

# Event Tickets Purchase Policy

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## Event Tickets Purchase Policy

This is the Event Tickets Purchase Policy of Evolution Records which has been updated on **4<sup>th</sup> January 2021**.

In this document, "we", "our", or "us" refer to **Evolution Records**.

Our registered office is at **Avenue HQ, 17 Mann Island, Liverpool, L3 1BP**.

### Introduction

Our goal 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. The following is designed to ensure your satisfaction and understanding of the purchase process on the Evolution Records website. If you have any questions, please contact us. Your purchases on our Site are subject to these terms. Please also review our Privacy Notice which govern your use of our Site.

### Currency

All ticket prices for events that occur in the United Kingdom are stated in British pound.

### Payment Methods

We accept several methods of payment to accommodate your needs including Visa, Mastercard, Maestro, American Express and PayPal.

### Who You Are Buying From

Evolution Records acts as the agent to those who provide events, such as venues, teams, artist representatives, promoters and event providers. We generally sell tickets on behalf of our clients including artists, teams, venues, and promoters.

Tickets obtained from unauthorised sources may be lost, stolen or counterfeit, and if so are void.

### Pricing and Availability

We sell tickets on behalf of event providers, which means we do not set the ticket prices or determine seating locations. Our clients typically set the face price of their tickets. Tickets are generally sold through several distribution points, including websites, apps and box offices. Most distribution points generally 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,



we do not control this inventory or its availability.

## **Order Confirmation**

If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. We will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

## **Service Fees and Order Processing Fees**

Tickets purchased on our Site are typically subject to a per ticket processing and transaction fee. In many cases, delivery fees will also be owed.

## **Number of Tickets or "Ticket Limits"**

When purchasing tickets on our Site, you are limited to a specified number of tickets for each event (also known as a "ticket limit"). This ticket limit is posted during the purchase process and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices. Each purchase must be linked to a unique individual and contain valid, and verifiable, information.

We reserve the right to cancel any or all orders and tickets, in addition to prohibiting your ticket purchase abilities, without notice to you, if you exceed or attempt to exceed, the posted ticket limits. Any tickets, cancelled due to violating the posted ticket limit, will be refunded at face value (excluding fees). This includes orders associated with the same name, e-mail address, billing address, credit card number or other information.

## **Opening Acts / Festival Acts**

Opening acts or guests may sometimes tour with headlining performers. We are not always made aware of opening acts or the length of their performances. Opening acts, as well as festival performers, are subject to change or cancellation at any time without notice. No refund will be owed if an opening act or festival performer is changed or cancelled.

## **Cancelled and Rescheduled Events**

Occasionally, events are cancelled or postponed. Should this occur, we will attempt to contact you to inform you of refund or exchange procedures for that concert. For exact instructions on any cancelled or postponed concert, please check the concert information online or contact us.



If an event is cancelled, and you purchased your ticket through the Evolution Records website, we will automatically issue you a refund to the credit card, debit card or gift card, or other method of payment used to make your purchase.

If the event was moved or rescheduled, the event provider may set refund limitations. If you are unable to make the new event date and refunds have been approved by the event provider, you can still request a refund.

If you purchased a ticket and then chose to sell it to another person, the original buyer will be in receipt of the refund to the credit card, debit card or gift card, or other method of payment used to make your purchase. The other person cannot claim a refund from Evolution Records.

**Please Note:** The selling of tickets on to others may become invalid.

## Refunds and Exchanges

Before purchasing tickets, carefully review your event and seat selection. Policies set forth by event providers generally prohibit us from issuing exchanges or refunds after a ticket has been purchased or for lost, stolen, damaged or destroyed tickets. For many events, certain tickets may be exchanged for tickets from us of equal or higher price. A per ticket exchange fee may apply. Exceptions include VIP, Platinum and other premium tickets, tickets purchased through resale, tickets purchased with additional related items and/or bundled products. In addition, we may occasionally offer tickets at a discount after the original on-sale date and will not refund the difference between the original price and the sale price.

Seating maps are representative of a venue's layout; however, they are subject to change at any time and refunds are not allowed if the map is updated or if additional seats/rows are added after purchase. There are no refunds, returns or exchanges for digital downloads or hotel/festival packages.

You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to tickets you purchased. Without limiting the generality of the foregoing, you will not contact us to seek a refund or exchange from us when we are prohibited from providing one by its clients, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets from the Site. Should you do so, your tickets are subject to immediate cancellation, and we may, in our sole discretion, refuse to honour pending and future ticket purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit future purchases from all persons in whose name the credit card accounts exist and any person who accesses any associated online account or credit card or who otherwise breaches this provision from using the Site.

If we issue you a refund for a ticket due to a cancelled or postponed event, we will



issue a refund of the ticket's face value paid (or, for a discounted ticket, then instead the discounted ticket price paid) not including service fees as the service has already been provided and the ticket(s) for a rescheduled event will be valid to use on the alternative date. If a refund is issued, it will be issued using the same method of payment that was used to purchase the tickets. We will not be liable for travel or any other expenses that you or anyone else incurs in connection with a cancelled or postponed event.

