

2023 TERMS & CONDITIONS FOR THE SALE AND ALLOCATION OF TICKETS**THE HOME OF FOOD 2023****AMENDED ON 2 MAY 2023: CLAUSES 1.14, 2.3, 3.11, 3.12, 3.13, 4.1, 12.3 AND 13.8
UPDATED****1. DEFINITIONS**

In these Terms & Conditions, the following words or expressions shall have the following meanings:

- 1.1 **Accessibility Requirements:** any accessibility requirements of a Purchaser and/or their Guest(s), including but not limited to (i) easy access to facilities due to mobility impairments; and (ii) the need for a person to accompany the Purchaser to support their accessibility requirements;
- 1.2 **Content:** the content delivered by any speakers or attendees at the Event;
- 1.3 **Event:** The Home of Food;
- 1.4 **Event Day:** 9 September 2023 and/or Sunday 10 September 2023;
- 1.5 **Experience:** a food and drinks experience purchased by the Ticket Holder and provided by MCC at Lord's on the Event Day as detailed and sold on the Platform;
- 1.6 **Ground Regulations:** those ground regulations of MCC from time to time, which are available to view at lords.org/groundregulations;
- 1.7 **Guest:** any person the Purchaser invites to attend the Event on the Event Day to whom a Ticket may be transferred in accordance with Clause 3.6;
- 1.8 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.9 **Lord's App:** MCC's official mobile application;
- 1.10 **MCC:** Marylebone Cricket Club, incorporated by Royal Charter under number RC000862 of Lord's Ground, London NW8 8QN;
- 1.11 **person:** shall be deemed to include any individual, company, corporation or other entity;
- 1.12 **Platform:** MCC's ticket platform at <http://tickets.lords.org>;
- 1.13 **Purchaser:** any person purchasing a Ticket pursuant to these Terms & Conditions;
- 1.14 **Reseller:** a reseller authorised by MCC to resell a Ticket(s) to a Purchaser;
- 1.15 **Terms & Conditions:** these terms and conditions;
- 1.16 **Ticket(s):** an electronic ticket for admittance to Lord's to the Event on the Event Day; and
- 1.17 **Ticket Holder:** a person who applies, purchases, holds, transfers and/or uses a Ticket(s) (as applicable), and shall include a Purchaser and/or a Guest.

2. GENERAL

- 2.1 These Terms & Conditions constitute the terms and conditions that apply to the purchase, transfer, sale and/or use of any Ticket(s).

- 2.2 All Tickets are subject to the Ground Regulations, which are incorporated into these Terms & Conditions.
- 2.3 Tickets and Experiences are issued on the condition that they are not offered for sale or resold for more than their face value unless purchased from a Reseller.
- 2.4 MCC shall be entitled to confiscate or invalidate any Ticket(s) which is offered for sale or acquired in contravention of these Terms & Conditions or where there is a breach of the Ground Regulations and without any refund or compensation.
- 2.5 Any Purchaser agrees to bring the Terms & Conditions, including the Ground Regulations, to the attention of their Guests and confirm that anyone to whom they sell, transfer or allocate Tickets has also read and agreed to comply with these Terms & Conditions.

3. SALE OF TICKETS AND EXPERIENCES

- 3.1 The price for a Ticket(s) and an Experience(s) shall be set out on the Platform at the time of purchase. Unless expressly stated otherwise, the price is inclusive of VAT.
- 3.2 MCC accepts all major debit and credit cards as payment for the Ticket(s) and an Experience(s).
- 3.3 Tickets and Experiences shall be offered for sale on a first come, first served basis, subject to availability. For the avoidance of doubt, Experiences can only be purchased by Ticket Holders.
- 3.4 Tickets and Experiences can only be purchased via the Platform and payment must be made in full and cleared funds at the time of purchase.
- 3.5 Those who have been successful in purchasing a Ticket(s) and an Experience(s) under Clause 3.4 will be notified via email to the email address registered to the Purchaser's account on the Platform.
- 3.6 If a Purchaser has any Accessibility Requirements, they should email Club Services at accessibility.tickets@mcc.org.uk or telephone 020 7616 8653 and subject to availability, MCC shall endeavour to satisfy any Accessibility Requirements.
- 3.7 Any Purchaser who makes a request under Clause 3.6 may be required by MCC to provide supporting documentation. Any Purchaser who fails to provide such supporting documentation may not have their Accessibility Requirements met without any liability to MCC.
- 3.8 Purchasers who have been successful in purchasing a Ticket(s) shall be permitted to transfer the Ticket(s) to a Guest and provided further:
 - 3.8.1 the Ticket is for the Guest's personal use; and
 - 3.8.2 the Purchaser draws their Guest's attention to these Terms & Conditions, including the Ground Regulations, so that by accepting the transfer of a Ticket, the Guest also agrees to be subject to them.
- 3.9 In the event that MCC permits a person to accompany a Purchaser on the Event Day to support any Accessibility Requirements, MCC shall provide the Purchaser with a Ticket free of charge provided that the person using the Ticket shall:
 - 3.9.1 be considered as a Guest;
 - 3.9.2 only attend the Event on the Event Day with the Purchaser; and
 - 3.9.3 not transfer the Ticket.

