

THE CENTENARY GALA DINNER

INVITED GUEST AND TICKET BALLOT

TICKET TERMS AND CONDITIONS OF SALE

1. INTRODUCTION AND SCOPE

1.1. Capitalised but undefined terms used in this clause 1 shall have the meaning given to them in clause 2.

1.2. The following terms and conditions of sale (the “Terms and Conditions”) set out the general conditions for application, purchase and use of Tickets.

1.3. Any person who receives, applies for, purchases, possesses or attempts to use a Ticket shall be deemed to have accepted and agreed to comply with these Terms and Conditions, any Additional Terms, the Conditions of Entry and the Applicable Laws.

1.5. Any breach of these Terms and Conditions, any Additional Terms, the Conditions of Entry or such other applicable protocols or terms and conditions relating to COVID-19, as may be amended by TTE from time to time) and/or any Applicable Laws shall entitle TTE to cancel and invalidate the Ticket and any other Tickets that have been purchased by the Successful Applicant with no right to a refund. Any breach of these Terms and Conditions by a Ticket Holder shall result in the Ticket Holder being deemed a trespasser and shall give TTE the right to refuse admission to, or eject, said Ticket Holder from the Centenary Gala Dinner. TTE shall give written reasons if requested by the said Ticket Holder.

1.6. The Applicant’s attention is particularly drawn to clauses 11 (Use of Tickets), 12 (Entrance to the Centenary Gala Dinner), 15 (Refunds), 16 (Liability) and 17 (Force Majeure).

2. DEFINITIONS

2.1. “Additional Terms”: any additional terms that apply to Tickets as specified by TTE, from time to time and communicated to the Applicant, but excluding any other terms or conditions that any third party seeks to impose.

2.2. “Applicable Laws”: means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures in the context of COVID-19, of any governmental authority that apply to the Applicant, Ticket Holder and/or Guest, or the subject matter of these Terms and Conditions.

2.3. "Applicant": any natural person aged 16 years or over with legal capacity to enter into an agreement for the application and/or purchase of Tickets to the Centenary Gala Dinner in accordance with these Terms and Conditions. For the avoidance of doubt, the term "Applicant" shall apply to any individual who applies for Tickets via TTE.

2.4. "TTE": means English Table Tennis Association Limited incorporated and registered in England and Wales with number 4268058 with offices at National Badminton Centre Bradwell Road, Loughton Lodge, Milton Keynes, England, MK8 9LA.

2.5. "Centenary Gala Dinner": The Centenary Gala Dinner taking place at the East Midlands Conference Centre on 27th March 2022.

2.6. "Conditions of Entry": Any conditions of entry to the Centenary Gala Dinner that TTE may introduce from time to time (including any other conditions such as those relating to COVID-19).

2.7. "Excluded Person": any person: (a) refused entry to the Centenary Gala Dinner (or any other event sanctioned by TTE (b) banned by a table tennis governing body in any jurisdiction in the World; (c) subject to a ban issued by TTE; and/or (d) who has acted in breach of these Terms and Conditions (including offering or advertising for sale or transfer, and/or selling or transferring, tickets in breach of TTE's terms and conditions).

2.8. "Force Majeure Event": any circumstance not within TTE's reasonable control including: (a) acts of God, abnormally inclement weather, flood, drought, lightning, storm, earthquake or other natural disaster; (b) epidemic, pandemic or infectious disease; (c) terrorist attack, civil war, civil commotion or riots, crowd disorder, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government, public authority, court, competent national authority or governing body, including cancelling a public event, imposing capacity restrictions on a public event, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, subsidence, structural damage, fire, explosion or accident; (g) player strike; (h) death of a member of the royal family; and (h) any labour or trade dispute, strikes, industrial action or lockouts.

2.9. "Guest": any individual that must (unless otherwise specified in any Additional Terms) accompany the Successful Applicant, to whom Tickets may be transferred in accordance with these Terms and Conditions.

2.10. "Invited Guest": any individual is offered and accepts a complimentary Ticket from TTE

to attend the Centenary Gala Dinner.

2.11. "Privacy Policy": TTE's privacy policy, the current version of which is set out at <https://tabletennisengland.co.uk/home/website-privacy-policy/>

2.12. "Photographic Evidence": valid personal photographic evidence of the type required by TTE from time to time, which shall include a driving licence and passport.

