchase (each, a "**Purchase**") from Elevate of: (i) ticket(s) ("**Tickets**"); and (ii) pass(es), credential(s), travel package(s), hospitality, experience(s) (together with the Tickets, a "**Package**") to any sporting, musical or entertainment event (each an "**Event**" and collectively, "**Events**") you acknowledge and agree:

- (i) that the Purchase is a contract between you and Elevate and shall be governed by the terms set forth in this Policy;
- (ii) any part of the Package that is delivered within an Organizer's (as defined below) venue (such as entry to the venue using the Ticket) (the "**On-site Services**") means that you are entering the venue owned and/or operated by the applicable organizer and/or the venue(s) hosting the Event (the "**Organizer**"). When using the On-site Services, you are bound by the Organizer's terms and conditions, including:
 - (A) any terms set out with, or on the back of, any Pass (as defined below);
 - (B) the ticket terms and conditions applicable to that Ticket; and
 - (C) the ground regulations (or equivalent) imposed by the Organizer; and
- (iii) any other services included as part of a Package provided by any third-party travel or other service provider means that you are bound by that third party's terms and conditions applicable to that service (e.g., hotel, transportation provider, restaurant, etc.) (collectively, "**Third-Party Providers**"),

including, in the case of (ii) and (iii), any terms and conditions communicated to you via a Third-Party Provider's and/or Organizer's website(s) or mobile application(s) (each, a "**Third-Party Platform**").

1.3 You must be at least 18 years of age and possess the legal authority to enter into a

binding contract with Elevate in accordance with the terms and conditions of this Policy in order to make a Purchase.

- 1.4 You confirm that all information supplied by you or on your behalf in connection with the Purchase is true and accurate. You further agree to supervise all communications with Elevate under your name or account and to be financially responsible for all elements of your Purchase. Without limitation to the foregoing, any speculative, false, or fraudulent Purchase (including in anticipation of future demand or resale) is prohibited.
- 1.5 If you are a **Business Customer** then be sure to return to this Policy periodically to review the most current version of the Policy. We reserve the right, at any time and in our sole discretion, to change or otherwise modify this Policy without prior notice to you; however, the date of any effective changes shall be reflected at the top of this page and upon request we will provide you with information regarding any changes made.
- 1.6 If you are a **Consumer** then note that we may update this Policy from time-to-time. However, the version of the Policy accepted by you at the point of making a Purchase will apply to that Purchase.
- 1.7 This Policy is only available in the English language and we will not file the contract that forms between you and us.

2. Transaction Information; Revocable License; Refusal of Admission

- 2.1 Elevate shall not be obligated to provide you with your Package (or any element thereof) until Elevate receives full and timely payment of the total amount owed for your Purchase, as reflected at check-out, if your Purchase is made through this website or a Third-Party Platform, or on your order form, invoice or purchase order, if your Purchase is made via other means. If your Purchase includes Tickets or other deliverables, they will be delivered to you in accordance with the policies established by Elevate as disclosed to you at the time of your Purchase.
- 2.2 Elevate will provide you with the relevant Passes for your Purchase. Once provided, Elevate is not responsible for any subsequent lost, stolen, or destroyed Passes.
- 2.3 Before making a Purchase, carefully review your selections, including any information relating to the Event or other elements of your Purchase, and confirm all details of your Purchase prior to completing the same. Any changes you may request to your Purchase after your Purchase is complete will be made, subject to availability, in Elevate's sole and absolute discretion and may result in additional fees or costs. For certain Purchases, you may be eligible to submit a name change for your Purchase which, if applicable, will be communicated to you at the time of Purchase.
- 2.4 Each Purchase is a revocable license to attend the Event. We, or the Organizers, reserve the right to refuse admission to or to eject you and any other Guest from any Event or other elements of your Purchase (including those provided by Third-Party Providers, such as hotels), and/or to withdraw or refuse to provide services to you and

any other Guest if:

- (i) you or any Guest fail(s) to comply with this Policy or any other terms, conditions, policies or procedures applicable to your Purchase and/or the Event, including the rules, policies and procedures of any Third-Party Provider or Organizer, in whole or in part;
- (ii) you or any Guest fail(s) to comply with applicable law, rule, regulation, ordinance or order ("**Applicable Law**"), in whole or in part; and/or
- (iii) you or any Guest engage(s) in conduct deemed by us or any applicable Third-Party Provider or Organizer to be disorderly, annoying, illegal, vulgar, abusive, threatening, uncomfortable, aggressive, or out of compliance with this Policy or the applicable Third-Party Provider's or Organizer's terms, conditions, rules or policies,

(any such actions behavior, or conduct, collectively, "**Removal Behavior**").

