

Team GB Ball Terms and Conditions

The British Olympic Association ("BOA") is hosting a Team GB Ball 2021 (the "Ball") at Evolution London (the "Venue") on 25th November 2021.

These Team GB Ball 2021 Terms and Conditions (these "Terms") govern your purchase and attendance of the Ball. In purchasing or attending, you and your Guests shall be bound by and shall comply with the provisions contained in these Terms. Please make sure you have read and agreed to these Terms before purchasing any Team GB Ball 2021 product.

1. DEFINITIONS

In these Terms, the words and expressions set out below shall, unless the context otherwise requires, have the following meanings:

Booking Confirmation: means the email sent by us to you confirming that your booking has been successful and detailing the services that are included within your Ball booking.

Guest: means any named individual forming part of your booking (including family, friends, colleagues and other acquaintances) as detailed in your Booking Confirmation.

2. FORMATION

- Each Booking Form submitted by you shall be deemed to be an offer by you subject to these Terms. You shall ensure that the Booking Form is complete and accurate.
- All bookings are subject to availability and a binding contract shall not come into existence unless and until Team GB Live issues a Booking Confirmation to you.

3. BOOKING

- It is your responsibility to check that the details in your Booking Confirmation are complete and accurate as this is what we will provide. If it is not complete or accurate you must let us know within five working days of receipt, any changes after this time may be subject to additional charges.
- It is always possible that, despite our best efforts, the information in your Booking Confirmation may be incorrect (for example, an incorrect table category). If we discover an error in your Booking Confirmation we will inform you in writing of this error and we will give you the option of:
 - paying any additional fees to continue to purchase the booking as incorrectly listed in your Booking Confirmation;
 - accepting the correction to the Booking Confirmation; or
 - cancelling your booking and receiving a full refund.
- We will not proceed until we have your written instructions. If we are unable to contact you within seven days of the discovery of the error using the contact details you have provided, we will treat the booking as cancelled, refund all payments made and notify you in writing. Please note that if the error is obvious and unmistakable and could have reasonably been recognised by you, we do not have to provide the incorrectly stated elements to you at the incorrect price. The provision of the original or

incorrectly stated elements are subject to availability at the date the mistake is brought to our attention.

- We do not accept booking requests that are conditional on any special requests you have made unless we confirm this in your Booking Confirmation.
- The price of your booking covers the cost of postage for documents (if any) within the UK, but where postage outside the UK is required and/or special delivery instructions are requested by yourself, an additional charge will be imposed.

4. PAYMENT TERMS

- You are required to pay the full price for the Ball on receipt of our invoice.
- You must pay in Pound Sterling.
- The total price is inclusive of taxes. However, you will be responsible for paying any domestic and international bank transfer, processing, and other fees incurred as applicable.
- Your Booking Confirmation will specify what is included in the price for your booking.
- Team GB Live may charge an administration fee of £50 for each change to the booking that you requests.
- We will distribute your documents to you in a manner that we deem most appropriate, this includes electronic methods of distribution. Once distributed, documents are your responsibility and cannot be replaced. It is your responsibility to check your documentation on receipt and you should contact us as soon as possible if there is a mistake.

5. SPECIAL REQUIREMENTS AND ACCESSIBILITY

- Please let us know as soon as possible if you have any specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We are not liable for the supplier's ability to cater for special dietary requirements. Any special dietary requests may incur additional charges.
- Please let us know as soon as possible if you require any assistance to attend for example if you require wheelchair access and we will liaise with our suppliers and confirm to you the arrangements are available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.

6. THE EVENT

- You acknowledge and will make your Guests and employees aware that:
 - there is no parking or smoking (including e-cigarettes) at the Venue;
 - if complimentary drinks have been confirmed in your Booking Confirmation this will be a reasonable amount of house wine and beer;
 - normal auction rules will apply during any charity auction and bids are irrevocable; and
 - by attending the Ball you consent (and shall procure that each Guest consents) to their voice, image and likeness being recorded and used free of charge by or on behalf of the BOA and/or Team GB Live.

- 6.2. At the Ball we may be fortunate to gain privileged access to celebrities, coaches or athletes who we ask to speak openly and freely to provide you with an enhanced insight and experience. In order to provide an environment where our celebrities, coaches and athletes feel comfortable to speak freely, we ask you to refrain from recording (audio and/or visual) and/or publicly disseminating any part of the Ball. Still photography is permitted.
- 6.3. The celebrities, coaches and athletes in attendance at the Ball are at our complete discretion and you acknowledge that those persons advertised as being in attendance may change at short notice.
- 6.4. Celebrities, coaches or athletes in attendance at the Ball have the freedom to express their own views and opinions. You acknowledge that the views and opinions expressed are not necessarily a representation of the views and opinions of us or our commercial partners.
- 6.5. We have no control over the language or experiences expressed by the celebrities, coaches or athletes in attendance at the Ball. Adult language may be used at our events which may not be suitable for children.