2.13. "Purchase Notification": the notification (in writing or orally in person or over-the-phone) confirming the allocation of Ticket(s) to a Successful Applicant, as sent by TTE (which may include, if applicable, updating the Applicant's status on the TTE Website).

2.14. "Purchase Price": the total purchase price for the Ticket(s) as notified by TTE from time to time (including, if applicable, on the TTE Website), inclusive of the shipping/delivery fee (if applicable) and all relevant taxes.

2.15. "Successful Applicant": any Applicant whose application has been accepted by TTE in accordance with these Terms and Conditions. For the avoidance of doubt, the term "Successful Applicant" shall apply to any individual to whom Tickets have been allocated by TTE.

2.16. "Ticket(s)": the electronic e-ticket (or, in limited cases, paper) ticket provided by TTE to the Successful Applicant and subsequently transferred to the Ticket Holder which (subject to these Terms and Conditions) grants the Ticket Holder the right to attend the Centenary Gala Dinner and occupy their allocated seat.

2.17. "Ticket Holder": any person who is in actual and legitimate possession of a Ticket including Invited Guests, Successful Applicants and their Guests (as applicable).

2.18. "TTE Centenary Gala Dinner Member Ticket Ballot": the ballot for Tickets held by TTE whereby Successful Applicants are chosen at random.

2.19. "TTE Website": the online platform known as which can be accessed at www.tabletennisengland.co.uk, owned and managed by TTE allowing users to apply for Tickets.

3. INTERPRETATION

3.1. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular

3.2. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

3.3. Any obligation on a person not to do something includes an obligation not to allow that thing to be done.

3.4. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

3.5. References to clauses are to the clauses of these Terms and Conditions.

3.6. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

4. ADDITIONAL TERMS

4.1. Additional Terms (which, for the avoidance of doubt, can only be specified by TTE from time to time) may apply to the Ticket(s), to which each Applicant and Ticket Holder must comply.

4.2. Should there be any inconsistencies between a term in the Additional Terms and a term in these Terms and Conditions, the term in the Additional Terms shall prevail.

5. APPLYING FOR TICKETS GENERALLY

5.1. Tickets shall not be purchased or obtained from or through any person, commercial agent, company or otherwise than directly by the Applicant from TTE, or any third party authorised by TTE to sell or distribute Tickets from time to time.

5.2. By applying for and/or purchasing Tickets, each Applicant warrants that they are not an Excluded Person. Excluded Persons shall not be permitted to make any application for Tickets and any Ticket(s) acquired or used in breach of this clause 5.2 shall be void with no right to a refund and all rights conferred or evidenced by such Ticket shall be nullified.

5.3. An Applicant is not permitted to make more than one (1) application for Centenary Gala Dinner Tickets. Any Ticket(s) acquired or used in breach of this clause 5.3 shall be void with no right to a refund and all rights conferred or evidenced by such Ticket shall be nullified.

5.4. The Applicant acknowledges and accepts that TTE may use Authorised Agents to sell Tickets. However, and for the avoidance of doubt, TTE shall remain the seller of such Tickets and retain ownership of all rights vesting in such Tickets.

5.5. Tickets (including digital e-ticket Tickets) shall remain the property of TTE at all times.

5.6. If not previously provided to TTE via the TTE Website in an application for Ticket(s), the Applicant is required to provide all information reasonably required by TTE from time to time, which may include their surname, first name, date of birth, postal address and phone number. The Applicant accepts and acknowledges that this information is required for purposes including the facilitation of a Ticket application, identification, health and safety and enforcement of these Terms and Conditions. For more information on how the personal data of Applicants, Ticket Holders, Invited Guests and Guests will be processed, please see the Privacy Policy.

5.7. If an application for Ticket(s) is successful, any transfer of Tickets to a Guest in accordance with clause 11.2 requires the Successful Applicant to provide an email address relating to their Guest (if applicable), and such Guest shall receive an email notifying them of the offer from the Successful Applicant to transfer the Ticket to them. If such Guest wishes to accept the transfer of the Ticket, they shall be required to provide all information reasonably required by TTE from time to time, which may include the Guest's surname, first name, date of birth, postal address and phone number. This information is required for purposes including the facilitation of a Ticket transfer, identification, health and safety and enforcement of these Terms and Conditions. For more information on how the personal data of Applicants, Ticket Holders and Guests will be processed, please see the Privacy Policy. The Successful Applicant can change the identity of their Guest via contacting TTE up to Friday 11th March 2021.

