

## Mitel & MLB London Series 2020

### Ticket Terms and Conditions

These Conditions govern all Tickets issued for the Event and the admission of a Ticket Holder to the Venue to attend the Event. These Conditions will be printed in an abbreviated form on each Ticket. In the case of any conflict or ambiguity between these Conditions and the abbreviated form printed on a Ticket, these Conditions will prevail. All capitalised terms used in these Conditions and in the abbreviated form printed on a Ticket shall have the meanings given to them in paragraph 8 of these Conditions. All Tickets are issued by or on behalf of MLB. Any person who purchases or possesses a Ticket, or uses or attempts to use any Ticket, shall be deemed to have accepted and agreed to comply with these Conditions in full and without condition.

#### **1. Ticket Purchase and Delivery for Tickets Purchased from the MLB Sellers**

- 1.1 Tickets may be purchased from MLB (via the Official Ticketing Agent) or from the Authorised Agents or through any other sale or transfer mechanism authorised in writing by MLB (collectively, **MLB Sellers**), or as provided in paragraph 2.1 below. Tickets purchased or obtained from any other source shall be void and may be seized or cancelled without refund or compensation.
  - 1.2 MLB reserves the right to limit, at the time of purchase, the maximum number of Tickets that any person may purchase for the Event. Tickets may be limited to a maximum number per person, per payment card and/or per household. MLB reserves the right to cancel without prior notice and without refund any Tickets purchased in excess of this number, unless the purchase of such excess was due to MLB's error.
  - 1.3 Tickets may not be purchased by any Minor. The nominated payment card or the registered bank account used to purchase Tickets must be registered in the name and address of the Ticket Purchaser. MLB reserves the right to refuse any application for Tickets from any person who fails to comply with this condition or to cancel without prior notice and without refund any Tickets purchased in breach of this condition.
  - 1.4 Once payment in full has been received by MLB or by the Authorised Agents, confirmation of the sale and the Ticket Purchaser's booking reference number will be notified to the Ticket Purchaser by email or in writing.
  - 1.5 The sale or other issuance of any Ticket is final and non-refundable except as outlined in paragraphs 6.1 to 6.8 of these Conditions or as required by English law. MLB reserves the right not to replace or accept any Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, or any Ticket which is unreadable, illegible or incomplete.
  - 1.6 The Ticket Purchaser may select whether to receive Ticket(s) in hard copy or as electronic tickets.
  - 1.7 Hard copy Tickets will be delivered to the billing address of the Ticket Purchaser and not to any other address unless MLB specifically allows for them to be sent to an alternative address. Post office boxes (or similar) are not acceptable addresses for the delivery of hard copy Tickets. Electronic tickets will be issued via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application.
  - 1.8 If any Tickets have not been received five days before the Event, the Ticket Purchaser should contact the relevant customer service centre (details of which will be given to the Ticket Purchaser at the time of the confirmation of sale) quoting the booking reference number given to the Ticket Purchaser at the time of the confirmation of sale.
  - 1.9 If, in the opinion of MLB, there is not enough time to deliver hard copy Tickets to the Ticket Purchaser before the Event, Tickets will be issued as electronic tickets or (at the
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choice of MLB) made available for collection by the Ticket Purchaser from the Venue on the day of the Event and the Ticket Purchaser will be advised at the time of purchase of the arrangements for the collection of the Tickets. The Ticket Purchaser must collect the Tickets in person and will be required to produce the relevant booking reference number, the payment card used to purchase the Tickets and photographic proof of identity. If the Ticket Purchaser does not show the required documents/identification, MLB may refuse to make the Tickets available to the Ticket Purchaser and will not be responsible for the Ticket Purchaser's inability to enter the Venue and/or otherwise attend the Event.

- 1.10 It is the Ticket Purchaser's responsibility to check his/her Tickets; mistakes cannot always be rectified. Tickets should be checked on receipt and the Ticket Purchaser should contact the relevant customer service centre (details of which will be given to the Ticket Purchaser at the time of the confirmation of sale) as soon as possible if there is a mistake. Whilst MLB tries to ensure that pricing and ticketing information provided to Ticket Purchasers is correct at all times, errors may occasionally occur. If MLB discovers an error in the price or nature of a Ticket, MLB will inform the relevant Ticket Purchaser as soon as reasonably practicable, and give the Ticket Purchaser the option of reconfirming his or her order at the correct price/specification or cancelling it. If MLB is unable to contact the Ticket Purchaser, it will unfortunately have to treat the order as cancelled and if the order is cancelled in such circumstances, MLB will provide the Ticket Purchaser with a full refund.

