

Lincolnista standard Terms and Conditions for Event Partners and Customers.

Terms and Conditions

Welcome to Lincolnista. The following are the rules or "Terms" that govern use of the Lincolnista website ("Site"). By using or visiting the Site, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site. Lincolnista and their respective affiliates and subsidiaries (collectively "Lincolnista") reserve the right to change these Terms at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically. If you violate these Terms of Use, Lincolnista may terminate your use of the Site, bar you from future use of the Site, cancel your ticket order, and/or take appropriate legal action against you.

Permitted Use

You agree that you are only authorised to visit, view and to retain a copy of pages of this Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Site for any purpose other than to review event and promotional information, for personal use, or to purchase tickets or merchandise for your personal use, unless otherwise specifically authorised by Lincolnista to do so. You also agree not to deep-link to the Site for any purpose, unless specifically authorised by Lincolnista to do so. The content and software on this Site is the property of Lincolnista and/or its suppliers and is protected by UK and international copyright laws. We post a legal notice and various credits on pages of the Site, which may not be removed. Please do not remove this notice or these credits, or any additional information contained along with the notices and credits.

Disclaimers

Lincolnista does not promise that the Site will be error-free, uninterrupted, nor that it will provide specific results from use of the Site or any Content, search or link on it. The Site and its Content are delivered on an "as-is" and "as-available" basis. Lincolnista cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. Lincolnista disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. Lincolnista will not be liable for any damages of any kind arising from the use of this Site, including without limitation, direct, indirect, incidental, and punitive and consequential damages.

Lincolnista makes no guarantee of any specific result from use of this Site or use of the Lincolnista service.

Lincolnista disclaims any and all liability for the acts, omissions and conduct of any third party users, Lincolnista users, advertisers and/or sponsors on the Site, in connection with the Lincolnista service or otherwise related to your use of the Site and/or the Lincolnista service. Lincolnista is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or referenced on the Site. Without limiting the foregoing, you may report the misconduct of users and/or third party advertisers, service and/or product providers referenced on or included in the Site to Lincolnista at contact@lincolnista.com*. Lincolnista may investigate the claim and take appropriate action, in its sole discretion.

*Please note that any customer query regarding a current or past booking cannot be dealt with through this link. Please use the online contact form. Any emails sent not relating to legal enquiries will not be replied to.

Trademarks

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Lincolnista logos as well as Lincolnista designs found on this Site are rtrademarks of Lincolnista. Lincolnista's trademarks may be used publicly only with the written permission of Lincolnista.

Ownership of Materials

All materials on the Site are copyrighted and are protected under treaty provisions and world-wide copyright laws. Lincolnista's materials may not be reproduced, copied, edited, published, transmitted or uploaded in any way without Lincolnista's written permission. Except as expressly stated in the limited licence provision of these terms and conditions, Lincolnista does not grant any express or implied right to you under any of its trademarks, copyrights or other proprietary information.

Copyright Policy

We will terminate the privileges of any user who uses this Site to unlawfully transmit copyrighted material without a license express consent, valid defence or fair use exemption to do so. In particular, users who submit Content to this Site, whether articles, images, stories, software or other copyrightable material must ensure that the Content they upload does not infringe the copyrights or other rights of third parties (such as privacy or publicity rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the user that they have used this Site as an instrument of unlawful infringement, we will terminate the infringing users' rights to use and/or access to this Site. We may, also in our sole discretion, decide to terminate a user's rights to use or access to the Site prior to that time if we believe that the alleged infringement has occurred.

Links and Search Results

The Site may automatically produce search results that reference or link to third party sites throughout the World Wide Web. Lincolnista has no control over these sites or the content within them. Lincolnista cannot guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. Lincolnista does not endorse the content of any third party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. By using the Site to search for or link to another site, you agree and understand that you may not make any claim against Lincolnista for any damages or losses, whatsoever, resulting from your use of the Site to obtain search results or to link to another site. If you have a problem with a link from the Site, please notify us at contact@lincolnista.com* and we will investigate your claim and take any actions we deem appropriate in our sole discretion. Please note this address does not handle inquiries about bookings or confirmation of bookings. For all customer service inquiries, contact the Help Desk.

* Please note that any customer query regarding a current or past booking can not be dealt with through this link. Please use the online contact form. Any emails sent not relating to legal enquiries will not be replied to.

Prohibited Content

The following is a partial list of the kind of Content which is illegal or prohibited on the Site. It includes Content that:

- is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; could be harmful to minors;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- promotes information that you know is false, misleading or promotes illegal activities or

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- conduct that is abusive, threatening, obscene, defamatory or libellous
- promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- displays pornographic or sexually explicit material of any kind;
- provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
- engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

Offline Conduct

Although Lincolnista cannot monitor the conduct of its users of the Site, it is also a violation of these rules to use any information obtained from this Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any user without their prior explicit consent.