5.8. It is the sole responsibility of the Applicant to ensure that:

- a. an application for Ticket(s) has been filled-in completely and accurately with all required personal details and payment information and properly submitted to TTE in accordance with the instructions specified by TTE from time to time (including, if applicable, on the TTE Website);
- b. acceptance of these Terms and Conditions as required by TTE in the application process are properly given (including by clicking the respective box(es) on the TTE Website, if applicable);
- c. the Applicant and their Guest (if applicable) understand how their personal data will be processed as detailed in the Privacy Policy. By confirming acceptance of a complimentary invitation or by submitting an application personally and on behalf of each Guest, each Applicant and Invited Guest accepts and acknowledges the foregoing (and confirms that

each Guest accepts and acknowledges the foregoing). In particular, each Applicant and Invited Guest acknowledges (regardless of whether they are allocated any Tickets) that TTE may use any information provided during their application for the purpose of processing such application and for TTE's enforcement of its legal rights; and

d. sufficient funds to cover the Purchase Price for the Ticket(s) (and any credit or debit card issuing bank fees referred to in clause 8.5) are available on the credit or debit card indicated for payment at the point of payment, and any failure to comply by the Applicant with the requirements detailed in this clause 5.8 will result in the application (and thus such Applicant's offer to purchase Ticket(s)) being rejected).

5.9. The Applicant and Invited Guest warrants that all information provided by them during the application process for any Ticket via any channel is true and accurate (including with respect to their Guests, if applicable). If the Applicant is subsequently found to be in breach of this clause 5.9 TTE shall be entitled to refuse their application or void their Ticket(s) (if it has/they have been issued).

5.10. By completing and submitting an application for any Ticket, the Applicant and Invited Guest acknowledges that he/she has read, understood and agrees to comply with these Terms and Conditions and any Additional Terms

6. THE CENTENARY GALA DINNER TICKET BALLOT

6.1. Subject to Ticket availability, TTE, via the TTE Website (and any other method introduced by TTE from time to time), will offer an Applicant the opportunity to make an application for Tickets in the Centenary Gala Dinner. Any application for Ticket(s) via the Centenary Gala Dinner Member Ballot requires the applicant to be a current or prior Member of TTE and to follow the procedure stipulated on the TTE Website.

6.2. An Applicant cannot apply for more than two (2) Tickets in the Centenary Gala Dinner Member Ballot. Only one (1) Centenary Gala Dinner Member Ballot application per household will be accepted and all Centenary Gala Dinner Member Ballot applications must be made from an Applicant's permanent address. Applications from student or temporary accommodation or applications from business addresses or holiday home addresses will not be accepted. Except in exceptional circumstances (as determined by TTE acting reasonably), an Applicant is not permitted to change their name or address once an application is submitted. Applications for more than the maximum number of Tickets permitted pursuant

to this clause 6.2 and/or multiple applications by the Applicant are not permitted and will be rejected or cancelled. Any person or household submitting multiple applications will have all of their applications voided.

6.3. Each Applicant accepts and acknowledges that:

- a. entry into the Centenary Gala Dinner Member Ballot does not automatically entitle such Applicant to any Tickets, but to a place in the draw for Tickets; and
- b. for Tickets allocated through the Centenary Gala Dinner Member Ballot, the position of the seats allotted to each Successful Applicant will be determined by TTE.

6.4. The Applicant will notify TTE that the Applicant is willing to enter the Centenary Gala Dinner Member Ballot and purchase the Tickets from TTE for the Purchase Price by completing and submitting an application on The TTE Website (or other method introduced by TTE from time to time).

6.5. Where the Tickets are being offered via the Centenary Gala Dinner Member Ballot, the Applicant may contact TTE in accordance with clause 19.1) at any time before expiry of the Centenary Gala Dinner Member Ballot to modify or cancel their application. Following closure of the Centenary Gala Dinner Member Ballot, no modification or cancellation of the application will be permitted.

6.6. Applications which result in the named Guest being named on multiple applications (whether as a Guest or a Successful Applicant) are not permitted and will be cancelled.

6.7. Applicants whose applications were unsuccessful after a Centenary Gala Dinner Member Ballot will be informed by TTE via an email sent to the address indicated by such Applicant in the application.

6.8. The result of the Centenary Gala Dinner Member Ballot shall be entirely at the discretion of TTE whose decision in all matters relating to the Centenary Gala Dinner Member Ballot shall be final. TTE reserves the right to cancel the Centenary Gala Dinner Member Ballot if, due to any Force Majeure Event, there are not sufficient Tickets available to justify holding such a Centenary Gala Dinner Member Ballot.