2.5 Where we or the Organizers refuse admission or eject you or any other Guest from an Event or other elements of your purchase due to Removal Behaviour, you shall not be entitled to a refund of any portion of the price paid for your Purchase or any other form of compensation.

2.6 The Ticket and any other passes or forms of admission to the stadium (together, a "**Pass**") remain the property of the relevant Organizer. The Organizer reserves the right to require the immediate return of any Pass at any time. Any Pass which is obtained or used in breach of this Policy shall be automatically void and all rights conferred or evidenced by such Package shall be nullified. Any individual attempting to use a Pass in breach of this Policy to gain entry to the stadium or remain at an Event may be considered to be a trespasser and will be refused entry to, or ejected from, the venue in respect of that Event. In the event of any ejection or other withdrawal of the Pass in accordance with this clause 2.6, no refund shall be payable. Elevate and the Organizer further reserve the right to take any legal or disciplinary action against any person as it sees fit in connection with such matters, including a claim for an account of any profits made from an unauthorized use of the Pass. The unauthorised sale or disposal of a Pass may amount to a criminal offence, including under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006, and such sale or disposal is also illegal under the terms of section 2 of the Fraud Act 2006.

2.7 If you are a **Business Customer**:

- (i) Elevate makes no representations or warranties concerning the condition of any venue where an Event or any other element of the Package is to take place, or such venue's suitability for any particular purpose, and you accept the condition of any such venue "as is"; and
- (ii) if necessary, you may be relocated to an alternative seating location at any such venue in the sole discretion of Elevate and/or the applicable Third-Party Provider or Organizer and no such relocation shall entitle you to a refund, make-good or

other remedy if you are relocated to a comparable seating location in such venue.

- 2.8 If you are a **Consumer** then you or any Guest may be relocated to an alternative seating location at any such venue if reasonably required by Elevate and/or the applicable Third-Party Provider or Organizer. If the relocated seats have a lower face value than the face value of the seats you originally selected (the "**Face Value Difference**") then Elevate may offer you alternative goods and/or services to compensate you for the Face Value Difference. If you reject such offer of alternative goods and/or services then you may require Elevate to provide you with a pro-rata refund equal to the Face Value Difference. Save for the alternative goods and/or services or pro-rata refund set out in this clause 2.8, no such relocation shall entitle you to a refund, make-good or other remedy.
- 2.9 In connection with your Purchase, you may be asked to supply certain information relevant to the transaction, including, without limitation, payment information. We accept several methods of payment to accommodate your needs, including most major credit cards. You agree that any credit card information that you submit is true, accurate and complete, and you agree to immediately notify us if any information is inaccurate. You agree that you have the legal right to use any credit card(s) or other payment methods used in connection with a transaction.
- 2.10 Unless expressly stated on an applicable order form, invoice or purchase order, all amounts payable for your Purchase are due at the time of Purchase. When making a Purchase using a credit card, you authorize us to charge your credit card at the time you make the Purchase, and at any future dates in accordance with any agreed upon payment schedule. If you have made a Purchase pursuant to a payment schedule, you agree that the credit card that you have on file with us will be charged for the amounts and on the dates set forth in the payment schedule outlined in the applicable invoice or purchase order. You agree that if such credit card expires, is invalid, is deleted or is otherwise not capable of effecting payment on the dates set forth in your payment schedule, we will provide you notice and a period of up to 10 days to provide updated payment information to process the payment. If we do not receive payment within such 10-day period, your Purchase will be canceled and all prior amounts paid in respect of your Purchase will be forfeited and non-refundable.
- 2.11 You are solely responsible for any and all fees charged to your credit card by the applicable card issuer, bank or financial institution, including, without limitation, any credit card membership, overdraft or over-the-credit-limit fees. You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions set forth in this Policy in any manner, including disputing such Purchase with your credit card issuer, bank, or financial institution, or otherwise seeking a chargeback for amounts paid in respect of your Purchase. Some banks and credit card companies impose fees for international transactions. If you are making a Purchase from outside of the United Kingdom on a U.K. credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee.