## **2. Ticket Resale**

- 2.1 No offer to resell or resale of a Ticket is permitted to the extent prohibited by any applicable law or regulation.
- 2.2 Any Ticket offered for sale or sold in breach of paragraph 2.1 of these Conditions may be cancelled by MLB and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from the Venue without refund or compensation and may also be liable to legal and/or disciplinary action.
- 2.3 Any resale of a Ticket on a secondary ticketing market must comply with the provisions of the Consumer Rights Act 2015.

## **3. Venue Entry & Requirements**

- 3.1 These Conditions are subject to any additional security, public order and safety conditions of admission to the Venue that may be issued by MLB or the relevant Venue owner from time to time (the **Venue Regulations**). The Venue Regulations are available via <https://www.london-stadium.com/plan-your-visit/safety-and-security>.
- 3.2 If a Ticket Holder fails to comply with the applicable Venue Regulations, he/she may be refused admission to the Venue or evicted from the Venue without refund or compensation. In the case of any conflict or ambiguity between these Conditions and the Venue Regulations, these Conditions will prevail unless otherwise expressly stated in the Venue Regulations. Notwithstanding the foregoing, MLB and/or the relevant Venue owner reserve the right without prior notice to revoke or vary any of the Venue Regulations with immediate effect if this is considered necessary including (without limitation) on public safety grounds. Any such revocation or variation of the Venue Regulations will be displayed as soon as practicable at the Venue and, if appropriate, other sites.
- 3.3 Admission to a Venue will only be authorised upon presentation of a valid Ticket and (if required by MLB or any Authorised Person) photographic proof of identity and proof of age. One Ticket will be required for each person attending the Event, regardless of age. A valid Ticket permits the Ticket Holder to view the Event from the seat indicated on that Ticket or such other alternative seat as MLB may allocate acting reasonably.
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Nothing in these Conditions shall constitute or imply any entitlement to occupy the seat indicated on a Ticket at any other event. Ticket Holders are advised to arrive at the Venue in reasonable time prior to the advertised start time of the Event. Any Ticket Holder who does not arrive at the Venue by the advertised start time of the Event will not be entitled to a refund for such reason.