6.9. The agreement between TTE and the Successful Applicant for the purchase of Ticket(s) via the Centenary Gala Dinner Member Ballot will be concluded and confirmed (under these Terms and Conditions) only after the:

- a. successful processing of the credit or debit card payment for the Ticket(s) in accordance with clause 8; and

b. acceptance of the Applicant's offer by TTE by way of submission of the Purchase Notification to the Successful Applicant.

7. LATE-PURCHASE TICKETS

7.1. An Applicant cannot make more than one application for up to a maximum of two (2) Late-Purchase Tickets. Applications for more than the maximum number of Tickets and/or multiple applications by the Applicant are not permitted and will be rejected or cancelled. Any person or household submitting multiple applications may have all of their applications voided.

7.2. The agreement between TTE and the Successful Applicant for the purchase of Late-Purchase Ticket(s) will be concluded and confirmed (under these Terms and Conditions) only after the:

- a. successful processing of the credit or debit card payment for the Ticket(s) in accordance with clause 8; and
 - b. acceptance of the Applicant's offer by TTE (including via any Authorised Agent) by way of submission of the Purchase Notification to the Successful Applicant.
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8. PAYMENT OF TICKETS

8.1. Payment for the Ticket(s) purchased is possible via: (1) a Mastercard or Visa credit card; (2) a Mastercard or Visa debit card; and/or (3) via any other method employed by TTE or its Authorised Agents from time to time. Tickets cannot be purchased with cash or cheques.

8.2. The Applicant acknowledges that by making an application (including, if applicable, by clicking the confirmation button/field on the TTE Website), the Applicant agrees to make payment of the relevant Purchase Price, provided the requested Ticket(s) are allocated by TTE to the Applicant.

8.3. For Centenary Gala Dinner Member Ballot Tickets the following shall apply:

- a. Upon conclusion of the application phase and following the allocation process of Tickets after the Centenary Gala Dinner Member Ballot, in the event that the Applicant's request is accepted in accordance with clause 6.9, Applicants shall be required to log into The TTE Website in order to make payment of the Purchase Price within the timescales communicated by TTE) on the account corresponding to the communicated credit or debit card.

b. The Applicant understands and agrees that their request will be rejected and that their Tickets will not be allocated in the event that the Applicant fails to make payment within the required timescales or the Applicant's bank rejects payment of the purchase price.

8.4. The Applicant's credit/debit card shall have an expiry date three (3) months beyond the date of the sale of such Tickets to allow TTE to administer, if required, the refund process detailed in clause 15.

8.5. The Applicant's credit or debit card issuing bank will apply its own currency exchange rates (if applicable) and may levy additional fees or charges for such transaction. Applicants should contact their respective credit or debit card issuing bank before submitting the application in order to enquire about the relevant exchange rates, charges or fees. TTE and any Authorised Agent shall not be responsible for any such exchange rates, fees or charges levied by the Successful Applicant's credit or debit card issuing bank.

8.6. The Applicant acknowledges and agrees that all Ticket purchases are final and that (save for circumstances where the provisions of clause 15 apply) no cancellations will be permitted and/or refunds or exchanges given following the submission of an application and successful processing of the Applicant's credit or debit card payment.

8.7. Successful Applicants are requested to review their Purchase Notification for any inaccuracies. Any inaccuracies shall be immediately notified to TTE in accordance with clause 19.1.

9. DELIVERY OF TICKETS

9.1. Subject to clause 9.2, Tickets provided by or purchased from TTE (directly or via its Authorised Agents) will be delivered to Successful Applicants in the following ways:

a. by virtue of electronic e-tickets (which shall be the default delivery method) the TTE Website. In the event that the Successful Applicant has issues with the retrieval of e-ticket Tickets, the Successful Applicant must immediately inform TTE and in any event no later than seven (7) days prior to the Centenary Gala Dinner; or

b. in relation to a limited number of Tickets, TTE may decide (at its reasonable discretion) to remit the Tickets personally to the respective Successful Applicant at the Centenary Gala Dinner reception desk or Senior National Championships Registration (as the case may be). In order to collect such Ticket(s), the Successful Applicant must show Photographic Evidence for them and their Guest(s) and the above mentioned email. For the avoidance of doubt,

Tickets will not be remitted to any Successful Applicant who fails to meet the identification requirements or who is deemed to be an Excluded Person pursuant to these Terms and Conditions.

