

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Account: means the online account Customers create with us, to make purchases from the Website.

Applicable Law: all laws, rules, regulations, codes of practice, or guidelines or other requirements of regulatory authorities, as amended from time to time.

Commencement Date: has the meaning given in clause [2.5](#).

Conditions: these terms and conditions as amended by us from time to time.

Customer: means the persons who create an Account and/or use the Website to access information about specific Events, entry, affiliation and/or purchase Tickets.

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Events: means the events listed by an Organiser on the Website that offer Customers the opportunity to attend, pay for a registration, membership, affiliation and/or purchase Tickets to attend.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Organiser: the person, society or organisation who purchases the Services from us (and where applicable, their representative).

Products: means the merchandise, gifts and/or goods offered for sale on the Website by an Organiser.

Services: means the online entry system that we offer to Organisers, to enable them to list Events, process entries, membership, affiliation, sponsorship, registration and sell tickets and/or merchandise.

Tickets: means the tickets offered for sale on the Website by Organisers for an Event.

We/us/our: Entrymaster Limited registered in England and Wales with company number 6474262.

You/your: means a Customer.

Website: means www.entrymaster.co.uk or, the Organiser's website (as applicable).

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) A reference to **writing** or **written** includes email.

2. Basis of relationship

- 2.1 These Conditions set out the terms and conditions applicable to your use of the Website and/or Account. By using the Website or creating an Account, you agree to comply with these Conditions. Please note, Organisers may have their own terms and conditions that apply to you (in addition to these Conditions) when making a purchase on the Website. You should take the time to read and understand these terms, before you make a purchase.
- 2.2 We act as an agent for our Organisers and allow our Organisers to sell Tickets, Products and associated products and services on the Website Please note we are not the creator, organiser or owner of the Events listed on the Website. We provide our Services to allow Organisers to manage ticketing and registration, promote their Events and sell Products.
- 2.3 The number and type of Tickets allocated for sale for each Event vary on an event by event basis and are determined by the Organiser promoting that Event. Our Organisers also determine the number of Products available for purchase.
- 2.4 Some of our Organisers will require you to create an Account before making a purchase on the Website. In order to create an Account with us, you must be at least 16 years old and hold a valid PayPal account or debit or credit card. Please note that Organisers may have their own age restrictions on how old you must be before you can make a purchase from them. You should check these with the relevant Organiser, before making a purchase on the Website.
- 2.5 When you make a purchase on the Website we will (on behalf of the Organiser) send you an email to confirm your order. On this date, you will enter in to a contract with the Organiser who you make the purchase with (**Organiser Contract**).
- 2.6 Where you have a question regarding the Organiser Contract, these should be addressed to the relevant Organiser. If the Organiser does not respond to your query within 1 business day, please get in touch with us and we will attempt to make contact with the Organiser on your behalf. We do not however guarantee that we will be able to resolve your query and/or obtain the response you require from the Organiser.

3. Your obligations, using the Website and payment

- 3.1 You must:
 - (a) provide us with true, accurate, current and complete information about yourself when creating an Account. Where such information changes at any time whilst you hold an Account with us, you must let us know about such changes in writing. Please note Organisers may refuse entry to an Event if you fail to comply with this clause;