- 3.4 The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of the Event from the seat provided, nor is any representation or warranty given as to the quality, content or duration of the Event. Any Ticket Holder leaving a Venue will not be re-admitted and no pass-outs will be permitted. If a Ticket Holder is a Minor, his/her parent(s) and/or guardians are also responsible for his/her actions, conduct and compliance with these Conditions and any applicable Venue Regulations.
  - 3.5 For the purposes of safety, security and/or checking compliance with these Conditions, each Ticket Holder shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including by producing a valid Ticket and photographic proof of identity and proof of age). A Ticket Holder may be required to submit to a body and possessions search and screen process for the purposes of identifying any Illegal or Prohibited Item or Restricted Item on their person, and any refusal by the Ticket Holder may result in refusal of admission to the Venue or eviction from the Venue without refund or compensation. Any identified Illegal or Prohibited Items shall be handed over to the Police. Any identified Illegal or Prohibited Items or Restricted Items which are surrendered by a Ticket Holder as a condition of entry to the Venue shall be deemed to be surrendered irrevocably and voluntarily and will be unable to be reclaimed by the Ticket Holder and shall be disposed of by MLB without liability.
  - 3.6 MLB or any Authorised Person may refuse admission to the Venue or eject from the Venue without refund or compensation any Ticket Holder who:
    - 3.6.1 is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or is behaving, or considered by any Authorised Person likely to behave, violently, harmfully or in a manner contrary to public order and/or safety;
    - 3.6.2 violates the Guest Conduct Policy in any way;
    - 3.6.3 brings or attempts to bring into the Venue, possesses or uses within the Venue or in the vicinity thereof any Illegal or Prohibited Item including, without limitation:
      - 3.6.3.1 firearms and ammunition (including component parts) or replica, pellet or imitation firearms or ammunition; all types of knives and bladed items (including pocket knives and box cutters); offensive weapons or implements, such as extendable batons, or any items modified into weapons or replica or imitation weapons; baseball bats; controlled drugs; explosives, fireworks, flares, pepper spray or mace, smoke canisters or replica explosive devices; personal protection sprays, laser pointers & strobe lights; glass bottles and glass receptacles (medication bottles for personal use excluded); hazardous and/or toxic materials (including chemical or incendiary devices); any instrument defined as a weapon by English law; cans or any other item that an Authorised Person considers dangerous, hazardous and/or illegal or that may be used as a weapon or a missile or that may compromise or otherwise interfere with the safety of (or pose a hazard to) any person or security at the Venue;
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- 3.6.3.2 phone jammers, radio scanners and walkie-talkies; personal/private wireless and 3G or 4G access points/hubs (smart devices are permitted but must not be used as wireless access points to connect multiple devices);
  - 3.6.3.3 hard cool boxes;
  - 3.6.3.4 compressed gas containers (otherwise than required for personal medical purposes);
  - 3.6.3.5 protest material of any kind, including banners, clothing, signs or materials displaying political, religious, offensive or race-related messages, slogans or images;
  - 3.6.3.6 tents, spray paint or any other item which could be used to demonstrate within a Venue, sabotage or damage property;
  - 3.6.3.7 any objects bearing trademarks or other kinds of promotional signs and messages (of whatever nature) which MLB believe may be used for promotional or ambush marketing purposes;
  - 3.6.3.8 any tripods or video camera equipment whatsoever (whether or not for personal use); and any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing still or moving pictures) other than for personal use;
  - 3.6.3.9 bicycles, roller-skates, skateboards, scooters, wheeled footwear and similar items;
  - 3.6.3.10 any items of high-visibility clothing;
  - 3.6.3.11 pets or animals (other than guide/service dogs); and
  - 3.6.3.12 any item(s) expressly prohibited pursuant to the Venue Regulations;
  - 3.6.4 breaches or is reasonably suspected by an Authorised Person of having breached, or being likely to breach, his or her obligations under paragraphs 5.1 or 5.2 (*Media & Recordings*);
  - 3.6.5 brings or attempts to bring into the Venue, possesses or uses within the Venue any Restricted Item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue, such as, without limitation: large flags, banners and flag poles, oversized hats, large umbrellas, noisemakers such as vuvuzelas and whistles, horns, air horns, drums, rattles, and musical instruments;
  - 3.6.6 brings or attempts to bring into a Venue any alcohol, food and/or non-alcoholic drinks (unless there is a medical justification);
  - 3.6.7 whilst within the Venue or vicinity thereof, engages in disruptive, dangerous or violent behaviour including (without limitation): throwing, casting, thrusting or propelling any object (including, without limitation, onto the Field of Play), instigating violence, racism, xenophobia or homophobia, or behaving in a way that any reasonable person may interpret as provocative, abusive, threatening, discriminatory and/or offensive, or creating or posing any threat to the life or safety of themselves or any other person(s), or harming any other person(s) in any way, or unreasonably obstructing the viewing of other spectators;
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- 3.6.8 enters or circulates in restricted access areas or other areas where that person is not permitted (including, without limitation, the Field of Play, changing rooms or other athletes' or officials' areas); or stands on seats; or persistently stands instead of sitting in the allocated seat; or climbs lighting masts, fences, roofs and other apparatus or constructions;
  - 3.6.9 is reasonably suspected by an Authorised Person of having committed, or being likely to commit, a criminal offence within the Venue or the vicinity thereof;
  - 3.6.10 enters the Venue with an incorrect age concession Ticket;
  - 3.6.11 whilst within the Venue or the vicinity thereof, fails to comply with instructions from MLB or any Authorised Person;
  - 3.6.12 whilst within the Venue, damages, interferes with or tampers with any property of any third party;
  - 3.6.13 whilst within the Venue, smokes in any area where smoking is not expressly permitted;
  - 3.6.14 brings or attempts to bring into the Venue, sells, possesses or uses within the Venue or in the vicinity thereof any sponsorship, promotional or commercial items or materials (of whatever nature) without the prior written authorisation of MLB (and the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within the Venue);
  - 3.6.15 whilst within the Venue or the vicinity thereof, engages in any form of activity related to marketing or advertising (including, for the avoidance of doubt, ambush marketing), or conducts any commercial activity whatsoever, or offers (either for free or for sale), sells or possesses items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without the prior written authorisation of MLB;
  - 3.6.16 hangs or drapes any flag or banner over any signage within the Venue;
  - 3.6.17 offers to any third party any bribe or other reward to fix or contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event and/or otherwise contacts or attempts to contact any athlete, coach, team or official for a corrupt or improper purpose; and/or
  - 3.6.18 is a Minor unless accompanied by his/her parent(s) or guardian who is responsible for his/her conduct and who is also a Ticket Holder.
- 3.7 No Ticket Holder shall be permitted to enter, attend or remain in attendance at the Venue where that person is banned by the Venue from attending the Venue or by any competent authority and/or sports governing body from attending the Venue or the Event (or sports events more generally) and/or from receiving any Ticket (or tickets generally in respect of sports events).
- 3.8 Ticket Holders must retain their Ticket at all times whilst within the Venue and Tickets must be produced for inspection upon request by MLB or any Authorised Person. Failure to do so may result in the Ticket Holder being ejected from the Venue without refund or compensation.
- 3.9 The Venue is a public transport destination and Ticket Holders are encouraged to travel to the Event by public transport. Only pre-accredited vehicles will be granted access to the Venue and there is no on-site parking except for pre-accredited vehicles or Ticket Holders with a valid disabled parking badge. There is also only limited storage available at the Venue for folding prams and folding children's buggies.
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#### **4. Limitation of liability**