9.2. TTE may use other delivery methods at its sole discretion where reasonably necessary to do so, in particular to ensure efficient and secure delivery of Tickets to Successful Applicants, and upon prior notice to Successful Applicants.

9.3. For the avoidance of doubt, Successful Applicants will not receive a refund for any Ticket(s) which they fail to present or use.

10. PERMITTED TICKET HOLDERS

10.1. Ticket Holders are permitted to attend the Centenary Gala Dinner provided that:

- a. they are not an Excluded Person;
- b. the Ticket has been obtained in accordance with these Terms and Conditions;
- c. they comply with any and all entry requirements and/or acknowledgements (including any epidemiological acknowledgements, if required) in the context of COVID-19, as notified to them by TTE; and
- d. where the Ticket Holder travels to the United Kingdom, they have complied with any requirements which are in place regarding entry into the United Kingdom (including obtaining a valid VISA (if required) and any travel and entry requirements imposed under applicable laws and/or otherwise in the context of COVID-19).

10.2. For the avoidance of doubt, TTE shall not be liable for any loss or damage suffered by a Ticket Holder should they fail to comply with the provisions of clause 10.1 and/or, where required, fail to obtain the necessary documents.

11. USE OF TICKETS

11.1. Except as expressly permitted in clause 11.2, any resale, transfer of Ticket(s), offer or advertisement of Ticket(s) for resale or transfer, whether for free or for consideration, is strictly prohibited. This prohibition extends to:

- a. the resale or transfer;
- b. advertising for sale or transfer; and/or
- c. providing access to the mobile (or other) device upon which a Ticket is held, for the purpose of reselling/transferring Ticket(s).

11.2. The Successful Applicant shall be permitted to transfer Tickets to their Guest (the details of whom were provided in accordance with clause 5.7) provided that:

- a. the Successful Applicant will attend the Centenary Gala Dinner together with their Guest(s);
- b. the Tickets are for their personal use;
- c. such permitted transfer is free of any consideration; and
- d. Guests, by accepting the transfer of Tickets from the Successful Applicant, agree to be subject to these Terms and Conditions.

11.3. The Ticket(s) shall not be:

- a. used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purposes without the prior written approval of TTE;
- b. used as a prize (or part of a prize) in any contest, competition, (promotional) game of chance, lottery or sweepstake without the prior written approval of TTE;
- c. combined with and sold or transferred as part of any package of goods or services; or
- d. combined with and sold as part of any travel or hospitality package (for example combining flights, hotels and the Ticket(s)).

11.4. Ticket Holders shall not:

- a. run any advertisements or promotions relating to TTE or the Centenary Gala Dinner;
- b. advertise, promote, give away, distribute, sell or offer for sale any product or service from any part of the Centenary Gala Dinner venue or via the display of overt commercial, promotional or marketing messages at the venue; or
- c. exploit any marketing or promotional opportunities in relation to the Ticket(s).

11.5. Each Successful Applicant assumes full and absolute responsibility for all Tickets allocated to them, including for a breach of clause 11.1 (or a breach of any other provision of these Terms and Conditions), whether or not such advertisement, offer for sale or transfer and/or sale or transfer (or other breach of these Terms and Conditions) takes place with the knowledge of the Successful Applicant.

11.6. Any Ticket(s) acquired or used in breach of this clause 11 shall be void with no right to a refund and all rights conferred or evidenced by such ticket shall be nullified. Any person seeking to use such Ticket(s) will be deemed a trespasser and will be refused entry or be evicted from the Venue, and may be liable to further legal action. Any unauthorised sale or transfer of the Ticket(s) may be reported to the police.

12. ENTRANCE TO THE CENTENARY GALA DINNER

12.1. Access to the Venue will be permitted during such hours as specified on the Ticket or as published on TTE's website.

12.2. Entrance to the Venue shall be:

a. subject to compliance with:

i. these Terms and Conditions;

ii. the Conditions of Entry;

iii. any sanitary measures or polices in place;

iv. all Applicable Laws governing access or presence at the Venue, use of the Tickets, general safety certificate and any special safety certificate applying to the Venue, issued by any authority that has jurisdiction or authority in relation to the holding of the Centenary Gala Dinner at the Venue; and

b. authorised upon presentation of:

i. the Ticket (per person, which shall be electronic on their mobile phone or, where expressly permitted by TTE in writing, a paper Ticket; and

ii. proof of identity with Photographic Evidence.