- 3.10 MCC shall use reasonable endeavours to ensure that the Event and/or Experience is in accordance with the details advertised by MCC, however, MCC reserves the right to vary an the Event and/or Experience without further notice or liability to the Ticket Holder provided that such variation does not materially affect the quality of the Event and/or Experience.

Purchasing directly via a Reseller

- 3.11 Any Ticket(s) purchased by a Purchaser via a Reseller shall be in accordance with the Reseller's relevant conditions of purchase as advised by the Reseller to the Purchaser.
- 3.12 Payments made to a Reseller for the purchase of the Ticket shall be in accordance with the Reseller's relevant terms and conditions of sale as advised by the Reseller to the Purchaser.
- 3.13 Notwithstanding Clause 3.11, for the avoidance of any doubt, a Purchaser who purchases a Ticket under Clause 3.11 shall be bound by these Terms and Conditions unless stated otherwise.

4. DELIVERY OF TICKETS

- 4.1 Unless otherwise agreed, all Tickets and Experiences shall be issued electronically prior to the Event Day by MCC or the Reseller in a downloadable form via the Lord's App which shall be presented and scanned to gain entry to Lord's.
- 4.2 By accepting these Terms & Conditions, the Ticket Holder confirms that they have a suitable mobile device to use the Lord's App to display and use the Ticket(s) and/or Experience(s).
- 4.3 Each Ticket Holder should download the Lord's App and provide all information reasonably required by MCC from time to time and Clause 18 shall apply accordingly.
- 4.4 If a Ticket Holder:
- 4.4.1 has issues with the retrieval of a Ticket or an Experience through the Lord's App, the Ticket Holder should inform MCC by contacting Club Services at accessibility.tickets@mcc.org.uk or telephone 020 7616 8653 and in any event no later than twenty-four (24) hours prior to the relevant Event Day; or
 - 4.4.2 does not have a mobile device, the Ticket Holder should inform MCC by contacting Club Services at accessibility.tickets@mcc.org.uk or telephone 020 7616 8653 and in any event no later than twenty-four (24) hours prior to the relevant Event Day.

5. CONDITIONS OF USE

- 5.1 Tickets and Experiences are obtainable only from MCC. MCC reserves the right to refuse admission or cancel a Ticket and/or an Experience without notification, and without refund or compensation.
- 5.2 Except as permitted by Clause 3.6, Tickets and Experiences are issued on the condition that they are for personal use only and shall not be resold, transferred, offered for sale or transfer, assigned or used for any commercial purpose.
- 5.3 Tickets and/or Experiences shall not (unless previously authorised in writing by MCC's Chief Executive & Secretary) be used for:
- 5.3.1 a prize or competition;
 - 5.3.2 promotion, advertising, fundraising, auction, raffle or anything similar; or
 - 5.3.3 a commercial hospitality package, by any person trading for that purpose.

5.4 For the avoidance of doubt, the provisions of Clause 9 shall apply to anyone who has acquired a Ticket or an Experience in breach of this Clause 5 (an **Unlawful Ticket**).

6. ENTRY AND USE OF TICKETS AT LORD'S

6.1 By using a Ticket, the Ticket Holder agrees to have accepted and agreed to be bound by these Terms & Conditions.

6.2 Entry to Lord's will be permitted after the gate opening hours as specified on the Ticket, the Lord's App or as published on lords.org.uk.

6.3 The Ticket Holder is responsible for the Ticket(s) and shall ensure:

6.3.1 the Ticket(s) can be displayed correctly to be scanned by MCC on the Event Day;

6.3.2 the Ticket(s) is displayed within the Lord's App as MCC cannot accept screenshots, photographs or printed versions of the Tickets, unless Clause 4.4.2 applies; and

6.3.3 the mobile device displaying the Ticket has enough battery power and is fully functional (if the screen of the mobile device is damaged MCC may be unable to scan the Ticket).

MCC will not be obliged to reissue any Ticket(s) or be liable for any loss, damage, injury or disappointment suffered in connection with a Ticket Holder's failure to comply with this Clause 6.3 and which may result in the Ticket Holder being refused entry to Lord's.

6.4 The Ticket Holder must retain the Ticket (e.g. the mobile phone which displays the Ticket, if applicable) at all times.

6.5 The barcode on each Ticket will only admit one entry per Ticket. The first Ticket scanned at the entry gate to Lord's will allow entry, however, subsequent scans will not allow entry into Lord's.

