

## **MCC MEMBERS' EVENTS AT LORD'S: BALLOT**

### **TERMS AND CONDITIONS OF ATTENDANCE 2021/2022**

These Terms & Conditions apply to all MCC Members and their Guests attending any Members' event at Lord's.

#### **1. Definitions**

In these Terms & Conditions, the following capitalised words and expressions have the meanings set out against them below:

**Attendee(s):** Members and their Guests;

**Attendee List:** the list of Attendees that have successfully registered for the Event;

**Ballot:** the ballot hosted by MCC in relation to the Event;

**Content:** the content delivered by any speakers or attendees at the Event;

**Closing Date:** the closing date for the Ballot as detailed on the Platform;

**Event:** any conversation, event, presentation, masterclass, session or show hosted by MCC for Attendees at the Event Location;

**Event Date:** the date of the Event as notified by MCC to Attendees from time to time;

**Event Location:** the location of the Event at Lord's as notified by MCC to Attendees;

**General Ground Regulations:** those general ground regulations of MCC from time to time, which can be viewed at: [lords.org/groundregulations](https://lords.org/groundregulations);

**Guest:** a guest of a Member;

**Lord's:** Lord's Ground, London NW8 8QN;

**MCC:** Marylebone Cricket Club of Lord's Ground, London NW8 8QN;

**Members:** Full, Senior and Associate members of MCC from time to time;

**Opening Date:** the opening date for the Ballot as detailed on the Platform;

**Platform:** MCC's ticket platform, SRO at: [lords.org/members-area/activities](https://lords.org/members-area/activities);

**Start Time:** the start time for the Event as detailed on the Platform or as otherwise notified by MCC to Attendees; and

**Terms & Conditions:** these terms and conditions.

#### **2. BALLOT AND ENTRY**

- 2.1 Places at the Event are subject to availability. Members are eligible to enter the Ballot to attend the Event for themselves and their Guests.
- 2.2 The Event will be hosted by MCC in the Event Location on the Event Date.
- 2.3 Ballot entries must be made online via the Platform. There is no fee or purchase necessary to enter the Ballot.
- 2.4 For the avoidance of doubt, an entry in the Ballot does not guarantee entry to the Event.

- 2.5 The Ballot opens on the Opening Date and closes on the Closing Date. Ballot entries received after the relevant Closing Date will not be accepted.
- 2.6 Ballot entries are limited to one entry per Member. No bulk entries will be accepted, and duplicate entries will be disqualified.
- 2.7 Successful Members will be drawn from the Ballot entries following the Closing Date and will be informed as soon as reasonably practicable via email to the Member's email address registered to the Member's account on the Platform (**Confirmation Email**). Such Confirmation Email shall contain further details of the Event including any requirements or recommendations for Members and their Guests to acquire items or requests for contributions from Members and their Guests prior to the Event. The outcome of the Ballot selection communicated by MCC is final.
- 2.8 MCC is not responsible for any technical glitches or malfunctions or any other problems out of its control that result in a Ballot entry not being properly received by MCC.
- 2.9 MCC cannot accept any responsibility for any damage, loss, injury or disappointment suffered by a Member as a result of entering the Ballot or not attending the Event.
- 2.10 By entering the Ballot, the Event, Attendees will be deemed to have accepted and agreed to these Terms & Conditions.
- 2.11 Entry to the Event shall be via the Grace Gate at Lord's (or such other entry point as specified by MCC from time to time), Members shall be asked to provide a copy of the Confirmation Email and confirm their names and their Guests' names with security who shall verify them against the Attendee List before allowing entry.