12.3. It is the responsibility of the Successful Applicant to ensure that the Tickets are displayed correctly on their mobile phone. Ticket Holders must retain their Ticket (e.g. their mobile phone which displays the Ticket, if applicable) at all times. Failure to do so may result in the Ticket Holder being evicted from Venue without refund or compensation.

13. CONDUCT AT THE VENUE

13.1. For safety and security purposes, all persons attending the Venue, if and when so requested by event staff, safety personnel and/or any other legally authorised persons representing TTE, shall:

a. produce a valid Ticket together with Photograph Evidence in order to provide satisfactory evidence that the Ticket Holder's identity corresponds to that of the Successful

Applicant/Guest whose details were provided in accordance with clauses 5.6 and 5.7;

b. comply at all times with the Conditions of Entry;

c. comply with all instructions and guidelines issued by safety personnel, event staff and/or police and/or any other duly authorised persons at the Venue;

d. subject to clause 16.7, comply with all sanitary measures and polices in place at the

Venue, including the Conditions of Entry related to COVID-19, and follow any and all instructions from safety personnel, event staff and/or police and/or any other duly authorised persons at the Venue in relation to sanitary and hygiene measures; and
f. be subject to additional safety controls inside the Venue, as the case may arise.

13.2. It shall be strictly forbidden inside the Venue to express, to disseminate of any insulting, racist, xenophobic, sexist, religious, political or other illegal/prohibited messages, particularly discriminatory propaganda messages or being in possession of such material.

13.3. The Conditions of Entry contain detailed lists of prohibited items and conduct and each Ticket Holder shall fully comply with any restrictions contained therein.

13.4. Without limitation, it is strictly forbidden to do any of the following inside the Venue:

- a. occupy or access areas which are closed to the public or for which access is unauthorised in accordance with the relevant Ticket Type held by the Ticket Holder;
- b. restrict or loiter in areas open to traffic, footpaths and roadways, entrances and exits to visitor areas and emergency exits; or
- c. engage in any other conduct which may endanger any person at the Venue.

14. SOUND AND IMAGE RECORDINGS

14.1. Ticket Holders attending the Centenary Gala Dinner at the Venue, acknowledge and, so far as is necessary under Applicable Laws, consent to being photographed, filmed or taped by TTE and/or its Authorised Agents, and/or any third parties appointed thereby, which shall have the right, in perpetuity or for the maximum term permitted under the Applicable Laws, to use, broadcast, publish and license, without any requirement for payment of money or other form of consideration and without credit, the Ticket Holder's voice, image and likeness by means of live or recorded video and/or audio display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.

14.2. Each Ticket Holder accepts and acknowledges that it is in TTE's legitimate interests to use and publish and exploit the content detailed in clause 14.1 in this manner (including any personal data contained therein) as it requires the ability to: (i) publish, display, sell and distribute the Centenary Gala Dinner by means of film, television, radio, print media, internet, publicity material (or any other media now known or in the future); and (ii) use the Images for safety and security, promotional, training, editorial or marketing purposes by

TTE, as determined in TTE's sole discretion (including commercial partners and accredited media organisations). More information on how TTE processes personal data can be found in the Privacy Policy. Notwithstanding the foregoing, where required under Applicable Laws, each Ticket Holder give their consent to such use.

14.3. Ticket Holders shall not take, record and/or transmit any sound, image and/or description of the Venue other than for their exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Centenary Gala Dinner or the Venue for any commercial purposes).

14.4. The use of photographic equipment, mobile telephones, computers, tablets or other electronic devices, communication devices, audio-visual equipment or radios must not inconvenience any other person in the Venue. In particular, mobile telephones, computers, tablets or other electronic devices, communication devices, audio-visual equipment or radios must be switched to silent upon arrival at the Centenary Gala Dinner.

14.5. Subject to clause 14.6, Ticket Holders acknowledge and agree that TTE is the sole legal and beneficial owner of any intellectual property rights (including copyright and database rights) in any images, footage or material taken or recorded in the Venue (including by the Ticket Holder) and the Ticket Holder hereby assigns (by way of present assignment of future rights) any rights he/she may have in respect of such material to TTE and waives all moral rights in the same. Where assignment is not possible under Applicable Laws, the Ticket Holder grants to TTE an exclusive, irrevocable and royalty free licence to use such copyright, database and other intellectual property rights. Ticket Holders further agree (if and whenever required to do so by TTE) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to TTE absolutely and free of all encumbrances and other charges.