No Commercial Use

No area of this Site may be used by our visitors for any commercial purposes such as to conduct sales of tickets, merchandise or services of any kind. You must obtain our prior written consent to make commercial offers of any kind, whether by advertising, solicitations, links, or any other form of communication. Without limiting the foregoing, you may not use this Site to resell or link to other sites for the purpose of selling tickets of any kind. We will investigate and take appropriate legal action against anyone who breaches this provision, including without limitation, removing the offending communication from the Site and barring anyone breaching this provision from use of the Site. We reserve the right to block access to this Site, or to cancel a ticket order or ticket with respect to any person who is known or reasonably believed to be: a) acting unlawfully, or breaching these Terms, or infringing our rights, or utilising automated means to process or place ticket orders, or whose ticket order exceeds the stated limit; or b) associated with any person who is known or reasonably believed to be acting unlawfully, or breaching these Terms, or infringing our rights, or utilising automated means to process or place ticket orders, or whose ticket order exceeds the stated limit. Exceeding any limitations or breaching any terms on the Site will be deemed to be a breach of these Terms.

Access and Interference

You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorised purpose without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for your own person, non-commercial use) from the our Site without the prior expressed written permission of Lincolnista.

Unauthorised Use of the Site

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Illegal and/or unauthorised uses of the Site, including, but not limited to, unauthorised ticket sales, unauthorised framing of or linking to the Site, or unauthorised use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

Violation of the Terms

You understand and agree that in Lincolnista's sole discretion, and without prior notice, Lincolnista may terminate your access to the Site, cancel your ticket order or exercise any other remedy available and remove any unauthorised user Content, if Lincolnista believes that the user Content you provided has violated or is inconsistent with these Terms of Use violated the rights of Lincolnista, another user or the law. You agree that monetary damages may not provide a sufficient remedy to Lincolnista for violations of these terms and conditions and you consent to injunctive or other equitable relief for such violations. Lincolnista may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity. Lincolnista is not required to provide any refund to you if you are terminated as a user because you have violated these Terms of Use. For more information about how we handle copyright infringements on the Site, please see our Copyright Policy.

Limitation on Liability

Except in jurisdictions where such provisions are restricted, in no event will Lincolnista be liable to you for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, even if Lincolnista has been advised of the possibility of such damages.

Disputes

This Site is controlled and operated by Lincolnista from its offices in the United Kingdom. If there is any dispute about or involving the Site, by using the Site, you agree that the dispute will be governed and construed by English law. In the event of a dispute arising out of or relating to these terms and conditions, or your use of or access to this Site, litigation must be brought in court in Lincoln, England without regard to its conflict of law provisions.

Indemnity

You agree to indemnify and hold Lincolnista, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, including also your use of the Site to provide a link to another site or to upload content or other information to the Site.

Purchase Policy

Our goal at Lincolnista is to make your purchasing experience easy, efficient and equitable, so we can get you on your way to live events as quickly as possible. This Purchase Policy is designed to ensure your satisfaction and understanding of the purchase process on Lincolnista.com. This Purchase Policy incorporates our Terms of Use by this reference.

1. Lincolnista sells tickets on behalf of promoters, producers, teams, performers and venues. We refer to these parties who organise or provide the event and/or from whom we obtain tickets to sell to you as our "Event Partner".
2. This ticket remains the property of the Event Partner and is a personal revocable license which may be withdrawn and admission refused at any time upon refunding the printed purchase price.
3. This ticket is issued subject to the terms and conditions of the Event Partner and/or event. Full details are available on the event website or at the venue box office. Breach of

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any of these terms and conditions or any unacceptable behaviour likely to cause damage, nuisance or injury shall entitle the Event Partner to eject you from the venue.

4.Policies set forth by our Event Partners, may prohibit us from issuing exchanges or refunds after a purchase has been made or for lost, stolen, damaged or destroyed tickets. When you receive your tickets, please keep them in a safe place. Please note that direct sunlight or heat can sometimes damage tickets.

5.Tickets purchased on Lincolnista.com may be subject to a per ticket service charge and a per order handling charge. These charges cover both the cost of processing payment as well as a portion of profit for hosting tickets for sale for our event partners.

6.When purchasing tickets on Lincolnista.com, you are limited to a specified number of tickets for each event. This amount is included on the first purchase page and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices. Tickets may be restricted to a maximum number per person, per credit card and, for some events, a restriction may apply per household. We reserve the right to cancel tickets purchased in excess of this number without prior notice.

7.Unlawful resale (or attempted unlawful resale) of a ticket is grounds for seizure or cancellation of that ticket without refund or other compensation.

8.Unless with the express written permission of the Event Partner, you may not combine a ticket with any hospitality, travel or accommodation service and/or any other merchandise, product or service to create a ticket package ("Ticket Package") and sell or otherwise transfer (or facilitate the sale or transfer of) such Ticket Package for profit or commercial gain, offer such Ticket Package as an incentive or prize in a promotion or competition, or otherwise dispose of such Ticket Package in the course of a business.