2.12 The price of your Purchase may include costs in addition to those payable for Tickets to the applicable Event, including costs related to the other elements of the Purchase. As a result, please be aware that prices listed may be higher than the original face value price reflected on the face of the Ticket. Save as set out in clause 2.13 below, the price of your Purchase is deemed final once your order is confirmed. Once your order has been confirmed, if the price of any Tickets included in your Purchase increases prior to the Event, you will not be charged for the difference. Alternatively, if the price of the Tickets included in your Purchase decreases prior to the Event, no refunds or upgrades will be provided to you.

2.13 Sales taxes

- (i) If you are a **Business Customer**, unless otherwise noted at check-out and/or in an applicable invoice or purchase order, the total price of your Purchase is inclusive of all applicable sales, use and similar taxes. Accordingly, unless determined otherwise by a legitimate taxing authority, you shall not be liable for additional payment of sales, use or similar taxes in connection with your Purchase, all of which will be collected at Purchase. Notwithstanding the foregoing, to the extent we reasonably determine that additional taxes are applicable to your Purchase that were not included in the total price paid by you at the time of Purchase, you shall be solely responsible for such taxes and shall pay and/or be responsible for paying any such taxes. If such taxes are not collected directly from you by a legitimate taxing authority, and such taxes are required to be paid by Elevate to such taxing authority, all such taxes shall be immediately due and payable by you to Elevate upon demand. You shall reimburse Elevate for any fees, penalties or interest paid by Elevate with respect to any such sales, use and similar taxes.
- (ii) If you are a **Consumer** then the total price of your Purchase presented during the order process for that Purchase will be inclusive of all applicable sales, use and similar taxes.

2.14 All prices are listed in Great British Pounds Sterling, unless otherwise noted. Occasionally, prices are inadvertently listed incorrectly on the website. In these rare instances, if your order has not been confirmed, we may cancel your order and you will not be charged. If your order has been confirmed, you will be refunded in full and may complete your Purchase at the correct price, subject to availability. In both of these scenarios you may receive an email or phone call advising you of your options or that your order has been canceled.

3. Refunds and Exchanges

3.1 UNLESS OTHERWISE AGREED IN WRITING OR EXPRESSLY ADVERTISED AT THE TIME OF PURCHASE, ALL SALES ARE FINAL, NON-TRANSFERABLE, NON-RESALABLE, NON-REFUNDABLE, NON-EXCHANGEABLE, AND NOT REDEEMABLE FOR CASH.

3.2 You are prohibited from re-selling (or otherwise transferring) any part of the Package. In the event that the terms and conditions of the Ticket included as part of a Package permit certain forms of Ticket transfer, those ticket transfer provisions included in those

terms and conditions shall not apply and the prohibition of any form of Ticket transfer set out in this Policy shall apply.

- 3.3 Except to the extent permitted by Applicable Law, no elements of your Purchase may be transferred, resold or offered for resale. Any resale of your Purchase (or any portion or element thereof) in violation of this Policy or Applicable Law will result in the automatic cancellation and invalidation of your Purchase and a revocation of any license granted to you in connection therewith. Furthermore, you shall not use your Purchase (or any portion or element thereof) for advertising, marketing, promotions or any other commercial purposes, including, without limitation, contests, auctions, sweepstakes and giveaways, without the express written consent of Elevate, which may be granted in Elevate's sole and absolute discretion.