14.6. TTE grants each Ticket Holder a licence to use photographs or images taken by that Ticket Holder at The Centenary Gala Dinner for non-commercial use. Save for such permitted use, any persons attending the Centenary Gala Dinner shall not record, use or transmit over the internet, radio, television or any other current or future media, any sound, image, recording or description of the Centenary Gala Dinner or the Venue or assist any other person(s) conducting such activities. For the avoidance of doubt, still photographs, film, videotape or other audio-visual material recorded within the Venue may not be sold, used or published commercially in any way whatsoever unless authorised by TTE and may

be confiscated by TTE if such usage is suspected.

15. REFUNDS

15.1. No refunds will be given in accordance with this clause 15 where there has been a breach of these Terms and Conditions by the applicable Successful Applicant.

15.2. Where the Successful Applicant has validly obtained their Ticket from an Authorised Agent, and such Successful Applicant qualifies for a refund pursuant to this clause 15, such Successful Applicant should contact the specific Authorised Agent to facilitate any such refund.

15.3. TTE reserves the right to change the date and schedule of the Centenary Gala Dinner without notice where it is reasonably necessary to do so. The Centenary Gala Dinner is organised and staged in accordance with Applicable Laws and Government guidance in force from time to time. TTE reserves the right (acting reasonably) to reschedule the Centenary Gala Dinner at any time, without notice and, save as set out in clause 15.7, without any liability whatsoever.

15.4. Tickets issued are for the sole use of the Successful Applicant and their Guest (if applicable). Subject to clause 15.5 below, in the event that a Successful Applicant does not wish to or is unable to use any Ticket(s) issued to them, it is a condition that the Applicant must offer to cancel or return (as applicable) the Ticket(s) (including any Tickets allocated to Guests) for a refund to TTE (or an Authorised Agent, as applicable) at least four (4) weeks before the Centenary Gala Dinner and, provided that the Applicant has at all times complied with these Conditions of Sale, TTE (or an Authorised Agent) will issue a full refund. Where a Successful Applicant wishes to cancel their application before Tickets have been despatched, TTE (or an Authorised Agent, as applicable) will issue a full refund.

15.5. In the event that a Ticket Holder is unable to use any Ticket(s) for the following reasons: (i) on the day of the Centenary Gala Dinner, he/she is suffering from COVID Symptoms or (ii) less than 24 hours before they are due to attend they (a.) have tested positive for COVID-19 and are required to self-isolate or (b.) have been identified as a Close Contact, they shall contact Steve Joel at the TTE's Centenary Gala Dinner reception office on 07523 067716. TTE shall provide instructions to the Ticket Holder in relation to the Ticket issued to them and subject to compliance with such instructions, the Ticket Holder shall be

entitled to a refund (as applicable).

15.6. TTE reserves the right to cancel any Ticket at any time for any operational reasons (TTE acting reasonably in determining this) or as a result of any Force Majeure Event and in the event that TTE exercises this right (including as a result of a postponement or cancellation of the Centenary Gala Dinner, TTE shall have no liability to any Ticket Holder other than as stated in clause 17.6, including for indirect or consequential loss, loss of enjoyment, loss of a chance, loss of time, or travel costs or accommodation costs.

15.7. Subject always to clause 15.1, should TTE cancel a Ticket:

a. prior to the opening of the doors at the venue of the Centenary Gala Dinner by TTE on the applicable day (including as a result of rescheduling, postponement or cancellation, or a decision being made (whether by TTE or any third party) that play must take place with reduced (or further reduced capacity), a Ticket Holder with a valid Ticket shall be entitled to a full refund; and

b. after the opening of the doors to the Venue of The Centenary Gala Dinner by TTE to the public on the applicable Day, clause 13 shall apply.

16. LIABILITY

16.1. Other than is stated in clauses 15 and 16, TTE shall not be liable for any refund, loss (including indirect or consequential loss), damage or expense caused by a Force Majeure Event.

16.2. Subject to clause 16.6, in the event that TTE is in breach of its obligations (under these Terms and Conditions or otherwise), TTE shall only be responsible for such loss or damage suffered by the Ticket Holder which was reasonably foreseeable as a result of the breach. TTE shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time the Applicant or Ticket Holder (as the case may be) entered into a contract pursuant to these Terms and Conditions.