- 4.1 Nothing in these Conditions seeks to exclude any liability of MLB, the MLB Entities, the Official Ticketing Agent, the owner of the Venue, any sub-contractor or licensee of any of the MLB Entities, the Teams, any participating player or coach, the Authorised Agents or any Authorised Person (**Released Parties**) for death or personal injury caused by their negligence, fraud or other type of liability which cannot be excluded or limited by law. The liability of MLB, the MLB Entities, the Authorised Agents and the Official Ticketing Agent to each Ticket Purchaser in connection with these Conditions shall (in aggregate) otherwise be limited to the refund set out in paragraphs 6.5 to 6.7 (inclusive) of these Conditions.
- 4.2 The Ticket Holder is responsible for his/her own personal safety during the Event and acknowledges and assumes all risks associated with attending, observing or participating in the Event. Subject to paragraph 4.1, none of the Released Parties shall be responsible for any damage or injury suffered by the Ticket Holder before, during or after the Event, including (without limitation) damage or injury caused by any of the following: thrown baseball bats; bat fragments; thrown or batted balls; thrown, dropped or launched items; any participation by a Ticket Holder in any competition or activity; or any other hazard or distraction associated with the sport of baseball.
- 4.3 Personal arrangements including travel, accommodation or hospitality relating to attendance at the Event which have been arranged by the Ticket Holder are entirely at the Ticket Holder's own risk and none of MLB, the Authorised Agents or the Official Ticketing Agent shall be responsible to the Ticket Holder for any indirect losses or damages including, without limitation, loss of enjoyment and goodwill.
- 4.4 MLB only provides Ticket Holders with use of the Ticket for domestic and private use and Ticket Holders agree not to use the Tickets for any commercial or business purposes, and MLB has no liability to Ticket Holders for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 4.5 The Ticket Holder is responsible for his/her own personal property brought to and into the Venue. None of MLB, the Authorised Agents, the Official Ticketing Agent or the owner of the Venue accepts any responsibility for:
- 4.5.1 any loss, theft or damage of a Ticket Holder's personal property; or
- 4.5.2 any interruptions and/or restrictions to the Ticket Holder's view of the Event caused by virtue of the position of the seat and/or the actions of other spectators.

