WIZARD MARQUEES & EVENTS – 2021 TERMS & CONDITIONS – FLASHBACK FESTIVAL (“Event”)

GENERAL

1. These Terms and conditions (T&Cs) incorporate, and should be read together with, any vendors ’and/or agents’ terms or regulations, which you can obtain from the point of purchase from the official ticket agent. Your possession of this ticket constitutes your acceptance of these T&Cs.

2. Artists and billed attractions may be subject to change.

3. No trading or promotional activities allowed within the venue without the prior consent of Flashback Festival (FF).

4. Goods using unauthorised Event logos and unauthorised professional recording equipment must be surrendered to staff.

5. Photographic equipment is permitted, providing that, it is for personal non-commercial use only. In the event of any subsequent commercial use, the bearer agrees to pay the Promoter for the cost of a licence issued by the Promoter for permission to take photographs/visual/audio recordings for commercial use.

6. Do not buy tickets or goods from unlawful street traders/touts. There is no guarantee of tickets’ validity for entry unless purchased from official ticket agents for the Event.

7. You give your express consent to your actual/simulated likeness to be included for no fee within any audio or visual recording to be used in any media for any purpose at any time. This includes CCTV and/or filming by the police or security staff which may be carried out for the security of customers and/or the prevention of crime.

8. No unauthorised buses/vehicle’s will be allowed on site.

9. Food and drink will be available for purchase at the Event. A Challenge 25 policy will be in place for all alcohol sales on site.

10. These T&Cs are governed by English Law and any dispute arising out of or in connection with these T&Cs shall be subject to the exclusive jurisdiction of the English courts.

REFUNDS & CANCELLATION

11. Refunds are only considered on cancellation of the event due to Covid, substantial alteration or by special exception determined by FF in its sole discretion.

12. For the purposes of these T&Cs: a. ‘major cancellation’ is the cancellation of the Event in full (and not rescheduled). If only one or more days (but not all days) of the Event are cancelled, you may only be offered a proportionate partial refund. b. ‘material alteration’ is a change (other than a rescheduling) which, in FF’s opinion, makes the Event materially different to the Event that ticket purchasers, taken generally, could reasonably expect. In particular, please note that the following are not deemed to be ‘material alterations’: changes to the line-up of the Event; adverse weather conditions; changes to individual members of a band; curtailment of the Event where the majority of the Event is performed in full; and delays to starting the performance of an Event; and c. ‘special exception’ is an exception determined by FF in its sole discretion.

13. Refunds should be requested from the point of purchase, no later than three months after the Event.

14. A minimum of the proportionate amount of the face value of the ticket will be refunded.

15. Refunds of any booking fees per ticket or per order fees are subject to the T&Cs of the point of sale.

TICKETS AND WRISTBANDS

16. It is prohibited to resell tickets for the Event except where resold using the official resale platform of the official ticket agent you purchased your ticket from in accordance with the relevant ticket agent’s resale terms and conditions.

17. Tickets and wristbands purchased from unauthorised sources maybe rendered invalid and admission refused. Only wristbands issued by the Event in exchange for a valid ticket are valid for entry.

18. Tickets must be valid, presented in full and not tampered with (in the event of accidental damage, refer to point of purchase prior to Event).

19. Tickets and wristbands remain the property of FF until the Event closes.

20. FF will not issue duplicates for lost or stolen tickets or wristbands.

21. Tickets cannot be used as part of any marketing, media or sales promotion, without the prior written consent of FF.

22. If you have obtained your ticket in breach of these T&Cs and/or if you breach any of these T&Cs then your ticket shall be void, and all rights conferred on you or evidenced by such ticket shall be void. If you seek to gain entry to the Event using a void ticket, then we reserve the right to refuse you entry to or evict you from the Event and you may be liable to legal action for trespass. Void tickets are non-refundable.

23. Tickets must be exchanged for a wristband on first entry at arena gates. There is strictly no re-admission on tickets.

24. Ticket holders are responsible for their ticket until it is exchanged for a wristband and then responsible for their wristband for the duration of the Event.

25. There is strictly no re-admission on day wristbands. Day ticket holders should expect queues at the entry gate and arrive with plenty of time before the first act they wish to see – no refunds will be given for acts missed.

26. Wristbands are strictly non-transferable and will be invalid if removed, tampered with, transferred or resold. Wristbands must always be worn for the duration of the Event.

27. 3 individual Day Tickets (Fri/Sat/Sun) do not equal a weekend ticket and cannot be swapped or upgraded to include campsite access.

SECURITY

28. FF reserves the right to evict customers without refund, and/or refuse admission where the Eviction Policy is breached.

29. You may be body/bag searched anywhere on site at any time by security. Searching is a condition of entry.

30. Any item(s), which may be reasonably considered to be a weapon (or used as a weapon), which may cause danger, offence or disruption to any other person, will be confiscated.

31. Any person carrying illegal items or carrying out illegal activity may be handed over to the Police, refused entry or evicted from the site without a refund.

DAMAGE/LOSSES

32. FF does not accept any liability for personal or property damages, losses (including surrendered items) or injuries sustained at this event - other than caused as a result of our negligence.

33. We may prosecute you if you cause damage to the site, the site infrastructure, or cause harm to any other person at the Event and/or site.

BANNED ITEMS

34. Banned from Event - Gas canisters over 2.75kg (catering/camping use only), aerosols over 250ml, airhorns, fireworks, flares, glass, illegal substances, drugs, ‘legal highs’ – this includes Nitrous Oxide and associated equipment including balloons, unidentified substances, new psychoactive substances (NPS), illegal items, laser equipment/pens, megaphones, blowtorches, sky or ‘Chinese’ lanterns, petrol burners, sound systems, spray cans, tabards/high viz jackets.

35. Banned from arena – Large bags (permitted at the discretion of the arena entrance manager), cans, alcohol of any kind, camping equipment (not including chairs), firewood, disposable barbeques, campsite stoves, audio recorders, open drinks. If you need to bring specific food or drink or medication due to a pre-existing medical condition, please bring supporting medical evidence.

36. Generators, with the exception of fixed in campervans.

37. Excessive amounts of food, cigarettes and alcohol. Only bring enough for personal consumption and only up to a reasonable amount per person. Anyone resisting the surrender of disallowed items or disregarding these conditions will face eviction.

39. Items that are surrendered or confiscated will not be returned.

40. Under 18s are not permitted on site. A Challenge 25 policy will be in place for all alcohol sales on site. It is illegal for an over 18 to purchase alcohol on the behalf of under 18s.

FIRE AND SAFETY

41. You must comply with all instructions given to you by us and/or Event staff and stewards.

42. Fires are not permitted in the arena or camping ground.

43. Smoking is not permitted in enclosed public spaces or buildings including arena tents. This includes e-cigarettes and/or vaping.

44. Excessive exposure to loud music may cause damage to your hearing.

45. Pyrotechnics, lasers, smoke machines, strobe lighting/special effects may take place during some performances.

46. The use of drones or similar equipment for any reason is prohibited on or near the Event without written permission from FF.

HOUSEKEEPING

47. No animals, other than guide or hearing dogs, are permitted on site.

INFORMATION & NOTIFICATION – ALL WIZARD MARQUEES & EVENTS

48. Disabled facilities are available

49. Wizard Marquees & Events, [www.wizardmarqueesandevents.co.uk](http://www.wizardmarqueesandevents.co.uk)

50. Event website –www.flashbackfestivalyeovil.com for further information.

51. If any of these T&Cs are unclear please email us at wmaefestivals@gmail.com