

PURCHASE POLICY

1. INTRODUCTION

1.1 LOOKPORT LTD (“Lookport”, “we”, “us”, “our”) is a company registered in England and Wales under company number 14417270, with registered offices at 7 Bell Yard, WC2A 2JR, London, United Kingdom.

1.2 We operate an online marketplace where you can purchase tickets and resale tickets, as well as other items in connection with events. The term “Ticket(s)” means event tickets (i.e. tickets allocated to us directly by Event Partners (as defined below) for sale by us).

1.3 This “Purchase Policy” sets out the terms and conditions applicable to purchases of Tickets from us. If you are purchasing or wish to purchase Accessible Tickets, please find further information here (and please note that further terms may apply to Accessible Tickets in addition to this Purchase Policy). If you are making a purchase online, this Purchase Policy also incorporates our website Terms of Use.

1.4 We sell Tickets and associated products and services on behalf of event organisers, promoters, venues, producers, artists/performers, agents, teams, record labels and other persons involved in the organisation of events (“Event Partner(s)”). Please note that we are not responsible for organising or delivering the events themselves.

1.5 We sell Tickets as and when they are allocated to us by Event Partners, and in accordance with their instructions. The number and type of Tickets allocated for sale by us vary on an event by event basis.

1.6 We sell Tickets from several distribution points, including online (desktop, mobile website and app), call centres and, in some cases, box offices. All of our distribution points access the same ticketing system and ticket inventory, therefore Tickets for popular events may sell-out quickly. Occasionally, additional Tickets for sold-out events may become available prior to events. However, we do not control Ticket inventory or its availability.

1.7 For some events, we may sell different types of Tickets, items and packages, including:

(a) “Platinum Tickets”: these are in-demand Tickets that are offered for sale at market-driven prices, which may be higher than the price stated on the Ticket. Platinum Tickets are sold on a ticket-only basis and do not include any additional products or services. Please see clause 5 below for further information on Platinum Tickets.

(b) “Upsells”: these are products or services that are offered for sale in addition to Tickets at a separate, additional price, such as car parking or merchandise. Please see clause 13 below for further information on your rights in relation to Upsell purchases (which differ from your rights in relation to Ticket purchases).

(c) “Collector Tickets”: these are a special type of Upsell where, for a separate, additional per-Ticket charge, your Tickets are printed and dispatched as souvenir/commemorative items.

(d) “Packages”: these are packages that are offered for sale at an inclusive price, which include a Ticket and one or more additional products or services, such as exclusive seating arrangements, accommodation, transport, dining or merchandise.

1.8 In this Purchase Policy, we refer to any products and services offered for sale by us (including Tickets, Platinum Tickets, Collector Tickets, Upsells and Packages) as “Items”. Any reference to “Ticket(s)” includes Platinum Ticket(s) and Collector Ticket(s), unless expressly stated otherwise.

1.9 Please note, Items cannot be exchanged or refunded after purchase, save as set out in clauses 11, 12 or 13 of this Purchase Policy. If you no longer want your Tickets and are not eligible for an exchange or refund under this Purchase Policy, we suggest that, if available, you use our Ticket Exchange to sell your Tickets as Resale Tickets.

1.10 Nothing in this Purchase Policy or our Ticket Exchange Policy affects your statutory rights as a consumer. For further information about your statutory rights, please contact Citizens Advice.

2. YOUR ACCOUNT AND REGISTRATION

2.1 In order to set up a Lookport account to purchase a Ticket you must:

- (a) be at least 18 years old (or the age of legal capacity in the country of purchase) and able to enter into legally binding contracts; and
- (b) follow the instructions to set up a password-protected account providing your correct full name, postal address, telephone number and email address (all your details must be kept up to date at all times).

2.2 In order to set up a Lookport account to receive a ticket via the Ticket Transfer functionality, you must be at least 14 years old, however please note that the contract (and associated rights and obligations) for the purchase of that Ticket remains between us and the original purchaser of the Ticket.