#### **5. Media & Recordings**

- 5.1 Photographs or any other recordings of sound or images taken by a Ticket Holder within the Venue may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private, non-commercial and non-promotional purposes and in any event not for commercial gain, disseminate (or aid the dissemination of) at any time, over the internet, radio, television and/or any other current and/or future form or type of media, any Event Information including (without limitation) any such content made, recorded or captured in still or moving form by mobile phones or by any other form of wireless and/or portable device, or assist any other person(s) in the conduct of such activities.
- 5.2 Each Ticket Holder attending the Event:
- 5.2.1 acknowledges that he/she is likely to be recorded in a number of media, which will be publicly disseminated (including through CCTV surveillance);
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- 5.2.2 agrees that perpetual use may be made by MLB or the MLB Entities, free of charge, of his/her voice, image and likeness captured whilst present at or about the Venue (by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
- 5.2.3 acknowledges and agrees that MLB is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any Event Information recorded within the Venue (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and
- 5.2.4 hereby unconditionally and irrevocably grants to MLB, MLB Entities and sponsors and licensees of any of the MLB Entities a perpetual, exclusive, freely assignable, royalty-free and worldwide licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder within the Venue in breach of paragraph 5.1 of these Conditions and unconditionally agrees to deliver any such recordings (in whatever form) and any copies thereof up to MLB and the MLB Entities.

## 6. Refund & Cancellation

- 6.1 **MLB DOES NOT GUARANTEE THAT THE EVENT FOR WHICH A TICKET IS ISSUED WILL TAKE PLACE AT THE DATE AND TIME STATED ON THE TICKET NOR DOES IT GUARANTEE THE PARTICIPATION OF ANY PARTICULAR PARTICIPANT OR TEAM IN THE EVENT.**
  - 6.2 MLB reserves the right to make alterations to the time, date and duration of the Event or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation): force majeure, safety and security concerns or decisions from any Authorised Person or other competent authority. In the event of such alteration, neither MLB, the Authorised Agents nor the Official Ticketing Agent will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraphs 6.5, 6.6 and 6.7 of these Conditions.
  - 6.3 As soon as possible after MLB becomes aware of postponement or cancellation of the Event, all available information will be posted on <https://www.mlb.com/london-series>, and it is the responsibility of the Ticket Holder to ascertain whether the Event has been postponed or cancelled.
  - 6.4 A Ticket will not be exchanged or refunded if:
    - 6.4.1 the Event is stopped for any reason and the Event has progressed to the point of play constituting a regulation game under Official Baseball Rule 7.01 (accessible at [https://content.mlb.com/documents/2/2/4/305750224/2019\\_Official\\_Baseball\\_Rules\\_FINAL\\_.pdf](https://content.mlb.com/documents/2/2/4/305750224/2019_Official_Baseball_Rules_FINAL_.pdf)) (**Regulation Game**); or
    - 6.4.2 the start of the Event is delayed for any reason on the date of the Event; or
    - 6.4.3 the start time of the Event is changed in advance of the date of the Event.
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- 6.5 MLB shall only be required to refund a Ticket Holder (on application by the Ticket Holder) with an amount equal to the Face Value of the relevant Ticket, in the following circumstances:
- 6.5.1 if the Event is cancelled before starting; or
  - 6.5.2 if the Event does not progress to the point of play constituting a Regulation Game; or
  - 6.5.3 if the Ticket Holder is otherwise entitled to a refund under English law.
- 6.6 The Ticket Holder shall not be entitled to a refund of any fees or charges paid in addition to the Face Value of the Ticket (for example, any Handling Fee or postage or courier charges) except where this is required by English law. No interest or costs will be payable in respect of any monies refunded.
- 6.7 Where paragraph 6.5 of these Conditions applies, only the Ticket Holder may apply for a refund. If MLB initiates a refund process under paragraph 6.5 of these Conditions, Ticket Holders will be advised of the process and the prescribed deadline for refund applications through the media or via direct communication to the contact details provided by the Ticket Purchaser at the time of purchase of the Tickets within ten working days of the cancellation of the Event. The Ticket Holder must follow the prescribed process and deadline and produce the original Ticket in order to be eligible for a refund. MLB may require the Ticket Holder to return his or her unused Tickets if they have been despatched. The Ticket Holder is responsible for ensuring their return and MLB will not be obliged to refund any returned Tickets which it does not receive. Refunds will only be made to the credit/debit card used to purchase the Ticket or details of which are subsequently provided by the Ticket Holder and no cash refunds will be provided. MLB shall not be required to issue a refund in relation to any Ticket which it reasonably believes has been the subject of a sale in breach of paragraph 2.1 of these Conditions.
- 6.8 A Ticket Holder does not have a right to cancel his or her Ticket. However, if the Ticket Holder is a consumer, he or she has statutory legal rights if MLB does not comply with its obligations in these Conditions with reasonable care and skill. Advice about Ticket Holders' legal rights is available from the Citizens' Advice Bureau. Nothing in these Conditions will affect these statutory legal rights.

