

2016 Fort William ticket sales – terms and conditions

Core conditions

1. Tickets are strictly personal, are not transferable and must be displayed at all times.
2. Tickets allow access to the World Cup Village and the competition courses on the dates indicated.
3. Uplift on the gondola is only possible with a valid ticket, which will allow passage through the turnstile.
4. Use of the gondola is subject to the direction of Nevis Range staff. Multi-trips are possible, except Sunday.
5. Be aware that there may be exceptional demand for gondola access at certain times, when queuing will be necessary. Judge the timing of your gondola trip accordingly.
6. On the courses please obey all signs, taped areas, barriers and the directions of officials. This is important for your own safety and that of the competitors.
7. You are entering a high mountain area - please be prepared for changeable weather conditions and uneven terrain. It is vitally important for the profile of the sport and future events that you take all litter away with you.
8. Organisers reserve the right to refuse admission, or ask to leave, anyone under the influence of alcohol or indulging in abusive or anti-social behaviour.
9. No alcohol or glass bottles to be brought onto the site.
10. Bags may be searched on entry for security reasons.
11. All ticket holders consent to filming, photography and sound recordings as members of the public, which may be used in the promotion of the event.
12. Event organisers reserve the right to make alterations to the event or advertised programme made necessary by unavoidable cause.
13. Ticket holders are advised to check their tickets upon receipt.
14. Tickets cannot be returned or refunded unless the event is cancelled.
15. Lost or damaged tickets will not be replaced. Keep your ticket safe and in good condition.
16. Full terms and conditions are available at fortwilliamworldcup.co.uk
17. Advance **ticket sales close 16:00 on Mon 30 May 2016** (UK local time. For all date and time information see Full Terms and Conditions below).

EARLY BIRD Tickets are only available online during December, closing at 16:00.

Gift vouchers are available **online only - 09:00 1 Dec to 16:00 31 Dec** (UK local time)

1. Vouchers have no monetary value and must be exchanged for the relevant World Cup ticket

2. Non refundable (can only be refunded to the purchaser if cancelled before the Gift Voucher is dispatched)
3. No alternative is available
4. Child refers to persons aged between 5-17 years at the event date of 3 June 2016 (under 5 free)
5. To redeem the voucher the holder must visit Nevis Range Ticket Office no earlier than 23 May and no later than the day it is valid for
6. Valid only for the 2016 World Cup during the period 3 to 4 June 2016 for the stated date
7. Dispatched between 2 and 5 working days of payment confirmation

Full terms and Conditions

In these terms "we", "us", "our" and "Fort William 2016" means Rare Management Limited a company established under the Companies Acts (No. SC266684) as the organisers responsible for the planning and delivery of the 2016 UCI Mountain Bike World Cup and 4X Pro Tour events (the event) in Fort William, Scotland and having its registered office at 3 Coalhill, The Shore EH6 6RH, and "you" and "your" refers to the person applying for, receiving and/or holding tickets for admittance as a spectator to the event, to be held at Nevis Range Ski Area, Fort William.

These terms set out your rights and obligations in relation to the purchase and use of tickets for the event. By your application to purchase tickets you undertake to abide by these terms. By agreeing to receive tickets, and continuing to hold tickets, you agree to abide by these terms. These terms create legally binding obligations on you. Please read and understand them. If you do not understand any part of these terms please let us know prior to applying for or seeking to obtain tickets.

1. **Age** If you are under 16 years of age, a parent or guardian must purchase tickets on your behalf. If you are purchasing tickets on behalf of someone under 16 years of age, you are responsible for ensuring that they comply with these terms.
2. **Your information** Your information will be held and used by us, for the purpose of taking payment for and distribution of, purchased tickets.
3. **Communicating with ticket applicants and purchasers**
 - a. We will normally communicate with ticket applicants and ticket purchasers using the email address given on your ticket application. If you have given us another means of contact we may use this.
 - b. If you wish to communicate with us, or request copies of information or policies available to you under, or referred to in these terms, then you must do so by email

at worldcup@nevisrange.co.uk, or by telephone at 01397 705825.
4. **Tickets**
 - a. We may accept or refuse ticket applications entirely at our discretion.
 - b. Ticket prices shall be set out at fortwilliamworldcup.co.uk. The ticket price that shall be charged by us will be that which is current at the date your ticket application is submitted to us. Ticket prices are inclusive of all applicable taxes and the delivery of tickets to you.
 - c. The ticket price is specified and payable in pounds sterling.

