



SCOTTISH RUGBY TICKETING TERMS & CONDITIONS - REPRESENTATIVE MATCHES March 2018 Revision

1. Definitions

In these Conditions of Issue, the following words will have the following meanings:

"Conditions of Entry" means: (i) these Conditions of Issue; and (ii) the Ground Rules; **"Conditions of Issue"** means these terms and conditions governing the issue and use of Tickets; **"Ground Rules"** means any ground rules issued by Scottish Rugby from time-to-time setting out the terms and conditions upon which spectators are granted admission to the Stadium (copies of which are on display at the Stadium, on the Scottish Rugby Website and which can also be obtained upon request from Scottish Rugby); **"Match"** means a home rugby union match or tournament held at the Stadium and in which any of the Teams participates (and **"Matches"** will be construed accordingly); **"Member Club"** means a rugby union club or other society or body that is from time to time itself a member of the Scottish Rugby Union and is entitled to an allocation of Tickets from Scottish Rugby on that basis; **"Member Club Terms and Conditions"** means any terms and conditions for the application, allocation, sale or transfer of Tickets by Member Clubs as may be notified to Member Clubs from time to time by Scottish Rugby; **"Package"** means the supply of a Ticket with additional benefit(s) including but not limited to retail items, accommodation, food, drink, hospitality or travel; **"Scottish Rugby"** means Scottish Rugby Union Limited, registered number SC132061 and having its registered office at Murrayfield, Edinburgh EH12 5PJ; **"Scottish Rugby Website"** means the official website of Scottish Rugby currently located at www.scottishrugby.org; **"Season Ticket"** means a season ticket entitling you to admission to those Matches specified by Scottish Rugby as being included within that season ticket, together with use of a nominated seat at those Matches; **"Stadium"** means Murrayfield Stadium, Edinburgh, EH12 5PJ and its surrounding car parks and grounds owned, occupied or controlled by Scottish Rugby or any alternative venue at which a Match is played; **"Teams"** means any Scotland men's or women's national representative rugby union team which is selected, operated or controlled by Scottish Rugby or the Scottish Rugby Union; **"Ticket"** means a ticket for admission to a Match, or a Season Ticket; **"Ticket Exchange"** means any official Scottish Rugby online ticket exchange which is made available on the Scottish Rugby Website from time to time; and **"you"** means the holder of a Ticket (and **"your"** will be construed accordingly).

2. Formation of Contract

2.1 These Conditions of Issue and the Ground Rules together comprise the Conditions of Entry under which a Ticket is sold to you and entry to the Stadium is made available. These Conditions of Issue apply to Tickets sold by Scottish Rugby or on behalf of Scottish Rugby through Scottish Rugby's authorised agents or distributors (including but not limited to Member Clubs) and any Ticket Exchange.

2.2 The application, allocation, purchase or transfer of a Ticket to you constitutes your acceptance of the Conditions of Entry.

2.3 By applying for, purchasing and/or using a Ticket, you confirm that any personal information (such as your name, address or date of birth) provided as part of that process is accurate and up to date and you agree that Scottish Rugby will collect and process your personal information in accordance with its Privacy Policy (which is available on the Scottish Rugby Website).

2.4 All Tickets are made available subject to a safety certificate for the Stadium being granted by the appropriate authorities and being in place for each Match.

2.5 Scottish Rugby shall be entitled to place a limit on the number of Tickets that may be purchased in a single transaction or a series of transactions and reserves the right to cancel Tickets purchased in excess of this number

subject to a refund being provided at the face value of the Tickets.

2.6 Scottish Rugby shall be entitled to place deadlines or restrictions on the allocation, application, sale or purchase of Tickets.

3. Use of a Ticket & Admission

3.1 All Tickets remain the property of Scottish Rugby at all times.

3.2 You must retain your Ticket at all times as you may be required to produce it together with evidence of your identity by any official, steward, representative or employee of Scottish Rugby or any police officer.

3.3 If you do not comply with the Conditions of Entry Scottish Rugby may, without prejudice to any other remedy it may have, refuse admission or eject you from the Stadium.