16.3. Subject to clause 16.6 and notwithstanding clause 16.2, TTE is not liable for any business losses and TTE will have no liability to any Ticket Holder for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.4. Subject to clause 16.6, in any event, to the maximum extent permitted by law, TTE hereby excludes any liability for loss, damage or injury to a Ticket Holder and/or their property, including any indirect or consequential loss or damage, including loss of

enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.

16.5. Subject to clause 16.6, TTE shall not be responsible for any interruptions to the view of any part of the Centenary Gala Dinner caused by virtue of (i) the position of the seat and/or (ii) the actions of other guests.

16.6. Notwithstanding any provision in these Terms and Conditions, TTE does not seek to exclude or limit their liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by TTE's negligence or the negligence of any of its officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by Applicable Laws (including the Ticket Holder's statutory rights and rights as a Consumer).

16.7. Applicants and Ticket Holders accept and acknowledge that while any COVID protocols introduced by TTE from time to time are designed to reduce the risk of transmission of COVID-19, it is not possible to eliminate that risk entirely. Each Applicant and Ticket Holder assumes the risk of suffering an illness or fatality related to COVID-19 as a result of his/her attendance at The Centenary Gala Dinner, and agrees (on his/her own behalf, and on behalf of his/her estate, heirs, successors and assigns) that TTE and their directors, officers, employees, agents and officials shall bear no liability in respect of any such illness or fatality unless it is proven that the illness or fatality was suffered as a result of the wilful misconduct or gross negligence of TTE. Each Applicant and Ticket Holder will not bring any claim that is inconsistent with the foregoing sentence.

17. FORCE MAJEURE

17.1. TTE and/or the Authorised Agent reserve the right to make alterations to the time, date and location of the Centenary Gala Dinner due to any Force Majeure Event which has a major impact on the Centenary Gala Dinner at the Venue.

17.2. In the event of cancellation, abandonment, postponement or rescheduling of the Centenary Gala Dinner, or in the event that the Centenary Gala Dinner must be delivered with a reduced Venue capacity, the Successful Applicant will be bound by the provisions of clause 15 in respect of any refunds of the Tickets purchased by the Successful Applicant

provided however that:

- a. any refunds may be made only to the Successful Applicant (and not to the Ticket Holder) and only up to the Purchase Price paid by such Successful Applicant for the Ticket(s), and shall not, for the avoidance of doubt, entitle the Applicant to a refund of any costs and expenses incurred by the Successful Applicant or Guest(s) in relation to travel or accommodation; and
- b. subject to the foregoing and clause 16, TTE will not have any liability to the Successful Applicant or any Guest or Ticket Holder on account of any such cancellation, abandonment, postponement, rescheduling or reduced Venue capacity of the Centenary Gala Dinner or other failure or deficiency in the conduct of the Centenary Gala Dinner.

18. SEVERABILITY AND AMENDMENT

18.1. TTE reserves the right to change these Terms and Conditions if necessary to ensure proper and safe staging of the Centenary Gala Dinner. TTE will notify each Applicant of any material changes via an email sent to the address indicated by the Applicant in the application and the Applicant will have the choice to consent to such material changes or to withdraw their application or withdraw from the agreement concluded with TTE in accordance with these Terms and Conditions (as applicable).

18.2. Should any provisions of these Terms and Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, the remainder of these Terms and Conditions shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included.

19. GENERAL

19.1. Any information requests about the ticketing sales process should be made to the TTE Office by emailing on help@tabletennisengland.co.uk or by calling 01908 208860. Should a Ticket Holder have any issues with their Tickets when in the vicinity of the Venue, they are asked to proceed to either the Centenary Gala Dinner reception desk or Senior National Championships Registration.

19.2. Each Applicant consents to these Terms and Conditions himself/herself and on behalf of their Guest(s) (i.e. the Applicant shall ensure that their Guest(s) understand(s), agree(s)

with and will conform to these Terms and Conditions). If the Guest is under the age of 18 each Applicant confirms that they have received proper consent to these Terms and Conditions from the Guest(s)'s appropriate parent or guardian under the Applicable Laws.

19.3. These Terms and Conditions (together with any Conditions of Entry) 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 Terms and Conditions which is not already set out in these Terms and Conditions.

19.4. Any person not a party to these Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

19.5. These Terms and Conditions are governed by the laws of England and Wales. The parties agree that the courts of London, England have exclusive jurisdiction to settle any dispute arising under or in connection with these Terms and Conditions.