7. DATA PROTECTION

- 7.1. Capitalised terms in this section shall have the meaning given to them in the Data Protection Act 2018.
- 7.2. We collect Personal Data about you and your Guests when you make your booking.
- 7.3. We collect and process your Personal Data in accordance with our Privacy Policy available on request or on our website.
- 7.4. Your data will be held by Team GB Live (the agency acting as a sales agent acting on behalf of the BOA "We") and the BOA. We or the BOA may contact you by email regarding your booking, and with important details regarding the event. All personal data held will be processed and used solely for the purposes of administering the Ball and communicating with you with regards the same. The BOA and Team GB Live shall retain your personal data for a period of 24 months, for the purposes (only) of communicating with you with regards to any similar event to be held in that period, after which point (unless you have re-engaged with regards to any future events) your personal data shall be deleted. Unless you have specifically consented to the same, neither the BOA nor Team GB Live shall disclose your data to any third parties or send you marketing communications (save for key communications about Team GB Ball events as set out in this paragraph).
- 7.5. We will update your Personal Data whenever we can to keep it current, accurate and complete. If any of your Personal Data changes you must provide us with the updated Personal Data at the earliest opportunity.
- 7.6. When you provide us with the Personal Data of your Guests you are confirming that you have obtained their consent to do so.
- 7.7. You may provide us with Special Categories of Personal Data including:
 - 7.7.1. a specific medical condition;
 - 7.7.2. specific dietary requirements; and/or
 - 7.7.3. a requirement for special assistance.

- 7.8. When you provide us with Special Categories of Personal Data you consent to us processing such Personal Data for the purpose of providing you with your booking.

8. COVID-19

- 8.1. By submitting this your Booking Form, you accept that the event may be subject to Covid-19 measures. This may include but is not limited to showing proof of: (i) a negative lateral flow test result taken within 48 hours prior to the event; or, (ii) full vaccination on arrival at the Venue. These will be confirmed closer to the event.
- 8.2. In the event that the Team GB Ball is cancelled, due to restrictions enforced by the UK Government, you will be entitled to a full refund for your Team GB Ball package.

9. CANCELLATION

- 9.1. Refund policy – all packages are subject to the below:
 - 9.1.1. Cancellation charges:
 - Within 60 days of the event – 50% of total price,
 - Within 30 days of the event – 100% of total price.
 - 9.1.2. If the event is postponed or relocated, you will be entitled to transfer your package to the new date/location or apply for a full refund.
 - 9.1.3. If you are unable to attend the event due to a positive Covid-19 test result, or are self-isolating due to a close contact, and are therefore following government guidance that does not permit you to attend the event, you will not be entitled to a refund.
 - 9.1.4. If the capacity of the Venue is reduced, due to government guidelines, the BOA reserve the right to offer you a full refund if they are no longer able to provide you a ticket for the event.
- 9.2. Please note that all talent and athlete attendance is subject to availability.
- 9.3. In the event the BOA are unable to provide part of the services, the BOA have the right to provide suitable alternative of equal standard. If the BOA are unable to provide alternative services of equal standard the BOA will provide a full refund.
- 9.4. If, applicable, refunds will only be made to the payment source from which the payment originated.

10. CONDUCT

- 10.1. You shall be responsible for notifying and procuring the full compliance of each Guest, with the provisions of these Terms and further, any breach of these Terms by any Guest will be deemed to be a breach of these Terms by you.
- 10.2. In the event that you and/or your Guest breaches these Terms, we may cancel the booking.
- 10.3. You and your Guests shall comply with all instructions, rules and any safety regulations established at the Ball and if you and/or your Guests are disruptive, cause nuisance to or impede the safety of other customers and guests (including where caused by consumption of alcohol, controlled substances, etc.), you and/or your Guest may be refused admission or be removed by us.

- 10.4. If you or any Guest fails to comply with clauses 10.1 and 10.3 and we take measures thereto pursuant to these Terms, you will not receive a refund from us in respect of monies paid, and we shall bear no liability whatsoever towards you or your Guest.
- 10.5. You and your Guests shall at all times comply with all applicable laws.
- 10.6. You may not use the booking or any part of it as part of a prize competition or for any other marketing or promotional activity.
- 10.7. You have purchased the booking for use by yourself and your Guests and will not resell, exchange or transfer the booking to any third party.

11. LIABILITY

- 11.1. We shall not be liable to you (or any Guest) for any indirect or consequential losses, special damages, any loss of profit or business, or loss of benefit or otherwise, which arise in relation to the provision or attendance of the Ball.
- 11.2. Our total aggregate liability to you (or any Guest) whether pursuant to this contract, tort, breach of statutory duty, or other basis for claim shall not exceed the total price paid in respect of the Ball subject to the relevant claim.
- 11.3. You shall be liable for all damage caused by yourself, your Guests and any parties related to you.
- 11.4. You shall indemnify and hold us harmless from and against all claims, costs, losses, damages, expenses, demands and liabilities incurred by us as a result of a breach by you (or your Guests) of these Terms or in connection with, resulting from, or arising out of any and all acts or omissions of you (or your Guests).

- 11.5. You and your Guests are responsible for your own personal property brought to the Ball and we shall not be responsible for any loss, theft or damage of yours (or your Guests') personal property.

- 11.6. In particular you and your Guests note that:

- 11.6.1. personal arrangements and expenditure, including travel, accommodation, hospitality and other costs and expenses incurred by yourself relating to the Ball which have been arranged by you are at your own risk, and neither Team GB Live nor the BOA or the Venue shall be responsible or liable to you for any wasted or unrecoverable costs or expenditure in relation to such personal arrangements, even if caused as a result of the cancellation, rescheduling or alteration of the Ball; and,
- 11.6.2. neither Team GB Live nor the BOA or the Venue shall be responsible or liable to you for any loss of enjoyment or amenity, including where the Ball has been cancelled, rescheduled or altered; and,
- 11.6.3. neither Team GB Live nor the BOA or the Venue shall be responsible or liable to you (and you will not be entitled to any refund) if admission to Venue is refused or revoked at any time as a result of your breach of these Terms or the Venue's instructions, rules and any safety regulations.

12. GENERAL

- 12.1. The Contract (which includes these Terms) will be governed by English Law and the exclusive jurisdiction of the English Courts.

Version: 11 October 2021