3.4 Tickets are not valid for any events at the Stadium other than the Match specified on the Ticket, or in the case of a Season Ticket the Matches specified as being included within the Season Ticket.

3.5 Subject to Scottish Rugby's right to relocate your seat out in Clause 3.17 below, a Ticket permits you to occupy, at the relevant Match, the seat indicated on the Ticket or stated on the confirmation receipt/email of purchase or otherwise notified to you by Scottish Rugby.

3.6 Scottish Rugby does not guarantee admission if you arrive at the Stadium turnstile less than thirty (30) minutes before the publicised Match kick-off time.

3.7 To be admitted to the Stadium, you must show your Ticket at the turnstile and your Ticket must be validated by the control readers located at the appropriate turnstile. You may be refused admission into the Stadium if your Ticket is not validated by such control readers.

3.8 While at the Stadium you agree to behave in a reasonable, responsible and lawful manner and to comply with the instructions of any official, steward, representative or employee of Scottish Rugby or any police officer.

3.9 Any person who enters the Stadium is liable to be searched by any official, steward, representative or employee of Scottish Rugby or any police officer for health and safety or security reasons and to ensure that they are complying with the Conditions of Entry. Scottish Rugby reserves the right to refuse admission to anybody that refuses to be searched.

3.10 Except for authorised press or media representatives holding official passes, or as permitted by the Ground Rules, you must not bring any equipment which is capable of recording footage of a Match into the Stadium or use such equipment for that purpose. Mobile telephones are allowed for personal and private use but not for recording Matches.

3.11 If you breach Clause 3.10 you may be refused admission to or be ejected from the Stadium and be required to deliver up any tapes, films, disks or other recordings or data to Scottish Rugby and the copyright in such recording or transmission is hereby assigned (by way of present assignment of future copyright) to Scottish Rugby.

3.12 Scottish Rugby or its commercial partners may from time to time create images and/or audio-visual footage of spectators attending the Stadium and this may include you. Scottish Rugby or its commercial partners (as the case may be) shall own all rights in these images and footage and will be entitled to use these:

3.12.1 to promote Scottish Rugby and its commercial partners; and

3.12.2 for any other purpose deemed reasonable by Scottish Rugby.

Your entry into the Stadium is confirmation that you have consented to such use. If you are under 15 years of age then either the parent, guardian or responsible adult who is accompanying you shall be deemed to have provided consent on your behalf.

3.13 You agree not to bring into, use or display any sponsorship, promotional or marketing materials within the Stadium.

3.14 You agree not to offer or distribute (either free or for sale by any person) any consumer item or commercial product of any nature within the Stadium.

3.15 If you leave the Stadium at any time on a Match day, you will not be entitled to re-enter except where Scottish Rugby expressly approves

such re-entry.

3.16 Children aged two (2) or over must have a valid Ticket and be accompanied by an adult with a valid Ticket for the same Match. Children under the age of two (2) will be admitted to the Stadium for Matches free of charge if they are accompanied by an adult with a valid Ticket for the same Match.

3.17 Scottish Rugby may, in its reasonable discretion, relocate you to an alternative seat for any Match or part of a Match. Exercise of this right includes but is not limited to the following situations:

3.17.1 If Scottish Rugby is required under the rules of a competition to provide that seating for the use of the competition organizer;

3.17.2 if the section of the Stadium in which the seat purchased is located has been closed; or

3.17.3 for safety, security or other operational reasons. Reasonable efforts will be made to provide a comparable seat elsewhere in the Stadium.

3.18 Whilst attending each Match, you must comply with any applicable laws and regulations and you must not conduct yourself in any way that could bring Scottish Rugby or the sport of rugby union into disrepute.

4. Conditions of Transfer/Sale of Tickets

4.1 Tickets may only be transferred or sold (or offered for transfer or sale) in accordance with these Conditions of Issue.