## **7. General**

- 7.1 These Conditions have been drafted in the English language. In the case of any conflict or ambiguity between the English language version of these Conditions and any translation of them into any other language, the English language version of these Conditions will prevail.
- 7.2 Information about a Ticket Purchaser is gathered and stored to identify the Ticket Purchaser and for administration, communication, marketing, enforcement and access control purposes. The Ticket Purchaser has a right of access to and correction of his/her personal information by written request to MLB at the address specified in paragraph 7.7 or by request to [dataprivacy@mlb.com](mailto:dataprivacy@mlb.com).
- 7.3 The Ticket Holder unconditionally consents to the transfer, storage and processing by MLB and MLB Advanced Media, L.P. in the United States of all personal information provided to MLB by the Ticket Purchaser and any other Ticket Holder in accordance with MLB's privacy policy (which can be found in [www.mlb.com/privacy](http://www.mlb.com/privacy)) for the purposes of the implementation of these Conditions, including for administration, communication, marketing, enforcement and access control purposes.
- 7.4 Save as required by English law, none of MLB, the Authorised Agents or the Official Ticketing Agent accept any responsibility for any loss, theft or accidental destruction of
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any personal information provided by the Ticket Purchaser (and any other Ticket Holder) or any financial or other loss or damage which may result, directly or indirectly therefrom.

- 7.5 In the event that any provision of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such provision had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.
- 7.6 MLB reserves the right to make amendments to these Conditions from time to time where it has a valid reason to do so, including, without limitation: a change in the security or public safety requirements of the Venue. A full copy of the latest version of the Conditions (as amended, if appropriate) will be available as part of the ticketing information at <https://www.ticketmaster.co.uk/mlb-london-series> or <https://www.mlb.com/london-series> and, upon request, from MLB at the address specified in paragraph 7.7 of these Conditions. MLB shall notify Ticket Purchasers of such changes via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application if they materially affect Ticket Purchasers' rights as a consumer.
- 7.7 Any information requests or other correspondence in relation to these Conditions should be addressed to: Major League Baseball, 245 Park Avenue, New York, New York 10167, USA (through 31st December, 2019) and 1271 Avenue of the Americas, New York, New York 10020, USA (as of 1st January, 2020).
- 7.8 Any breach of any these Conditions may result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or his/her eviction from the Venue, in each case without refund or compensation in addition to any other remedy that MLB may have. No failure or delay by MLB to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.
- 7.9 All Tickets (and the copyright in all Tickets) remain the property of MLB at all times. Duplicate Tickets will not be issued under any circumstance. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets must, upon the request of any Authorised Person, be delivered to that Authorised Person. Such actions are without prejudice to other remedies which MLB may have.
- 7.10 These Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Conditions which is not already set out in these Conditions.
- 7.11 Any person not party to these Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 save that, in addition to MLB, all the provisions of these Conditions shall be enforceable by the MLB Entities, the Authorised Agents and the Official Ticketing Agent.
- 7.12 These Conditions will be governed by and interpreted in accordance with English law. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at the Event will be submitted to the exclusive jurisdiction of the English courts, unless the parties agree to submit to arbitration or mediation in lieu of litigation. Notwithstanding the foregoing, MLB, the MLB Entities, the Authorised Agents and the Official Ticketing Agent reserve the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with English law.
- 7.13 These Conditions shall not affect a person's statutory rights as a consumer.
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## 8. Definitions