6.6 A Ticket Holder is permitted to exit and re-enter Lord's on the Event Day provided that on exit the Ticket Holder must indicate the intention to gate staff to re-enter Lord's on the Event Day and thereafter the Ticket shall be scanned on exit and rescanned on entry to Lord's to allow re-entry. The same Ticket must be used during this process.

6.7 For any Experiences, MCC reserves the right to refuse entry to any Ticket Holder who is dressed inappropriately. For example, items of clothing which are inappropriate include but are not limited to: (a) ripped or torn vests; (b) garments in military camouflage colours; (c) singlets; (d) beach-style rubber flip-flop shoes; and/or (e) bikini tops or tops/dresses showing bare midriff. Further, bare feet, bare torsos and anyone wearing dilapidated or offensive garments of any kind will not be permitted under any circumstances.

7. DIETARY REQUIREMENTS AND ALLERGENS

7.1 MCC endeavours to provide a mix and variety of food vendors at the Event, to accommodate different diets, however, some products may contain allergens such as nuts, egg, milk and gluten.

7.2 Ticket Holders should be aware that all food may have been prepared, packaged and stored in an area where nuts may be present. MCC regrets that it cannot provide a nut-free environment.

7.3 MCC recommends that any Ticket Holders with dietary requirements and/or allergies check the allergy information where the products are being sold and/or speak with the food vendor before purchasing products as the food vendor will advise of any allergens within their products.

7.4 If a Ticket Holder has a strict allergy and needs to bring their own food to the Event, Ticket Holders can email homeoffood@mcc.org.uk to receive an exemption letter.

- 7.5 MCC advises that any food cooked and purchased at the Event on the Event Day should be consumed on the Event Day. If Ticket Holders do not consume the food purchased at the Event on the Event Day but do so afterwards this will be at the Ticket Holder's own risk.

8. EVENT REGULATIONS

- 8.1 By attending the Event, all Ticket Holders accept and acknowledge that:

- 8.1.1 MCC will conduct security searches of all belongings and/or outer clothing upon entry, exit or at any time whilst at Lord's. Ticket Holders agree to comply with all security checks required for entry to Lord's;
- 8.1.2 they are subject to the Ground Regulations and such health, safety and security rules and regulations which may be in place from time to time together with any instructions or directions given by MCC staff;
- 8.1.3 they shall ensure nothing is done which may constitute a breach of the law or which may be inappropriate, cause nuisance, danger, offence or inconvenience to MCC or any other Ticket Holder or any other third party, including but not limited to any staff, or contractor;
- 8.1.4 unless Clause 7.4 applies, they shall not bring any food or beverage into Lord's;
- 8.1.5 they must vacate Lord's at the time advised by MCC after the Event;
- 8.1.6 attendance at the Event means the Ticket Holder consents to filming, photography and sound recording of their image, likeness or voice by any means and the use of the same by any means including by commercial distribution without payment; and
- 8.1.7 they are solely responsible for any personal possessions brought to Lord's and MCC shall not be liable for any loss of or damage to such personal possessions.

9. BREACH AND CONSEQUENCES

- 9.1 All Ticket Holders agree, without prejudice to any other rights which MCC may have, that if a Ticket Holder breaches these Terms & Conditions they will:
- 9.1.1 be refused entry to and/or ejected from Lord's without refund or compensation;
 - 9.1.2 have their Ticket confiscated and/or cancelled without refund or compensation;
 - 9.1.3 have any such other action taken against them as may be determined by MCC; and/or
 - 9.1.4 have legal action taken against them in connection with such matters.
- 9.2 Any person who has acquired an Unlawful Ticket may be prohibited and disqualified from purchasing tickets for and/or entering Lord's for future events for a period of time as determined by MCC.

10. CANCELLATION

MCC reserves the right at any time, without reason or explanation to cancel the Event prior to the Event Day by giving notice to the email address registered to the Purchaser's account on the Platform. Any cancellation shall be made in MCC's sole and absolute discretion and such decision shall be final. MCC shall have no liability for any loss, damage, cost or expenses suffered by a Ticket Holder other than refunding the price paid by the Purchaser under Clause 3.4 following the Event Day.

11. ADVERSE WEATHER ON THE EVENT DAY

Ticket Holders acknowledge and accept that:

11.1.1 the Event is an all-weather event and the Event will always take place;

11.1.2 some areas at Lord's are completely uncovered; and

11.1.3 poor and inclement weather or climate and temperature they consider to be unsatisfactory or inconvenient are out of MCC's control and shall form part of the experience on the Event Day.

MCC recommends Ticket Holders check the weather forecast before arriving at Lord's and prepare to attend the Event accordingly.