4.2 No Ticket may be transferred or sold (or offered for transfer or sale) for an amount which is above face value.

4.3 No Ticket may be transferred or sold (or offered for transfer or sale) through any secondary ticketing service provider, auction site or website (other than through any Ticket Exchange).

4.4 No Ticket may be offered, gifted or used as a prize, or as part of a competition, or for any other promotional or similar activity unless Scottish Rugby (in its absolute discretion) has given its prior written consent to do so.

4.5 No Ticket may be included, sold or offered as part of a Package unless Scottish Rugby (in its absolute discretion) has given its prior written consent to do so.

4.6 Permitted transfers/sales:

4.6.1 **Ticket Exchange** – you may transfer or sell your Ticket(s) via the Ticket Exchange in accordance with the terms and conditions of that Ticket Exchange;

4.6.2 **Accompanying persons** – if you have purchased or obtained more than one Ticket for a Match, you may transfer or sell the additional Ticket(s) to a person that accompanies you to the Match (a **"Transferee"**) provided that:

- the Transferee is known to you personally;
- the Ticket is for the personal use of the Transferee;
- you retain one Ticket for your own use;
- you do not advertise the additional Ticket(s) for transfer or sale;
- the Ticket is not transferred or sold for an amount which above face value;
- the Transferee would otherwise have been entitled to purchase a Ticket and attend the Match;
- the Ticket remains subject to the Conditions of Entry and the Conditions of Entry shall apply to the Transferee if the Transferee was the original purchaser. It is your obligation to ensure that the Transferee is made aware of this;
- the transfer or sale does not take place in the course of any business or for the purpose of facilitating any third party's business;
- you must keep a record of the name and address of each Transferee; and
- you must provide the name and address of each Transferee if asked to do so by any official, steward, representative or employee of Scottish Rugby or any police officer.

4.7 In addition to the Conditions of Entry, if you are a Member Club you must also comply with the Member Club Terms and Conditions.

5. Pricing & Ticketing Information

5.1 If Scottish Rugby discovers an error in the price or nature of the Ticket you have ordered

from Scottish Rugby, Scottish Rugby will inform you as soon as possible and give you the option of reconfirming your order at the correct price/ specification, or cancelling it. If Scottish Rugby is unable to contact you, it will treat the order as cancelled and you will be given a refund at the face value of the Ticket on request, provided the request is made within a reasonable period.

5.2 Scottish Rugby may apply a fee in addition to the Ticket price to cover the costs associated with processing and issuing Tickets purchased (including postage and delivery costs to reflect the chosen method of Ticket delivery). Any such additional fee will not exceed the relevant costs borne by Scottish Rugby.

5.3 If a Season Ticket is being paid for in instalments, such as direct debit, the Season Ticket cannot be used while any instalment is overdue. Attempted use of a Season Ticket in such circumstances may lead to deactivation or confiscation of the Season Ticket until any outstanding amounts (which may include an administration charge and reasonable interest) are paid.

5.4 If a direct debit instalment is not honoured, Scottish Rugby may either re-present the instruction to your bank or building society for payment or ask for the missed payment to be paid by credit or debit card and charge you an administration fee of up to £10 per missed payment.

5.5 If outstanding sums are not paid within a reasonable period, Scottish Rugby may terminate the instalment arrangement and either require you to pay all sums due plus interest or terminate this agreement and seek to sell the Season Ticket to a third party for the remainder of the Matches.

5.6 You may be subject to legal action by Scottish Rugby to recover any losses incurred if Scottish Rugby is unable to resell the Season Ticket. In addition, failure to pay may affect your ability to purchase tickets for future events or matches, to renew the Season Ticket, or to pay by instalments in the future.

5.7 If you have agreed to renew your Season Ticket automatically each year, a seat in that price category will be reserved for you for each succeeding season unless you notify Scottish Rugby in writing, by the deadline set by Scottish Rugby that you wish to end that arrangement. While reasonable efforts will be made to reserve the same seat for you, Scottish Rugby does not guarantee that the same seat will be available.

