

2021 TERMS & CONDITIONS FOR THE SALE AND ALLOCATION OF TICKETS



ENGLAND v NEW ZEALAND LV= INSURANCE TEST MATCH

Notice to MCC Members

Members of MCC should read these Terms & Conditions in conjunction with the Club's email to them dated 25 January 2021 and available to review at lords.org/nzticketapplicationprocess

1. DEFINITIONS

- 1.1 In these Terms & Conditions, the following words or expressions shall have the following meanings:
- 1.1.1 **Applicant, you, your** means a person who purchases, holds, transfers and/or uses Ticket(s) (as applicable);
- 1.1.2 **Candidate** means a candidate for membership of the Club and whose name is in the candidates' book;
- 1.1.3 **Candidates' Priority Period** means a period of exclusive access to Tickets from 10.00 on Monday 15 February 2021 and ending at 16.00 on Friday 19 February 2021;
- 1.1.4 **ECB** means The England and Wales Cricket Board Limited;
- 1.1.5 **General Ground Regulations** means those general regulations of MCC, copies of which are available at lords.org/groundregulations;
- 1.1.6 **MCC, Club, we, us, our** means Marylebone Cricket Club, incorporated by Royal Charter under number RC000862 of Lord's Ground, London NW8 8QN;
- 1.1.7 **Lord's or Ground** means Lord's Cricket Ground, London NW8 8QN;
- 1.1.8 **Match Day** means any day of the Test Match which is scheduled to be played at Lord's for which an Applicant has been successful in purchasing or been allocated a Ticket(s) which is either (i) the Provisional Match Day; or (ii) if the actual day differs from the Provisional Match Day, the new date notified to you by the Club;
- 1.1.9 **Member** means a member of MCC from time to time;
- 1.1.10 **Members' Priority Period** means for Full Members, a period of exclusive access to Tickets from 10.00 on Monday 1 February 2021 and for Senior and Associate Members from 10.00 on Monday 8 February 2021, in both cases ending at 16.00 on Friday 19 February 2021;
- 1.1.11 **person** shall be deemed to include any individual, company, corporation or other entity;

1. DEFINITIONS (CONTINUED)

- 1.1.12 **Provisional Match Days** means the following Match Days on which the Test Match has been provisionally scheduled to be played at Lord's and for which an Applicant has been successful in purchasing or been allocated a Ticket(s): Wednesday 2 June to Sunday 6 June 2021;
- 1.1.13 **Test Match** means the England v New Zealand LV= Insurance Test Match scheduled to be played on the Match Days;
- 1.1.14 **Ticket** means a ticket for a Match Day which shall be issued in electronic form only; and
- 1.1.15 **Terms & Conditions** means these terms and conditions.

2. GENERAL

- 2.1 These Terms & Conditions constitute the terms and conditions that apply to the purchase, transfer, sale and/or use of any Ticket(s). All Tickets are sold subject to the General Ground Regulations, which are incorporated into these Terms & Conditions. Any Ticket acquired in breach of these Terms & Conditions shall be null and void. MCC shall be entitled to confiscate or invalidate any Ticket(s) which are offered for sale or acquired in contravention of these Terms & Conditions.
- 2.2 By submitting an application for Ticket(s), purchasing, holding and/or using or attempting to use a Ticket you agree that you have accepted and agreed to be bound by these Terms & Conditions and the General Ground Regulations and you agree to bring these Terms & Conditions and the General Ground Regulations to the attention of your guests and confirm that anyone else to whom you sell, transfer or allocate the Ticket(s) has also read and agreed to comply with these Terms & Conditions.
- 2.3 Tickets are offered for sale on a first come, first served basis, subject to availability and also the Members' Priority Period and the Candidates' Priority Period.
- 2.4 Tickets are issued on the condition that they are not offered for sale or resold for more than their face value. Therefore, any Applicant in contravention of this will be in breach of these Terms & Conditions and their Ticket(s) liable to be cancelled without any refund or compensation, their Ticket(s) not admitting entry to the Ground, or if already in the Ground, their being removed from Lord's and also liable to the penalties set out in Clause 3.
- 2.5 Applications and payment by credit or debit card must be made online only via MCC's ticket platform at: tickets.lords.org
- 2.6 Applicants who have been successful in purchasing Tickets will be notified via email to the email address registered by them as part of their online account with the Club.
- 2.7 Any Ticket which is allocated to any person shall not be used for commercial hospitality by any person trading for that purpose, and without prejudice to the generality of the foregoing, the holder of such a Ticket shall not, as part of a hospitality package or for any other reason, purvey, advertise, auction or otherwise offer for sale, or use as a competition prize, the Ticket(s) allocated to that person without the prior written permission of MCC's Chief Executive & Secretary.