**A few things to note - we are unable to exchange tickets if any of the following applies:**

- Event is less than 24 hours away
- Tickets are Resale tickets, VIP, Platinum, and other premium tickets
- Tickets purchased with additional items or bundled products, such as merchandise
- Tickets that are later discounted
- Exchanges for tickets of lesser price are not allowed

Did you purchase tickets, and now see better seats available? We can help! If you see seats you prefer that are the same price or higher for your event, just give us a call at 0151 668 0393 or email [contact@evolutionrecords.org](mailto:contact@evolutionrecords.org) to exchange the ones you have. One exchange per person, per event.

**Please Note:** Not all events allow exchanges and further processing and transaction fees may apply.

## Account, Order, and Billing Information Verification

All information on accounts and orders must be valid and are subject to verification. Orders that are placed, or attempted to be placed, using an account in which any information entered is found to be false, misleading, incorrect, incomplete or cannot be verified as belonging to the account holder, such as name, address, email address, phone number, IP address, or other, are subject to cancellation, at any time. Furthermore, we may cancel your order and sell your tickets to another customer without further notice. Orders are subject to credit card approval and processed only after the billing address, associated with your credit card, and other billing information, has been verified.

## Delivery Options

Different combinations of delivery methods may be offered, depending on factors that include the venue or location where the event is to be held, how much time is left before the event starts, whether it is a holiday season and the nature of the demand for the event. Please carefully review the list of delivery methods offered during the purchase process. For security purposes, we can only ship tickets to the billing address on file with the credit card company that is used for your purchase.



Generally, some of the following delivery methods may be offered:

- Mobile – for events that occur in the United Kingdom tickets can be displayed and scanned from your mobile device
- Standard Mail - for events that occur in the United Kingdom, but only if you make your ticket order at a time that is sufficiently before the date of the event. If the event is in the United Kingdom, then you will only be able to use this method if you have a United Kingdom billing address.
- Print-at-Home - for events that occur in the United Kingdom if the venue has installed and enabled equipment necessary to support this technology.
- Shipping to APO/FPO Addresses - for events that occur in the United Kingdom, tickets can be delivered to an Armed Forces billing address via standard mail. You may also choose to print tickets at home using Print-at-Home, or pick up tickets at will call, provided that these delivery options are available for your event. Orders shipped via UPS cannot be delivered to a P. O. Box or APO/FPO address.

## Pricing and Other Errors

If the amount you pay for a ticket is incorrect regardless of whether because of an error in a price posted on this Site or otherwise communicated to you, or you are able to order a ticket before its scheduled on-sale or presale date or you are able to order a ticket that was not supposed to have been released for sale, then we will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether because of human error or a transactional malfunction of this website. We will not be liable for travel or any other expenses that you, or anyone else, incurs in connection with errors of this nature.

## Multiple Browser Windows

When ordering tickets online with us, please ensure you are looking for tickets and placing an order using only one browser window. Looking up tickets using multiple browser windows could result in losing your tickets, errors occurring during the purchase process, or timer expiration.

## Limitation of Liability

You voluntarily assume all risks and danger incidental to the event for which the ticket is issued, whether occurring before, during or after the event, and you waive any claims for personal injury or death against us, management, facilities, leagues, artists, other participants, and all of our respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any accompanying minor. You bear all risks of inclement weather. Event date and time are subject to change.



## **License; Ejection and Cancellation; No Redemption Value**

You agree to comply with all of the Event Providers' applicable rules, policies, terms and conditions ("Event Provider Rules"). Event Providers reserve the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language or who fails to comply with Event Provider Rules. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and admission may be refused upon refunding the ticket's face amount. A ticket is not redeemable for cash.

## **Recording, Transmission and Exhibition**

You agree that the event for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to us, the Event Provider(s), our partners, licensees and assigns, including but not limited to our brand and media partners, to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after play or performance) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

## **You Are Subject to Search**

You and your belongings may be searched on entry to the event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation, firearms, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.

## **Unlawful Resale of Tickets; Promotions**

Unlawful resale (or attempted resale), counterfeit or copy of tickets is grounds for seizure and cancellation without compensation. Certain maximum resale premiums and restrictions may apply in some areas and we cannot be responsible for providing legal advice regarding resale or pricing of tickets. You are responsible for complying with all applicable ticket resale laws. In addition, we reserve the right to restrict or deny ticket purchasing privileges to anyone that we determine to be, or has been, in violation of our policies. Because we do not guarantee the authenticity of tickets



purchased from any non-authorized third-party reseller (such as brokers or individuals), we recommend that you purchase tickets directly through us or authorized partners to ensure ticket authenticity.

Tickets may not be used for advertising, promotions, contests or sweepstakes, unless formal written authorization is given by us.

## Miscellaneous

If you have lost your Print-at-Home ticket you can print another copy. But if you're worried someone might find and try to use it, please contact us to get a replacement ticket with a brand-new barcode.

Alternatively, if the paper ticket you bought online or by phone is lost, stolen, damaged, or destroyed please contact us. We will just need your order confirmation number, or the credit card used for purchase.

The original ticket purchased will no longer be valid and any attempts made to access the venue or event with this ticket may result in being escorted from the location by security and the police may also be notified.

**End.**