5.8 If you have not withdrawn your agreement to automatically renew by the deadline you will be deemed to have agreed to purchase a Season Ticket for the seat allocated to you and you authorise Scottish Rugby to continue to operate your direct debit instruction for the price of that Season Ticket.

5.9 If you can cancel the direct debit instruction through your bank prior to any payment being taken, we will assume you that you have chosen to terminate your Season Ticket and we will take the relevant action to cancel your Season Ticket in our system.

6. Changes to Date or Venue, Refunds and Exchange

6.1 Once you have purchased a Ticket, you will not be entitled to cancel it without the agreement of Scottish Rugby and no refund will be payable by Scottish Rugby for any Matches that you decide not to attend or are unable to attend.

6.2 In particular, you should note the following:

6.2.1 the dates, locations and times of all Matches are subject to alteration and Scottish Rugby will have no liability to you if these are altered;

6.2.2 Scottish Rugby will use reasonable endeavours to publicise any changes to the date, locations and times of any Match as far in advance as possible via its website. Scottish Rugby recommends that you check its website on a regular basis in order to confirm the latest dates and times of Matches;

6.2.3 Matches may be postponed, abandoned or relocated (for example, due to pitch or weather conditions or other circumstances outside Scottish Rugby's control). You should retain the Ticket you were originally issued. Subject to Clause 6.2.4 below, you will be entitled to attend the re-arranged

Match using the same Ticket but Scottish Rugby does not accept any other liability to you in these circumstances; and

6.2.4 Matches may, occasionally, require to be played behind 'closed doors' meaning that no spectators are allowed to attend.

6.3 If a Match is cancelled and not subsequently re-arranged, or requires to be played behind closed doors, you will be entitled to a refund of the face value of your Ticket for that Match or pro rata in the case of a Season Ticket.

6.4 Entry to any alternative venue will be subject to the ground rules applying at that venue.

7. Lost or Stolen Tickets

7.1 Scottish Rugby is not responsible for any Ticket which is lost, misplaced, damaged or stolen. If your Ticket is lost or stolen you should report this to Scottish Rugby as soon as possible. If your Ticket is stolen, you should also contact the police.

7.2 Subject to the provision of satisfactory evidence of loss or theft, Scottish Rugby may, at its option, issue you with a replacement Ticket upon payment by you of a non-refundable administration fee of £10. Scottish Rugby reserves the right to withdraw this replacement Ticket facility for any Match without notice or liability.

7.3 Scottish Rugby does not accept responsibility for any Ticket which has been lost or delayed in the postal system and does not guarantee that Tickets sent by Scottish Rugby to you by post will arrive in sufficient time for you to attend the Match. However, any reprints or reissues due to late delivery where you have paid for a premium postal service will be free of charge, subject to proof of postage and Scottish Rugby's discretion (acting reasonably).

8. Cancellation & Withdrawal of Tickets

8.1 Without limiting any other remedies it may have, Scottish Rugby will be entitled to treat any Ticket obtained, used or offered for sale in breach of the Conditions of Entry as void and in that event all rights conferred by that Ticket will be nullified.

8.2 If you commit a serious or any persistent breaches of the Conditions of Entry Scottish Rugby may take any, or any combination of, the following steps:

8.2.1 issue a warning;

8.2.2 refuse entry to the Stadium;

8.2.3 eject you from the Stadium;

8.2.4 cancel, confiscate and/or deactivate the Ticket;

8.2.5 exclude you from future entry to the Stadium for each period as Scottish Rugby considers appropriate, in all of the circumstances;

8.2.6 exclude you from purchasing Tickets in the future;

8.2.7 withdraw any right to buy tickets for other matches;

8.2.8 cancel your participation in any membership scheme operated by or on behalf of Scottish Rugby;

8.2.9 terminate this agreement on written notice with immediate effect; and

8.2.10 take separate legal action against you. No refunds will be given in any of these circumstances.