- d. Any and all charges arising as a result of payment or attempted payment in another currency, for example credit card fees or currency exchange charges are your responsibility.
- e. We will deliver tickets, which have been paid for by you, to the address set out in your ticket application. If this address changes after your ticket application has been submitted please contact us using the details set out in clause 3.b.
- f. In the event that you seek to change your address after tickets have been despatched to you, we will not recall those tickets and despatch them to your changed address. In such an event you shall be solely liable for recovering the tickets from the address to which they were actually sent, no refund shall be given to you and tickets will not be re-issued by us.
- g. We intend to deliver tickets to you in good time prior to the event. Where you have not received tickets purchased seven (7) days prior to the event then please contact us using the details set out in 3.b.
- h. Where tickets are returned to us undelivered we will endeavour to contact you to inform you. In such an event we may require you to collect tickets in person. You may be required to pay an additional charge for re-delivery if tickets are re-sent to you.
- i. Tickets purchased up to and including 25 May 2016 will be dispatched from 2 to 3 weeks prior to the event. All tickets purchased on or after 26 May 2016 will be held at the venue for collection - Please print and bring your sales confirmation email with you when collecting your tickets.
- j. Advanced ticket sales will cease at 16:00 (UK local time) Mon 30 May 2016. This is subject to change without prior notice and is based on availability. EARLY BIRD Tickets are only available online during December, closing at 16:00.
- k. If tickets are purchased within nine (9) days of the event they will be held on site and you are required to collect such tickets in person.

5. Refunds and exchanges

- a. No refunds or exchanges (in whole or in part) other than as set out in these terms shall be offered or given. This does not affect your rights under law.
- b. You must remember to bring your tickets to the event. If you lose or forget your tickets they cannot be replaced.
- c. Refunds shall be made to the payment card used to purchase the ticket. In the event that other means of payment were used, refunds shall be made by such means as we deem appropriate, which may include payment by cheque, or direct bank transfer (where we have account details for the ticket purchaser), and/or we may contact you to discuss the appropriate means of making the refund (however we do not guarantee that we will do this).
- d. No refunds shall be given at the venue ticket offices.
- e. If you wish to exercise a right to refund, you must provide to Fort William 2016 the related tickets or Gift voucher and sales invoice where applicable, prior to receiving the refund or exchange and before the start date of the event.
- f. We may require you to complete a refund application form to enable a refund to be made.
- g. In the interests of fraud prevention, no tickets will be replaced or ticket prices refunded if a ticket is forgotten, lost by you, stolen, defaced, damaged or destroyed.
- h. For the avoidance of doubt, if you choose not to use a ticket which you are entitled to use as a result of your holding of a ticket, no refund or exchange (in whole or in part) for that ticket will be given.

6. Attending the Event

- a. We and the venue owners and operators reserve the right to refuse entry to any person to the venue and remove any person from the venue, where in our reasonable opinion we believe that person may cause a risk to the safety or security of the venue or the enjoyment of the event by others.

- b. You must comply with all directions given by officials and the police when at the event.

7. Prohibited activities

- a. No commercial, promotional, advertising or marketing (including charitable) activity may be undertaken at the event. If you conduct any such activities, we may prevent you from entering the venue, require you to obscure any article used in connection with such activities or require you to leave the venue. In such an event you will not receive a refund of the sum paid for your ticket.
- b. Removal of, causing damage to, defacing, interfering or tampering with the venue or any item found there is prohibited. If you cause any damage to, deface, interfere or tamper with any item from the venue, you shall be liable to us and to the venue owner and operator and/or the item owner.
- c. Entry onto the courses or into any restricted area, causing an obstruction, littering, acting in a way intended or likely to cause injury, annoyance, distress or anxiety to others, and/or acting in a way intended or likely to interfere with the proper operation of the event is also strictly prohibited.