2. GENERAL (CONTINUED)

- 2.8 By submitting an application for Ticket(s) and being successful, you acknowledge that the Provisional Match Day is subject to change at any time. If the Match Day is to differ from the Provisional Match Day, the Club will notify the original purchaser of the Ticket(s) via email to the email address registered by them as part of their online account with the Club as soon as reasonably practicable of the new date of the Match Day.
- 2.9 Entry to Lord's will be subject to such health, safety and security rules and regulations which may be in place from time to time, including without limitation in relation to COVID-19 or any associated public health emergency.

3. UNAUTHORISED TICKET SALES

- 3.1 Genuine Tickets are obtainable only from MCC and its authorised agents. MCC reserves the right to refuse admission or cancel a Ticket without notification, and without refund or compensation, to anyone who has acquired a Ticket in breach of these Terms & Conditions (an **Unlawful Ticket**). Unlawful Ticket holders will, if necessary, be ejected from the Ground, without refund or compensation, after they have entered the Ground and may be liable to legal action.
- 3.2 Any person who has acquired an Unlawful Ticket may expect to be prohibited from purchasing tickets in the future.
- 3.3 In addition to Clause 3.2, if a Member or Candidate acquires an Unlawful Ticket, such a Member may be referred to the Club's disciplinary panel and such a Candidate may have their name removed from the Club's candidates' book.
- 3.4 If the Club reasonably suspects an Applicant has committed a Ticket touting offence, it will notify the ECB, who may in turn notify the First Class Counties and/or the relevant law enforcement authorities. By making an application for any Ticket(s), the Applicant accepts that MCC may disclose the Applicant's details for these purposes.

4. TICKETS

- 4.1 All Tickets will be issued to successful Applicants in a downloadable format that can be received via email or through a mobile app. Applicants shall print a copy of the Ticket(s) on white paper or use a digital copy on a mobile device which shall be presented and scanned to gain entry to Lord's.
- 4.2 The barcode on each Ticket will only admit one entry per Ticket. Multiple paper copies must not be made; the first Ticket scanned at the entry gate to the Ground will allow entry, however, subsequent scans (whether the original or copies) will not allow entry into Lord's.

5. DUPLICATE TICKETS

- 5.1 A duplicate Ticket will only be issued to the original purchaser as a replacement for a Ticket that has been printed out, deleted irretrievably and then lost, stolen, mislaid or is defective or defaced.
- 5.2 If the Ticket Office has to reprint a Ticket, an administrative charge of 10% of the face value will be made for each duplicate Ticket.

6. REFUNDS

- 6.1 No refunds will be given, other than those covered under the appropriate refund schemes set out in this Clause 6.
- 6.2 A refund scheme applies to the first four days of the Test Match. On those days, if play is restricted or does not take place on a Match Day for which the Ticket is valid, an automatic refund will be made to the original credit or debit card used to make the purchase of the Ticket(s), subject to there being:
- (i) 15 overs or less because of weather conditions or completion of the Match - a full refund; or
 - (ii) 15.1 overs to 29.5 overs because of weather conditions or completion of the Match - a 50% refund.
- 6.3 A refund scheme applies for the Match Day for which the Ticket is valid (where the date of the Match Day has changed, this means the new date of the Match Day), if:
- (i) spectators are unable to be admitted because the Test Match has been cancelled or a Match Day is to be played behind closed doors, MCC will notify the original purchaser via email to the email address registered by them as part of their online account with the Club and automatically refund the amount paid for the Ticket(s) to the original credit or debit card used to make the purchase of the Ticket(s). You will not need to contact MCC to receive this refund. MCC will refund this amount within 30 days of the date on which the announcement by the ECB is made that the Match Day is to be played behind closed doors and without spectators present;
 - (ii) social distancing requirements mean that MCC is unable to honour all of the Tickets purchased or allocated for that Match Day, MCC reserves the right to cancel all or some of the Tickets for that Match Day and to determine which of such Tickets to cancel in its absolute discretion. If MCC cancels all or any of your Tickets, MCC will notify the original purchaser via email to the email address registered by them as part of their online account with the Club and automatically refund the amount paid for the Ticket(s) to the original credit or debit card used to make the purchase of the Ticket(s). You will not need to contact MCC to receive this refund. MCC will refund this amount within 30 days of the cancellation of your Ticket(s);
 - (iii) the original purchaser is unable to attend because although the Match Day for which they have purchased a Ticket is to be played with spectators present, they live in an area which is subject to a local lockdown restricting them from being able to come to the Ground, as verified by checking their postcode registered as part of their online account with the Club. In such circumstances, if you contact the Club as soon as possible in advance of the Match Day to request a refund, MCC will cancel your Ticket(s) and refund the amount paid to the original credit or debit card used to purchase the Ticket(s) within 60 days of you contacting the Club to request a refund; or
 - (iv) the date of a Match Day changes pursuant to Clause 2.8, the new date of the Match Day will be notified to you to via email to the email address registered with the Club as part of your account and you will have 14 days in which to request a refund if you cannot attend on the new Match Day. If you do request a refund, MCC will cancel your Ticket(s) and refund the amount paid to the credit or debit card used to purchase the Ticket(s) within 60 days of you contacting the Club to request a refund.