- (b) not (and must not allow anyone else) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Website; and
 - (c) not (and must not allow anyone else) to use the Website and/or your Account to engage in activities that violate or facilitate the violation of any Applicable Law; contain any content that violate these Conditions or otherwise include adult-related content or activities, illegal goods or services; or are fraudulent or otherwise criminal activity (each a **Prohibited Activity** and together the **Prohibited Activities**).
- 3.2 We reserve the right to suspend your Account and/or access to the Website if you fail to comply with the provisions of clause 3.1 above.
- 3.3 If we discover that you have carried out a Prohibited Activity, then we may (at our discretion) carry out all or any of the following actions:
 - (a) suspend or terminate your Account;
 - (b) alter, edit or remove any prohibited content uploaded on our Website;
 - (c) block, reverse or refund any or all of your transactions on the Website (including any purchases you have made for Products not yet delivered or Tickets, where the Event has not yet taken place); and
 - (d) refer you, your transactions and information to any enforcement agencies or governmental bodies for review and/or action by them
- 3.4 You accept and acknowledge that all intellectual property rights in the Website belong and shall belong to us or our relevant third-party owners (as the case may be), and you shall have no rights in or to the Website other than the right to use it in accordance with these Conditions.
- 3.5 As we act as an agent for our Organisers, we will collect payments made by you on their behalf (but your contract for the purchase will be with the Organiser only). Please note any fees charged by your bank card provider or PayPal for your use of their account are in addition to and separate from the fees charged by an Organiser for any purchase made. We accept no responsibility or liability for payment of any fees charged by your bank card provider and/or PayPal.
- 3.6 The cost of all charges payable by you for Tickets and/or Products is determined by the relevant Organiser. If you have any questions regarding these charges, you should discuss these with the relevant Organiser.
- 3.7 Where you wish to obtain a refund for any charges paid by you to an Organiser, you must discuss this request with the relevant Organiser. Please note all of our Organisers may have different refund policies and you should read their refund policies prior to making a purchase on the Website. We are not responsible or liable for any refunds, of any nature, including refunds for Tickets and/or Products.
- 3.8 To prevent fraud and protect us and/or our Organisers, we reserve the right to carry out checks and/or request that additional information is provided in order to verify purchases. We may cancel orders (without liability and without notice to you) which we reasonably suspect to have been made fraudulently.

4. Accounts, Event cancellation and non-performance

- 4.1 If you are required to create an Account, you will need to provide an email address and create a password. You must keep your password safe and ensure that you no one uses your Account. We will not accept any responsibility for any Prohibited activities or other wrongful activities carried out from your Account (except where we are at fault).
- 4.2 Where you wish to delete your Account, please get in touch with us at support@entrymaster.co.uk or call us on 07880666242. We will take steps to delete your Account as soon as possible, following receipt of your request.
- 4.3 We may, from time to time, remove or suspend any accounts that we believe have not been used for at least 36 months or, where an account has been duplicated. If we choose to remove or suspend your Account due to inactivity, we will notify you by email prior to suspending or removing it.
- 4.4 All disputes regarding an Event or purchases made by you are between you (as the Customer) and the relevant Organiser who you made the purchase from. We have no obligation or otherwise accept responsibility for mediating on such disputes and ultimately it is the Organiser's sole responsibility to settle the dispute.

5. Data protection and data processing

- 5.1 When you create an Account, you will be required to provide us with personal information about yourself (such as your name and date of birth). We may also collect personal information from you, when you transact on the Website, make a purchase, or generally browse the Website.
- 5.2 We confirm that we will comply with all applicable requirements of the Data Protection Legislation when processing your personal information.
- 5.3 We know your personal information is important to you and it is important to us too. Please view our privacy notice at [\[INSERT LINK\]](#) to find out more on how we will use, store, process and retain your personal data.

6. Disclaimer

- 6.1 We will use our reasonable endeavours to ensure the Website is made available to you at all times, but we do not guarantee this. Please note that for technical reasons and circumstances beyond our reasonable control, the Website may be unavailable at times.
- 6.2 To the extent permitted by Applicable Laws, the Website is provided on an "as is" and "as available" basis. We expressly waive all warranties of any kind, express or implied, including but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. We make no warranty that the Website will be provided uninterrupted, timely, secure or error free.

7. Limitation of liability

- 7.1 Nothing in these Conditions limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;

- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8. Deleting your Account / suspending your access

- 8.1 We may terminate your right to use the Website and/or the Account at any time in accordance with the provisions of clauses 3.2, 3.3(a) and 4.3.
- 8.2 We may also terminate your Account and access to the Website if we stop offering our Services to Organisers and Customers.
- 8.3 You may ask us to delete your Account at any time. Please see the provisions of clause 4.2 if you wish to do this.
- 8.4 Please note that if you continue to access the Website following the deletion of your Account (for whatever reason), the provisions of these Conditions will continue to apply to you, for such time as you continue to make use of the Website.

9. General

9.1 Assignment and other dealings.

- (a) We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under these Conditions.
- (b) You may not declare a trust over or deal in any other manner with any of your rights and obligations under these Conditions without our prior written consent.

9.2 **Severance.** If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions.

9.3 **Governing law and Jurisdiction.** These Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales and the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions or its subject matter or formation.