9.A ticket shall not be used for advertising, promotions, contests or sweepstakes, unless formal written permission is given by the Event Partner, provided that even if such consent is obtained, use of Lincolnista's trade marks and other intellectual property is subject to Lincolnista's prior consent.

10.Lincolnista aims to dispatch tickets as soon as possible. We are not able to specify the exact dates of dispatch. Please allow as much time as possible for your tickets to arrive. If your tickets have not arrived five days before the event (or, if you are travelling, five days before you leave on your journey), please contact us. Please include your reference number and the name and postcode the booking is under. Lincolnista only posts tickets to the billing address of a credit card. If the address in your booking does not correspond to that held by your credit card company, we may cancel your tickets.

11.We will not be responsible for any tickets that are lost or stolen.

12.Lincolnista reserves the right to cancel bookings which it reasonably suspects to have been made fraudulently.

13.Tickets are generally sold through several distribution points, including online, Call Centres and box offices. All distribution points access the same ticketing system and inventory, therefore tickets for popular events may sell out quickly. Occasionally, additional tickets may be available prior to the event, however Lincolnista.com does not control this inventory or its availability.

14.For information about a purchase you've made, contact us, quoting your order number given to you at the conclusion of placing the order.

15.It is your responsibility to check your tickets; mistakes cannot always be rectified.

16.While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of tickets you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price (and credit or debit your account as applicable) or cancelling your order. If we are unable to contact you, you agree that we may treat the order as cancelled. If you choose to cancel after you have already paid the incorrect ticket price for the tickets, you will receive a full refund from us.

17.It is your responsibility to ascertain whether an event has been cancelled and the date

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and time of any rearranged event. If an event is cancelled or rescheduled, we will use reasonable endeavours to notify ticket holders of the cancellation once we have received the relevant authorisation from the Event Partner. We do not guarantee that ticket holders will be informed of such cancellation before the date of the event.

18. Occasionally, events are cancelled or postponed by the team, performer or Event Partner for a variety of reasons. Contact us for exact instructions. Unless indicated otherwise in relation to a particular event, if an event is cancelled, ticket holders will be offered seats at any rescheduled event (subject to availability) up to the face value of the tickets or, if the ticket holder is unable to attend the rescheduled event or the event is not rescheduled, a refund. Refunds for tickets purchased prior to the date of the original event will be given up to their face value excluding the relevant per ticket booking fee. If an event takes place over several days and only one day is cancelled, a partial refund only may be payable corresponding to the day(s) cancelled. If the event is moved or rescheduled, the Event Partner may set refund limitations. In order to claim your refund, please apply in writing to your point of purchase. You must enclose your unused tickets and comply with any other reasonable instructions of Lincolnista. For accounting purposes your unused tickets must be received within 28 days from the date of the cancelled event. This does not affect your statutory rights. We regret that, unless this paragraph 18 applies, tickets cannot be exchanged or refunded after purchase.
19. Tickets are sold subject to the Event Partner's right to alter or vary the programme due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets.
20. The venue reserves the right to refuse admission should patrons breach any terms and conditions of the event or Event Partner. The venue may on occasions have to conduct security searches to ensure the safety of the patrons.
21. Every effort to admit latecomers will be made at a suitable break in the event, but admission cannot always be guaranteed.
22. The ticket holder has a right only to a seat of a value corresponding to that stated on the ticket and the venue or Event Partner reserves the right to provide alternative seats to those specified on the tickets.
23. There will be no pass-outs or re-admissions of any kind.
24. The unauthorised use of photographic and recording equipment is prohibited. Tapes or films may be destroyed. Laser pens, mobile phones, dogs (except guide dogs) and patron's own food and drink may also be prohibited (please check with the venue).
25. Ticket holders consent to filming and sound recording as members of the audience.
26. The Event Partner and Lincolnista accept no responsibility for any personal property.
27. Unless paragraph 27 applies, neither the Event Partner nor Lincolnista shall have any further liability beyond the face value of the ticket purchased plus the relevant per ticket service charge. Neither the Event Partner nor Lincolnista shall be liable for any loss of enjoyment or wasted expenditure. Personal arrangements including travel, subsistence and accommodation relating to the Event which have been arranged by you are at your own risk.
28. Nothing in these terms and conditions seeks to exclude any liability of Lincolnista or the Event Partner for death or personal injury caused by its negligence, fraud or other type of liability which cannot by law be excluded or limited.
29. The Event Partner and its affiliates, successors, or assigns may enforce these terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "Act"). Except as provided above, this agreement does not create any right enforceable by any person who is not a party to it under the Act, but does not affect any right or remedy that a third party has which exists or is available apart from that Act.

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All of these terms and conditions are governed by English Law and any disputes arising out of any transaction with Lincolnista are subject to the exclusive jurisdiction of the English Courts.