4. Canceled, Postponed or Relocated Events

4.1 Change of location, date and time

- (i) The location, date and time of the Event may change for any reason (a "**Change**"). In particular, without limitation, the location, date or time of the Event may be changed by the Organizer or applicable governing body (for example, due to television broadcast schedules).
- (ii) No Change shall entitle you to a refund or any other remedy if you cannot attend for any reason due to such change, unless advertised as such at the time of your Purchase or otherwise agreed to in writing by Elevate.
- (iii) It is your responsibility to verify all information related to the Event (including the location, date and time) prior to the Event. Please consult local media or the Event's and/or applicable Organizer's official website to ensure that you arrive at the Event on the correct date, time, and at the correct venue. Elevate is not responsible for notifying you of date, time, or venue changes for the Event.

4.2 Cancellation of an Event

- (i) In the event that the Event is cancelled and not re-arranged for another time or date, then as your full and final remedy we shall provide you with a refund of your Purchase.
- (ii) For the avoidance of doubt, an Event is cancelled for the purposes of clause 4.2(i) only if the Event is not re-arranged. For example, an Event that is postponed does not constitute an Event cancellation.

4.3 Change to elements of your Package

- (i) You acknowledge and agree that Elevate relies on third parties for the delivery of each element of a Package, such as the Organizer and (if applicable) Third Party Providers (each, a "**Provider**"). In the event that a Provider cannot deliver any element of the Package (a "**Service Change**"), then:
 - (1) if you are a **Business Customer**, you may be provided with alternative

services to replace the element of the Package that cannot be delivered and no such Service Change shall entitle you to a refund, make-good or other remedy if the alternative services provided are of a comparable value; and

- (2) if you are a **Consumer**, we will endeavour to offer you alternative services to replace the element of the Package that cannot be delivered. If you reject such offer then you may require Elevate to provide you with a pro-rata refund equal to the value of the services that cannot be provided. Save for the alternative goods and/or services or pro-rata refund set out in this clause 4.3(i)(2), no such Service Change shall entitle you to a refund, make-good or other remedy.

4.4 "Rain or shine" final Purchase

- (i) Elevate has no knowledge of any additional goods or services that you may purchase that are ancillary to, or otherwise connected to, your Package, such as travel services, accommodation services or car hire services (the "**Third Party Services**").
- (ii) Elevate is not providing, and is not a party to any contract for, the Third Party Services.
- (iii) In the event that the location, date and/or time of the Event changes, or the Event is cancelled, Elevate is not liable for any costs you have incurred or may incur in relation to the Third Party Services.

4.5 Other.

- (i) You do not have a right to cancel your Purchase under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- (ii) If you are not able to gain admission to the Event with the Tickets that were delivered to you by Elevate, you must obtain documentation from the Organizer stating that the Tickets were unusable in order for us to be able to process a refund.

5. Third-Party Providers & Platforms

- 5.1 By making a Purchase, you agree to abide by the terms and conditions of any Third-Party Provider with whom you elect to deal, including, but not limited to, those included on any Third-Party Platform. You understand that any violation of any Third-Party Provider's terms and conditions by you or any Guest may result in: (i) cancellation of your Purchase (or the applicable element thereof), (ii) you being denied access to the applicable element of your Purchase and/or the Event, (iii) you forfeiting any monies paid for such element of your Purchase, and/or (iv) for Business Customers, our debiting your account, without refund, for any costs we incur as a result of such violation or any cancellations that result in a fee charged to Elevate.
- 5.2 You acknowledge that some Third-Party Providers offering certain services and/or activities may require you and each Guest to sign a liability waiver prior to participating

in the service and/or activity that they offer, that you and any Guest may be denied access or participation in such services and/or activities if you or that Guest refuse to sign any such waiver, and that Elevate has no ability to waive such requirement or otherwise allow for your or that Guest's participation if you or that Guest refuse to sign any such waiver.