8.1 When used in these Conditions, the following capitalised terms shall have the following meanings:

<b>Authorised Agents</b>	means MLB and all persons appointed by or on behalf of MLB in connection with the Event (including, without limitation, CSM, London Stadium 185 Limited (or its official ticketing agent), the Teams, hospitality, official travel agents, official partners, sponsors, suppliers, broadcasters and licensees who are legally and contractually entitled to sell or distribute Tickets).
<b>Authorised Person(s)</b>	collectively all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Venue or the Event, and their respective staff, officials, representatives, officers and volunteers.
<b>BOC</b>	Office of the Commissioner of Baseball.
<b>Clubs</b>	the Major League Baseball clubs.
<b>Conditions</b>	these conditions and the Venue Regulations, which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on behalf of MLB from time to time.
<b>CSM</b>	CSM Sports and Entertainment LLP.
<b>Event</b>	the MLB game for which a Ticket is held to be played at the Venue between the Teams, including any entertainment; attractions; warm-ups; practices; pre-game, post-game or between-inning activities; competitions and promotions relating to such game.
<b>Event Information</b>	any photographs, images, videos, audio, livestreams or other accounts or descriptions (including play-by-play data) (whether text, data or visual), in any media, of all or any part of the Event.
<b>Face Value</b>	the specified price of the Ticket only (including United Kingdom value added tax thereon) as stated on the relevant Ticket, and excludes any Handling Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including postage or courier charges).
<b>Field of Play</b>	the area within the Venue on which the Event is taking place, together with any adjacent areas required for the purposes of the Event.
<b>Guest Conduct Policy</b>	the guest conduct policies of the Venue in force from time to time, which can be found at:

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<https://www.london-stadium.com/plan-your-visit/safety-and-security>.

<b>Handling Fee</b>	the fee payable per Ticket transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order (including United Kingdom value added tax thereon).
<b>Illegal or Prohibited Item(s)</b>	those items specified in paragraph 3.6.3 of these Conditions and any other items from time to time prohibited from being brought into the Venue (and Ticket Holders should check the ticketing information on <a href="https://www.london-stadium.com/plan-your-visit/safety-and-security">https://www.london-stadium.com/plan-your-visit/safety-and-security</a> from time to time for details of any additional Illegal or Prohibited Items).
<b>Minor</b>	any person who is under the age of 16 as at the relevant date.
<b>MLB</b>	Major League Baseball Properties, Inc.
<b>MLB Entities</b>	MLB, MLB Advanced Media, L.P., the BOC, its Bureaus, Committees, Subcommittees and Councils, the Clubs, The MLB Network, LLC, Major League Baseball Players Association, each of their current, former and future parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.
<b>Official Baseball Rule(s)</b>	Official Baseball Rules, 2019 Edition published by the BOC.
<b>Official Ticketing Agent</b>	the official appointed ticket agent of MLB, acting as agent for MLB, being Ticketmaster UK Limited.
<b>Original Sale Price</b>	the specified price of each Ticket plus any Handling Fee (or part thereof) and other charges necessary to effect the sale or trade of that Ticket (including postage or courier charges).
<b>Restricted Item(s)</b>	any item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue such as, without limitation, the items referred to in paragraph 3.6.5 of these Conditions (and Ticket Holders should check the ticketing information on <a href="https://www.ticketmaster.co.uk/mlb-london-series">https://www.ticketmaster.co.uk/mlb-london-series</a> or <a href="https://www.mlb.com/london-series">https://www.mlb.com/london-series</a> from time to time for details of any further examples of items

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which may only be brought into a Venue at the discretion of an Authorised Person).

**Teams**

the Chicago Cubs and the St. Louis Cardinals.

**Ticket**

a ticket (whether a hard copy ticket or an electronic ticket) evidencing a personal revocable licence from MLB for an individual to attend the Event at the Venue in accordance with the details indicated hereon.

**Ticket Holder**

any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket was issued or transferred in accordance with these Conditions.

**Ticket Purchaser**

the individual who has purchased a Ticket or Tickets through the Event's official ticket programme.

**Venue**

the entire premises of the London Stadium, Queen Elizabeth Olympic Park, where the Event is scheduled to take place including all adjacent and surrounding areas used or controlled by MLB in connection with the staging of the Event at the Venue.

**Venue Regulations**

as defined in paragraph 3.1.

For ground regulations please refer to London Stadium: [www.london-stadium.com/plan-your-visit/safety-and-security](http://www.london-stadium.com/plan-your-visit/safety-and-security)

For terms and conditions in relation to your purchase through Ticketmaster please refer to [ticketmaster.co.uk/legal/purchase.html](http://ticketmaster.co.uk/legal/purchase.html).