8.3 The following actions will automatically constitute serious breaches of the Conditions of Entry:

8.3.1 breach of any of the Ground Rules;

8.3.2 committing a criminal offence in the Stadium or on the premises of Scottish Rugby;

8.3.3 endangering the health, safety or welfare of any person at or during a Match or while on the premises of Scottish Rugby;

8.3.4 causing damage to any property or premises of Scottish Rugby;

8.3.5 the sale or transfer (or offer for sale or transfer) of a Ticket to any person other than as permitted by these Conditions of Issue;

8.3.6 the supply of any misleading or incorrect information in any application for a Ticket;

8.3.7 any failure to pay or default of payment in respect of any sums owing to Scottish Rugby (or any third party) in respect of a Ticket;

8.3.8 any failure to comply with the instructions of an official, steward, representative or employee of Scottish Rugby or any police officer;

8.3.9 accessing or attempting to access the pitch area of the Stadium without

authorisation; or

8.3.10 breach of any applicable laws and regulations or conducting yourself in any way whilst attending a Match that could bring Scottish Rugby or the sport of rugby union into disrepute.

8.4 The list of actions which constitute a serious breach of the Conditions of Entry set out in Clause 8.3 above is not exhaustive. There may be other actions which Scottish Rugby deems to be a serious breach of the Conditions of Entry and entitle Scottish Rugby to exercise its rights under the Conditions of Entry.

8.5 Return or reactivation of a confiscated Ticket will be at the discretion of Scottish Rugby.

9. Exclusion of Liability

9.1 You are responsible for your own safety and the safety of any accompanying children when you are at the Stadium.

9.2 Subject to Clause 9.5 below and to the maximum extent permitted by law, Scottish Rugby excludes any liability for any loss, injury or damage to persons or property in or around the Stadium.

9.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Conditions of Entry.

9.4 Subject to Clause 9.5 below:

9.4.1 Scottish Rugby will not be responsible for any interruptions and/or restrictions to your view of the Match caused by: (i) the position of your seat; or (ii) the actions of other spectators; or (iii) the actions of any official, steward, representative or employee of Scottish Rugby or the emergency services.

9.4.2 Scottish Rugby will not be liable to you whether in contract, delict (including negligence) or for breach of statutory duty or in any way for (in each case whether direct or indirect) any indirect or consequential losses whatsoever; and

9.4.3 Scottish Rugby's total liability to you in contract, delict (including negligence) or for breach of statutory duty or otherwise arising in connection with the Conditions of Entry will be limited to a sum equal to the total face value of the Ticket purchased by you from Scottish Rugby.

9.5 Nothing in the Conditions of Entry will serve to exclude or limit Scottish Rugby's liability to you in respect of death or personal injury caused by or arising from Scottish Rugby's negligence, or fraud.

10. General

10.1 If Scottish Rugby delays or fails to enforce any of the Conditions of Entry it will not mean that Scottish Rugby has waived its right to do so.

10.2 The Conditions of Entry are between Scottish Rugby and the person or entity to which Ticket(s) are sold, issued or transferred from time to time. Scottish Rugby shall be entitled to enforce the Conditions of Entry against any person or entity that has acquired, held, sold, transferred or otherwise used or attempted to use Ticket(s).

10.3 Scottish Rugby will be entitled to assign any of its rights and obligations under the Conditions of Entry provided that your rights are not adversely affected.

10.4 If it is found by a court of competent jurisdiction that any of the Conditions of Entry cannot be enforced for any reason, this will not prevent the other provisions from continuing to apply.

11. Governing Law

These Conditions of Issue and the Conditions of Entry are governed by Scots Law and any dispute relating to them will be subject to the exclusive jurisdiction of the Scottish Courts.

12. Changes

Scottish Rugby reserves the right to make changes to the Conditions of Entry. Material changes to the Conditions of Entry will be notified to you by being displayed on the Scottish Rugby Website (and in the case of the Ground Rules at the Stadium). Changes will apply to Ticket(s) acquired or purchased after the date that the changes were made.

13. Contact Us

You can contact Scottish Rugby about these Conditions of Issue and the Conditions of Entry by phoning 0131 346 5160 or by emailing ticketcentre@srug.org.uk.