6. Publicity Release; Information Sharing

- 6.1 By making a Purchase or attending an Event, you hereby irrevocably grant (and procure that each Guest hereby grants) to Elevate and its parent, subsidiary, member and other affiliated companies (collectively, "**Affiliates**") and its and their respective designees, successors, assigns and licensees (collectively, "**Grantees**"), the right to film and otherwise record you or (as applicable) that Guest and use your or (as applicable) that Guest's name, image and likeness in any and all media for any purpose, including, without limitation, advertising and promotional purposes as well as in, on or in connection with other events produced by a Grantee, and you or (as applicable) that Guest hereby release the Grantees from any liability with respect thereto. Except as expressly authorized by Elevate or a third party authorized by Elevate, you acknowledge and agree (and procure that each Guest hereby acknowledges and agrees) that you and they may not film, photograph, broadcast, stream, publish, transmit, and/or otherwise offer to the public (or assist any third party in offering to the public), on a live or on a delayed basis, in whole or in part, and whether on a free basis or subject to payment, any sound recording, photograph, video footage, motion picture, film, and/or other audio and/or visual content captured by any means whatsoever of an Event and/or in or around an Event site.
- 6.2 By purchasing a Ticket to, and/or attending, an Event, you acknowledge (and hereby procure that each Guest acknowledges) that Elevate will collect personal data and process it. You acknowledge (and hereby procure that each Guest acknowledges) that our collection and use of your or their personal data will be governed by our [Privacy Policy](#).

7. Event Protocols, Assumption of Risk, and Release

- 7.1 An Event and/or its Organizer(s) may have enhanced health and safety measures in place. You and each Guest may be required to follow policies or protocols put in place by the local or national governments, the Organizer(s), or any applicable Third-Party Provider in order to attend the Event or any other element of your Package (collectively, "**Protocols**"). Refunds will not be provided if you or any Guest are denied access to an Event for failure to follow Protocols. It is your sole responsibility, as well as the responsibility of each Guest, including on behalf of any minors accompanying any of the forgoing, to utilize best efforts to avoid any action or omission which may jeopardize your or their own safety or the safety of others.
- 7.2 If you are a **Business Customer**, in full knowledge and complete assumption of all the risks, the Purchaser, for itself and on behalf of each Guest (including minors accompanying the Purchaser or its Guests) (collectively, the "**releasing parties**"),

hereby irrevocably agrees that the releasing parties will not sue or claim against the releasees (as defined in clause 11.2) for any injury, illness, damage, loss or harm to any releasing party or such releasing party's property, including any releasing party's death or disability, whether in connection with any such injury(ies), illness(es), damage(s), loss(es), harm(s), or otherwise, resulting from, arising out of or in any way related to preparation for, travel to or from, attendance at, and participation in an event or using and/or participating in any other elements of a Purchase, including, without limitation, any Provider services included in a Purchase.

8. Search, Background Check, Ejection and Termination

- 8.1 You and your belongings (and any Guest and their belongings) may be searched upon entry to, or otherwise in connection with your and their attendance at any Event included in your Purchase. You hereby consent (and hereby procure the consent of each Guest) to such searches and any other security policies, procedures or protocols (including any Protocols) implemented by a Provider (collectively, "**Safety Procedures**"), and forever waive any and all related claims against any Provider that could arise in connection such Safety Procedures. If you or any Guest elect to withdraw your or (as applicable) their consent to Safety Procedures or you or that Guest otherwise fail to follow any Safety Procedures, you and/or that Guest may be denied access to an Event, or removed from an Event, without refund or other compensation payable to you.
- 8.2 Under certain facility rules, certain items may not be brought into certain Events or in or around Event venues, sites or premises, including, without limitation, alcohol, drugs, controlled substances, weapons of any kind (including toy weapons), professional cameras and recording devices, laser pointers, strobe lights, irritants, various forms of containers, and any other item noted as prohibited. Please review the relevant Safety Procedures to ensure you understand and are familiar with what may or may not be brought into a particular Event or in or around a particular Event venue, site or premises.
- 8.3 Your Purchase may be cancelled by Elevate without any refund in the event that:
- (i) you or any Guest commits any material breach of this Policy; or
 - (ii) you or any Guest is under investigation by the police, charged, cautioned or found guilty of any football-related offence anywhere in the world.

