

Summer of Sonic Terms and Conditions (“Terms and Conditions”)

1. Definitions and interpretation

“**Event**” means the Summer of Sonic 2011 event.

“**SEGA**” means SEGA Europe Limited.

“**Tickets**” means SEGA authorised tickets, wristbands or other permitted types of evidence (including electronic tickets) for the Event.

“**Venue**” means the location of the Event.

“**You**” means you or anybody who in SEGA’s reasonable opinion is acting with your permission.

2. General

These terms and conditions (“Terms and Conditions”) apply to your application for a Ticket and your attendance at the Event. These Terms and Conditions are in addition to any terms and conditions of the Venue. By applying for a Ticket you accept these Terms and Conditions. You should therefore read these Terms and Conditions carefully prior to applying for a Ticket. In the event of any inconsistency between any terms and conditions provided by the Venue and these Terms and Conditions, these Terms and Conditions shall prevail.

3. Tickets

Tickets are subject to availability and are distributed at SEGA’s sole discretion. SEGA reserves the right to refuse to issue a Ticket to any person. A valid Ticket must be produced to gain entry to the Event but a Ticket does not guarantee entry to the Event. Both SEGA and the Venue reserve the right to refuse any person entry to the Venue for any reason. Proof of identity and age may be required to gain entry.

Removing any part of, altering or defacing the Ticket may invalidate your Ticket. It is your responsibility to check your Ticket. Mistakes cannot be rectified after application. Please check your Tickets on receipt of your confirmation email carefully and contact SEGA immediately if there is a mistake. SEGA will not be responsible for any Ticket that is lost, stolen, forgotten or destroyed. It is not always possible to issue duplicate tickets. Duplicates may therefore be issued at SEGA’s discretion acting reasonably. If duplicates are being issued, a reasonable administration charge may be levied.

4. Changes to Event including cancellation and postponement

SEGA reserves the right to change the venue for the Event, the date of the Event and/or the programme for the Event for any reason and at its sole discretion. It is your responsibility to ascertain whether the Event has been cancelled or re-scheduled and the date and time of the re-scheduled Event. Where the Event is cancelled or re-scheduled, SEGA will use reasonable endeavours to notify You using the details You provided at the time of applying for the Ticket. SEGA does not guarantee that You will be informed of such cancellation before the date of the Event. It is Your responsibility to inform SEGA of any change to the contact address, telephone number or email address You provided SEGA with at the time of ordering. SEGA and the Venue reserve the right to cancel or reschedule the Event without notice. SEGA shall have no liability to you for any loss or damage you may suffer arising out of or in connection with the cancellation or postponement of the Event (save in respect of death or personal injury caused by SEGA’s negligence). These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

5. Liability

Personal arrangements including travel, accommodation and/or hospitality relating to the Event which have been arranged by You are at your own risk. SEGA accepts no liability for the cancellation or rescheduling of an Event, or for material

changes to the Event. SEGA shall not reimburse any costs incurred by You in connection with your attendance at the Event. SEGA shall not be liable for any loss, theft or damage of Your personal belongings.

6. Resale/use of Tickets and property

You may not re-sell or transfer a Ticket unless SEGA gives prior written approval.

7. Void Tickets

Any Ticket obtained in breach of these Terms and Conditions shall be void and all rights conferred or evidenced by such Ticket shall be void. Any person seeking to use such a void Ticket in order to gain or provide entry to the Event may be considered to be a trespasser and may be liable to be ejected and liable to legal action.

8. Restrictions on the purchase of tickets

Tickets may be restricted to a maximum number. Any such restriction shall be notified to You at the time You apply for the Tickets. We reserve the right to cancel Tickets purchased in excess of this number and without the Agent's agreement, without prior notice unless the purchase of an excess was due to SEGA's error.

9. Conditions of Admission

SEGA and the management of the Venue reserves the right to refuse Ticket holders admission to the Venue at for any reason including, but not limited to, health and safety concerns and/or licensing reasons.

SEGA and the management of the Venue also reserve the right to request that Ticket holders leave the Venue at any point on reasonable grounds and may take any appropriate action to enforce this right. By way of example, SEGA may remove or request the removal of a Ticket holder who:

1. has behaved in the Venue in a manner which, in SEGA's reasonable opinion has, or is likely to affect the enjoyment of other visitors; or
2. uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or
3. in the reasonable opinion of the Venue is acting under the influence of alcohol or drugs; or
4. fails, when required, to produce proof of identity or age.

You must comply with all instructions and directions given by Venue staff and stewards.

10. Restrictions and prohibitions

The use of equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data inside the Venue is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Any recording made of the Event in breach of these conditions shall belong to SEGA. We will not be liable for any loss, theft or damage to confiscated items. **By attending the Event, You consent to filming and sound recording of You as an attendee of the Event.** SEGA and its group companies may use such films and recordings (including any copies) without payment for any purpose and without seeking any further consent from You. Ticket holders shall not bring into the Venue or display or distribute at the Event any sponsorship, promotional or marketing materials.

Alcohol may only be consumed in public bars and other authorised areas. Smoking is not permitted unless within a designated smoking area (if any).

The following are not permitted within the Venue:

1. **animals (with the exception of guide dogs);**

2. **laser pens;**
3. **your own food and drink;**
4. **bottles, cans or glass containers;**
5. **any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives);and**
6. **illegal substances.**

SEGA and the management of the Venue reserves the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of SEGA and/or the management of the Venue, may cause danger or disruption to other attendees at the Event or is one of the prohibited items listed above. Ticket holders may only leave and re-enter the Venue during the Event at SEGA's discretion. Otherwise, there will be no re-admission or pass-outs of any kind. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas is strictly forbidden.

11. Health and Safety

Ticket holders must comply with all relevant statutes, safety announcements and Venue regulations whilst attending the Event. If Ticket holders have any special requirements or concerns about any special effects which may be featured at the Event, prior notice should be given to SEGA or its representative when ordering Tickets. Special effects may include, without limitation, sound, audio visual, pyrotechnic effects and/or lighting effects.

12. Waiver

If SEGA delays or fails to enforce any of these Terms and Conditions it shall not mean that SEGA has waived the right to do so.

13. Severability

If it is found by a Court that any of these Terms and Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.

14. Amendments and variations

You agree to be bound by these Terms and Conditions and the terms and conditions of the Venue. You should read the terms and conditions carefully before entering into the contract to ensure that they contain everything that You consider has been agreed. If you do not agree with any of the Terms, you should not attend the Event.

15. Entire agreement

These Terms and Conditions, together with any applicable terms and conditions of the Venue, constitute the entire agreement between the parties.

16. Governing Law and Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of England and the exclusive jurisdiction of the courts of England.