7. LIABILITY

- 7.1 The Club shall not be liable for any injury, loss or damage whatsoever to the Applicant nor for any loss or damage to or theft of their property howsoever such injury, loss or damage may be caused, and the Applicant shall indemnify the Club in respect of any liability for any such injury, loss or damage save that nothing in these Terms & Conditions seeks to exclude or limit MCC's liability for death or personal injury caused by its negligence or any other type of liability which cannot be excluded or limited by law.
- 7.2 The Club does not make or give, and no staff or official of the Club has any authority to make or give, any representation, condition or warranty regarding the amount of play occurring on the Match Day, and any such representation, condition or warranty is hereby excluded.
- 7.3 MCC will not be liable for the costs of any personal travel or accommodation or any other arrangements howsoever made in relation to any Match Day under any circumstances.
- 7.4 The Club's total liability in all other circumstances shall otherwise, under, or in connection with these Terms & Conditions not exceed the face value of the original purchaser's Tickets as at the date such liability arose.

8. RETURNS

Save in the circumstances referred to in Clause 6.3(iii), if an Applicant has to return to Tickets for any Match Day, the Club will attempt to re-sell such Tickets, but only after any and all remaining Tickets for the relevant Match Day have been sold or allocated. If a Ticket is able to be re-sold, an administrative charge of 10% of the face value of each Ticket will be deducted by MCC from the proceeds of such sales. Tickets may be returned only by the original purchaser of the Ticket(s). Under no circumstances will MCC guarantee the re-sale of any returned tickets.

9. TECHNICAL PROBLEMS

No responsibility is accepted by MCC for applications which are lost, corrupted or incomplete or for any failure to capture an Applicant's information. MCC cannot accept any responsibility for any damage, loss, injury or disappointment suffered by an Applicant as a result of not receiving a Ticket.

10. INVALIDITY

If any provision of these Terms & Conditions is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Terms & Conditions.

11. WHOLE AGREEMENT

These Terms & Conditions and the General Ground Regulations constitute the entire agreement between the Club and you and you shall not have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by the Club in relation to these Terms & Conditions which are not already set out in these Terms & Conditions.

12. WAIVER

No failure or delay by the Club in exercising any right or remedy provided under the Terms & Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. STATUTORY RIGHTS

These Terms & Conditions shall not affect an Applicant's statutory rights as a consumer.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is agreed and acknowledged that MCC shall have the benefit of and be entitled to enforce all the provisions of these Terms & Conditions against the Applicant and notwithstanding that they may not be a party hereto. Save as provided in this Clause 14, no third party shall have any right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999.

15. PERSONAL DATA

By applying for and/or using a Ticket you consent to us processing your personal data in accordance with our Privacy Notice which may be viewed at lords.org/privacynotice

16. GOVERNING LAW AND JURISDICTION

These Terms & Conditions shall be governed by English law. Any dispute arising from or in connection with these Terms & Conditions shall be subject to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, MCC reserves the right to pursue legal proceedings in a competent court of the Applicant's domicile, where such proceedings shall be governed and interpreted in accordance with English law.