9. Representations and Warranties

- 9.1 Without limiting anything set forth in this Policy, you hereby agree that:
- (i) you and each Guest will not violate any Applicable Law at or in connection with the applicable Event and/or any other element of your Purchase;
 - (ii) neither you nor any Guest (nor, if you are a Business Customer, any person or entity that directly or indirectly owns or controls you) is, or at any time will be: (a) the subject or target of any sanctions administered or enforced by His Majesty's Treasury (including acting through the Office of Financial Sanctions

Implementation) under the Sanctions and Anti-Money Laundering Act 2018, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or the U.S. Department of State, the European Union or any of its member states, or the United Nations Security Council, or under any other sanctions regime constituting Applicable Law; or (b) named on, or owned or controlled by a party named on, the UK Sanctions List or any other sanctions, restricted-party or denied-party list maintained by any of the foregoing;

- (iii) you are of sufficient legal age and authority to enter into any transaction with Elevate, to attend the applicable Event, and to create legal binding obligations for any liability you may incur as a result of agreeing to this Policy and making a Purchase;
- (iv) you are an authorized user of the credit or debit card used enter into any transaction with Elevate;
- (v) you and each Guest shall at all times be in compliance with any and all terms, conditions, policies and rules (including any Protocols and Safety Procedures) set forth by any applicable Provider;
- (vi) you and each Guest have obtained any and all passports, visas, proof of vaccinations, health information and/or other permission necessary in connection with your travel to and attendance at the applicable Event and any other elements of your Purchase; and
- (vii) you will not attempt to evade, avoid, or circumvent any refund prohibitions set forth in this Policy in any manner, including disputing such Purchase with your credit card issuer, bank, or financial institution, or otherwise seeking a chargeback of any amounts paid in respect of your Purchase.

10. Disclaimers

- 10.1 If you are a **Business Customer**, all products, goods and services provided to you in connection with your Purchase are provided "as is", and Elevate expressly disclaims any and all representations and warranties, express or implied, including, without limitation, any warranties as to habitability, merchantability, fitness for a particular use or purpose, title, non-infringement, or security and accuracy, as well as all warranties arising by usage or trade, course of dealing, or course of performance, in each case, to the fullest extent permitted by Applicable Law.
- 10.2 You acknowledge and agree (and hereby procure that each Guest acknowledges and agrees) that by purchasing a Ticket and/or attending an Event included in your Purchase, you may be engaging in activities that may involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, without limitation, those caused by or in connection with: (a) the actions, inactions or negligence of a third party, and participants, volunteers, performers, guests and spectators at the Event; (b) conditions of any premises or equipment used in connection with the Event or any other element of your Purchase; (c) temperature and/or weather conditions; (d) condition of other participants or guests; (e) vehicular traffic; (f) offensive language or other vulgar or

obscene material or actions; and (g) other risks that are not known or foreseeable at this time.

- 10.3 **LOUD MUSIC AND SPECIAL EFFECTS WARNING:** Attendees of an Event may be subject to extremely loud music and sounds, strobe lighting, hydro, pyrotechnic, animatronic, fireworks, and other special effects, including, without limitation, flashing lights, rapidly changing or alternating images, the use of fog, haze or smoke with theatrical stage lighting, laser projections and fireworks. Women who are pregnant and/or individuals who suffer from certain health conditions, including seizures, light sensitivity or any other health condition that could be aggravated by these special effects should consider this warning before attending an Event, or otherwise entering or remaining at the Event venue, site or premises, as such special effects may cause or induce seizures, diminished or hearing loss and other health conditions.

11. **Release and Limitation of Liability**

- 11.1 Nothing in this Policy excludes or limits our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; and (iii) any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- 11.2 Save as set out in clause 11.1 above, if you are a **Business Customer**:
- (i) to the fullest extent permitted by Applicable Law, in whole or in part, Elevate, the Organizer, their respective Affiliates, and each of their respective directors, officers, shareholders, parent or holding companies, subsidiaries, owners, members, employees, Affiliates or other representatives (collectively, the “**releasees**”) will not be liable for, and the releasing parties hereby release the releasees from, and agree not to seek any claim and/or relief (including injunctive or other equitable relief) involving, loss or damages (whether direct or indirect and whether caused by negligence or otherwise) arising out of or in connection with your Purchase, the use of or inability to use a personal recording or mobile application, the materials and/or facilities or products, goods and/or services offered at or in connection with the Event, including, but not limited to, indirect, punitive, special or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property, and claims of third parties (even if one has been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable);
 - (ii) if this clause is unenforceable in whole or in part in any jurisdiction due to Applicable Law, then in no event shall the total liability to any and all releasing parties of the releasees for all damages, losses, and claims (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, directly to Elevate for any corresponding products, goods and/or services; and
 - (iii) unless otherwise permitted by Applicable Law, no action arising out of or relating to your Purchase, the transactions it contemplates, or this Policy may be commenced against a releasee more than 12 months after the basis for such

claim could reasonably have been discovered.