8. Recording and photography

- a. Images, videos and audio recordings taken or made by you in the venue with a camera, phone camera, video camera or audio equipment (or any other kind of equipment) may not be used for any purpose other than for personal and non-commercial purposes. You may not sell, license, broadcast, publish, or commercially exploit in any manner such images, videos or audio recordings, unless expressly authorised by us.
- b. By attending the event you consent to the broadcast, photographing and recording of you, your image, likeness and voice, by us and persons authorised by us (and all subsequent broadcast and other transmission or distribution of such recording) by whatever means either currently known or subsequently developed. You acknowledge that you shall have no right in or to such broadcast, photograph or recording, or any right to be remunerated for such broadcast, photograph or recording (or use of such broadcast, photograph or recording), nor any right to object to, or to be identified in relation to, such broadcast, photograph or recording or use of such broadcast, photograph or recording, howsoever made.

9. Delay, interruption, rescheduling, postponement and cancellation

- a. Tickets allow entry to the event. You acknowledge that the published programme may be delayed, interrupted, rescheduled, postponed or cancelled both for reasons beyond our control, or to allow for the proper management of the event. We do not guarantee that any scheduled session will commence at its stated time, however we will endeavour to ensure that this is the case. If a session is delayed, interrupted, rescheduled, postponed or cancelled we will not be liable to you for any changes you may have to make to any travel, accommodation or other arrangements.
- b. If the competitions commence on the date set out in the ticket and is thereafter interrupted, and it is determined by Fort William 2016 and the UCI that it was substantially completed, you will not be eligible for a refund.
- c. If there is a significant cancellation within a daily programme, a refund may be available to ticket holders. Any refund will depend on the nature of the cancellation and how much of the scheduled programme had been completed. Written applications for a refund will be required and must be accompanied by the relevant tickets or tickets accompanied by the relevant Gift Voucher Sales Invoice where applicable.

10. Breach of these terms and liability

- a. If you breach these terms then we shall have the following rights:
 - i. to invalidate your ticket;

- ii. to remove you from the session which you are attending;
 - iii. to invalidate any other tickets you have purchased or hold;
 - iv. to refuse your entry to any session forming part of the event;
 - v. and/or
 - vi. to claim damages from you in respect of your breach of these terms.
- b. If you breach these terms we may also pass information concerning you to persons responsible for the enforcement of the law, and/or who have an interest in the proper management of the event. They may use this information to take action against you in relation to your breach.
 - c. If you cause us to incur loss, damage, costs or expense due to your breach of these terms or otherwise (for example due to a failure to exercise proper care), then you shall be liable to us for this.
 - d. If you cause any other person to incur loss, damage, costs or expense due to your breach of these terms or otherwise (for example due to a failure to exercise proper care), then you shall be liable to that other person for this.
 - e. We shall not be liable for any loss, damage, costs or expense which is not caused by us. This includes any injury arising from any incident that takes place on the course, involving competitors.
 - f. Our service providers (for example the operators of the venue) shall not be liable for any loss, damage, costs or expense which is not caused by them.
 - g. You shall be solely responsible for ensuring the safety and security of any items you bring to the venue. We shall not be liable to you if any such item is lost or stolen.
 - h. If we breach these terms and as a result you cannot attend the event for which you are a ticket holder, our liability to you is limited to refunding the face value of the ticket purchased for that event.

11. General

- a. If we delay or fail to enforce any rights it shall not mean that we have waived our right to do so at any subsequent time.
- b. If any part of these terms is deemed by a court to be unenforceable, the remainder of the terms shall not be affected.
- c. These terms shall be construed in accordance with Scottish law and the courts of Scotland shall have exclusive jurisdiction in relation to any matter concerning these terms.
- d. Nothing in these terms affects your rights under law.

The UCI Mountain Bike World Cup and 4X Pro Tour are produced by Rare Management Ltd.