### 3. **EVENT REGULATIONS**

- 3.1 By attending an Event, Attendees accept and acknowledge that:
  - (a) they are to arrive 10 minutes prior to the Start Time to allow sufficient time to clear security at Lord's. If an Attendee is running late for any reason, they are asked to call the Club Events telephone line on 020 7616 8521 as soon as possible;
  - (b) MCC may conduct security searches of all belongings and/or outer clothing upon entry, exit or at any time whilst at Lord's. Attendees agree to comply with all security checks required for entry to Lord's;
  - (c) MCC shall allocate a strict period as notified by MCC to enjoy the Event;
  - (d) for entry to the Event, Attendees are subject to the General Ground Regulations and such health, safety and security rules and regulations which may be in place from time to time, including without limitation in relation to COVID-19 (and any variants thereof) or any other public health emergency;
  - (e) the dress regulations for the Event will be those dress regulations of MCC from time to time, which can be viewed at: <https://www.lords.org/members-area/match-days/dress-regulations>. MCC reserves the right to amend the dress requirement for the Event from time to time and refuse entry to any Attendee whose attire contravenes the dress requirement. Any Attendee requiring exceptions to the dress requirements for reasons such as medical conditions must have prior authorisation from MCC;
  - (f) 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 Attendee or any other third party, including but not limited to any staff or contractor;
  - (g) attendance at the Event means the Attendee 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
  - (h) they are solely responsible for any personal possessions brought to the Event and MCC shall not be liable for any loss or damage to such personal possessions.
- 3.2 Where applicable, Attendees agree to provide MCC with a dietary requirements list including details of any food allergies and must inform MCC of any wheelchair or other special access requirements no later than 10

days prior to the Event. However, MCC does not guarantee that any of the food or beverages served at the Event are free from nuts, wheat, lactose or any other allergens.

- 3.3 Notwithstanding the General Ground Regulations, if a Member breaches these Terms & Conditions, such Member may be referred to MCC's disciplinary panel. If a Guest breaches these Terms & Conditions, MCC reserves the right to eject the Guest from the Event.

#### 4. **CHANGES/CANCELLATION**

- 4.1 If for reasons beyond MCC's control, including without limitation the imposition of any Government restrictions which prevents, inhibits or delays MCC's performance under these Terms & Conditions, MCC reserves the right at any time, without reason or explanation to:

- (a) alter the Event or the Event Date; or
- (b) cancel a Event for any reason.

- 4.2 In the event MCC exercises Clause 4.1, MCC shall notify Members as soon as reasonably practicable after such alteration or cancellation has been confirmed. Such alteration or cancellation shall be made in MCC's sole and absolute discretion and MCC shall have no liability for any loss, damage, cost or expenses suffered by an Attendee.

#### 5. **DISCLAIMER AND LIMITATION OF LIABILITY**

- 5.1 The Content of the Event is provided on an 'as is' basis without any warranties of any kind, express or implied.
- 5.2 Attendees acknowledge that the Content provided by the speakers or attendees at the Event does not necessarily reflect the views or opinions of MCC or any member of staff.
- 5.3 MCC makes no representations as to 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 speakers or Attendees at the Event.
- 5.4 Except as required by law, MCC shall not be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or in connection with these Terms & Conditions.

#### 6. **PRIVACY**

Any personal data collected by MCC shall be processed by MCC in accordance with MCC's Privacy Notice, which may be viewed at [lords.org/privacynotice](https://lords.org/privacynotice).

#### 7. **MISCELLANEOUS**

- 7.1 Places at the Event are non-transferable. Only named Attendees are eligible to attend the Event.
- 7.2 MCC reserves the right to (i) vary these Terms & Conditions at any time, including without limitation to comply with any Government guidance or restrictions and/or vary the closing times for entering the Ballot and/or (ii) cancelling the booking of any Member or guest who breaches these Terms and Conditions or who has acted fraudulently in any way; and/or (iii) cancel, amend, withdraw, terminate or temporarily suspend any application in the event of any unforeseen circumstances or technical reason outside its control, with no liability to any Members or Guests.
- 7.3 No failure or delay by a party to exercise any right or remedy provided under these Terms & Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 7.4 MCC shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond MCC's control.

- 7.5 If any provision of these Terms & Conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms & Conditions shall otherwise remain in full force and effect and enforceable.
- 7.6 No third party shall have any right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999
- 7.7 These Terms & Conditions shall be governed by and construed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms & Conditions.

**Ref: tcsmmcextrasevents (ballot) final**