11.3 Save as set out in clause 11.1 above, if you are a **Consumer**:

- (i) we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach of if it was contemplated by you and us at the time that you made your Purchase;
- (ii) we only supply the services under this Policy for domestic and private use. You agree not to use the services for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- (iii) nothing in this Policy affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office;
- (iv) we assume no responsibility for the content of any websites linked to or from our website or included in these terms. Such links should not be interpreted as endorsement by use of those linked websites. We will not be liable for any loss or damage that may arise from your use of them; and
- (v) our maximum liability under this Policy to you shall be limited to the amount paid by you for your Purchase.

12. Indemnification

12.1 If you are a **Business Customer**:

- (i) you agree to defend, indemnify and hold harmless the releasees from and against any and all liabilities, claims, damages, judgments, costs and expenses, including reasonable attorneys' fees and expenses, arising out of or in connection with: (a) your Purchase, any element thereof, or any transactions contemplated thereby; (b) your violation or breach, or alleged violation or breach, of this Policy or other any other applicable policies or procedures of a Provider, including, without limitation, all representations, warranties, terms, conditions, covenants, acknowledgments and agreements herein and therein; (c) your attendance at or in connection with an Event, including, without limitation, any Removal Behavior or other actions or omissions by you; and/or (d) your use of Elevate's website; and
- (ii) we reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

12.2 If you are a Consumer, you shall be responsible for any breach by you or any Guest of this Policy.

13. Governing Law; Disputes

13.1 If you are a **Business Customer**, then this Policy shall be governed by English law and each party agrees that any dispute (contractual or non-contractual) arising out of or in connection with this Policy including any question regarding its existence, validity or termination, shall be referred to the exclusive jurisdiction of the courts of England and

Wales.

13.2 If you are a **Consumer**, then:

- (i) this Policy is governed by the laws of England and Wales. This means that your Purchase, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law. However, as a consumer, if you are resident in the European Union and we direct our services to the member state in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including this clause 13.2, affects your rights as a consumer to rely on such mandatory provisions of local law; and
- (ii) you may bring any dispute which may arise under this Policy to - at your discretion - either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is an EU Member State. We shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this is in an EU Member State, or otherwise the competent court of England.

14. Miscellaneous

- 14.1 Elevate shall not be liable for (and shall not be in breach of this Policy as a result of) any delay or failure to perform resulting from circumstances outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- 14.2 Nothing contained in this Policy will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.
- 14.3 You may not assign, delegate or transfer your rights, if any, or obligations in connection with your Purchase or under this Policy, to any person without Elevate's express written consent.
- 14.4 Elevate may assign its rights and duties in connection with your Purchase and under this Policy without such assignment being considered a change to the Policy and without notice to you. However, if you are a **Consumer**, then before any such assignment, we will notify you in advance if such assignment will materially adversely affect your rights under this Policy and you shall have the option to terminate and receive a refund.
- 14.5 If you are a **Business Customer**:
 - (i) this Policy and the documents referred to herein constitute the entire agreement and understanding of the parties relating to the subject matter of this Policy and supersede any previous agreement or understanding between the parties in

relation to such subject matter;

- (ii) each Party acknowledges that in entering into this Policy it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other party in relation to the subject-matter of this Policy at any time before its signature (together "**Pre-Contractual Statements**"), other than those which are set out in this Policy;
- (iii) each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements; and
- (iv) nothing in this clause 14.5 shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

14.6 This Policy may not be modified except in a writing signed by Elevate.

14.7 Any waiver of any provision of these terms must be in writing and signed by Elevate to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.

14.8 If any court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason, then such provision shall be severable and ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions.

14.9 If you have any problems with your Package, please contact us using the following contact details:

Telephone number: +44 161 564 8377

E-mail address: manutd@experiencesbyelevate.com