12. REFUNDS AND RETURNS

12.1 No refunds will be given, other than those covered under Clause 10.

12.2 Unless otherwise agreed by MCC, a Purchaser is unable to return a Ticket and/or an Experience for any Event Day to MCC.

12.3 In relation to an agreement made between a Reseller and the Purchaser, the Reseller is solely responsible for processing any refund due to the Purchaser on behalf of MCC if Clause 10 applies. In the event a Reseller suffers an insolvency event prior to the Match Day and subject to MCC honouring the Purchaser's agreement made with the Reseller, any refund due shall be made in accordance with Clause 10.

13. DISCLAIMER AND LIABILITY

13.1 The Content at the Event is provided on an 'as is' basis without any warranties of any kind, express or implied.

13.2 Ticket Holders acknowledge that the Content provided by any speaker or attendees at the Event does not necessarily reflect the views or opinions of MCC or any members of committee or staff.

13.3 MCC makes no representation as to the accuracy, completeness, timeliness, suitability or validity of any Content and will not be liable for any errors, omissions or delays in the Content or any losses, injuries or damages arising from its display or use. MCC does not endorse, and expressly disclaims all liability relating to any of the Content provided by any speakers or attendees at the Event.

13.4 Subject to Clause 13.6, MCC shall not be liable for:

13.4.1 any injury, loss or damage whatsoever on the Event Day nor for any refund, loss or damage to or theft of their property howsoever such injury, loss or damage may be caused, and a Ticket Holder shall indemnify MCC in respect of any liability for any such injury, loss or damage to MCC (including any damage to the outfield at Lord's);

13.4.2 whether foreseeable or not and whether as a result of strike action or otherwise, any indirect or consequential loss or damages or the costs of any personal travel or accommodation or any other arrangements howsoever made in relation to the Event Day under any circumstances;

13.4.3 refund, loss, damage, injury or disappointment suffered for failure to download or bring a Ticket on the Event Day; and/or

13.4.4 any failure, delay, refund, loss, damage or expense caused by circumstances outside MCC's reasonable control.

13.5 Subject to Clause 13.6, MCC is not responsible for any:

- 13.5.1 interruptions of the Event caused by the actions of other Ticket Holders;
 - 13.5.2 technical glitches or malfunctions or any other problems out of its control that result in a purchase not being properly received by MCC; and
 - 13.5.3 damage, loss, injury or disappointment suffered as a result of not obtaining a Ticket.
- 13.6 Nothing in these Terms & Conditions seeks to exclude or limit MCC's liability for death or personal injury caused by its negligence or any other type of liability which cannot be excluded or limited by applicable law.
- 13.7 MCC's total liability in all other circumstances shall otherwise, under, or in connection with these Terms & Conditions will not exceed price paid by the Purchaser under Clause 3.4 as at the date such liability arose.
- 13.8 Subject always to Clause 13.6, in relation to an agreement made between a Reseller and the Purchaser only, MCC shall not be liable any damage, loss, delay or expense incurred by the Purchaser that is caused directly by the Reseller.

14. ANTI-DISCRIMINATION

- 14.1 MCC is committed to promoting diversity and equal opportunities and expects all visitors to Lord's to share MCC's commitment.
- 14.2 Ticket Holders must at all times refrain from any conduct or behaviour which is discriminatory on the grounds of: age; disability, gender reassignment, marital or civil partnership status, pregnancy or maternity, race, religion and belief, sex or sexual orientation.
- 14.3 If any Ticket Holder engages in any conduct or behaviours as referred to in Clause 14.2, as determined by MCC in its reasonable opinion, Clause 9 shall apply.

15. AMENDMENT

MCC reserves the right to make amendments to these Terms & Conditions from time to time.

16. STATUTORY RIGHTS

These Terms & Conditions shall not affect a Ticket Holder's statutory rights as a consumer.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No third party shall have the right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999. However, is agreed and acknowledged that on account of Clause 2.5 and Clause 3.8.2, MCC shall have the benefit of and be entitled to enforce all the provisions of these Terms & Conditions against Guests notwithstanding that they may not be a party hereto.

18. PERSONAL DATA

By applying for and/or using a Ticket and the Lord's App, the Ticket Holder consents to MCC processing the Ticket Holder's personal data in accordance with MCC's Privacy Notice which may be viewed at lords.org/privacynotice.

19. GOVERNING LAW AND JURISDICTION

These Terms & Conditions shall be governed by English law. Any dispute arising from or in connection with these Terms & Conditions shall be subject to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, MCC reserves the right to pursue legal

proceedings in a competent court of the Ticket Holder's domicile, where such proceedings shall be governed and interpreted in accordance with English law.

Please note that parking is not available at Lord's. However, should you require disabled drop-off, please contact Club Services on 020 7616 8653.

Ref: tchomeoffoodtickets final increseller