2.3 You are solely responsible for maintaining the security of your user name and password and for all activity that occurs on your account. You shall not permit anyone other than you to use your account. If you become aware or suspect that anyone knows your user name and/or password, you should promptly contact us.

2.4 If you are making purchases on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity (and this Purchase Policy and references to "you" refer and apply to that company or other legal entity).

2.5 Please refer to our Privacy Notice and Cookies Policy for more details on how we use and protect your personal data. If we are investigating your account, or if we are investigated ourselves, you agree to comply fully with our requests for information about you and your purchases.

2.6 You must not create or use multiple accounts with the purpose or intention of circumventing any of the terms of this Purchase Policy or our Ticket Exchange Policy or concealing your identity or other personal details.

2.7 You must not use our website or app and/or your account (together the "TM Services") for any unlawful purpose or in any unlawful manner. If we discover or suspect that you have used or are using or attempting to use the TM Services in such a way that a criminal offence has been, is being or might be committed, we are required by law to report your identity and details of such activity to the relevant authorities (and any relevant Event Partner).

2.8 We reserve the right to terminate your account and/or cancel any of your orders and/or prohibit you from making future orders or using the TM Services in future if:

- (a) any abusive or threatening behaviour is carried out by you or on your behalf or via your account;
- (b) we suspect any fraudulent activity or other illegal activity is carried out by you or on your behalf or via your account;
- (c) we suspect any unauthorised use of your account or other unauthorised activity is carried out by you or on your behalf or via your account;
- (d) we are ordered to do so by any legal or regulatory authority; and/or
- (e) you otherwise breach the terms of this Purchase Policy or any other applicable policies (including our Ticket Exchange Policy) or terms and conditions (including any applicable Event Partner's terms and conditions).

2.9 You may close your account by contacting us via email support@lookport.live. However, please note that such closure shall not take effect until after any events that you have purchased Tickets (or listed or sold Resale Tickets) for have taken place.

2.10 Termination of your account and/or cancellations of any purchases under this Purchase Policy (or purchases, listings or sales under our Ticket Exchange Policy) shall not affect our or your rights and liabilities which have accrued prior to and including the date of such termination or cancellation.

3. LEGALLY BINDING CONTRACT

3.1 In order to make a purchase from us, you must be at least 18 years old (or the age of legal capacity in the country of purchase) and able to enter into legally binding contracts. If you are purchasing online, you must also have a Lookport account and a valid credit or debit card issued in your name.

3.2 Any purchase from us forms a legally binding contract that is subject to: (i) this Purchase Policy; (ii) any special terms and conditions stated to be applicable to an Item and/or event; (iii) other terms and conditions of the Event Partner(s) and/or event; and (iv) any venue terms and conditions (including conditions of entry). You should read this Purchase Policy carefully before you make a purchase.

3.3 By purchasing one or more Items from us, you acknowledge that you have read, understood and agree to be bound by the terms and conditions of this Purchase Policy. If you do not agree with this Purchase Policy or any other applicable terms and conditions, or if you cannot comply with any of them, then you must not make a purchase.

3.4 We reserve the right from time to time to make changes to this Purchase Policy. Where we make any such changes, we shall post the updated version of this Purchase Policy on our website. Therefore, we recommend you check this Purchase Policy regularly to stay informed of its current terms and conditions. All purchases are subject to the applicable version of this Purchase Policy that was published at the time of purchase. If you do not agree with any revised version of this Purchase Policy, or if you cannot comply with it, then you must not make a purchase.

4. PRICES, PAYMENT AND PLACING ORDERS

4.1 All prices for Items offered for sale from us are inclusive of VAT and are broken down as follows:

- (a) sale price of the Item ("Sale Price"); plus
- (b) any per-Item service or facility charges ("Service Charge"); plus
- (c) any per-order handling and/or delivery fees ("Order Processing Fees").

4.2 Whilst we try to ensure that all advertised prices are accurate, errors may occur. If we discover an error in the price of any Item you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price (in which case we will credit or debit you as applicable) or cancelling your order (in which case you will receive a full refund). If we are unable to contact you to confirm your order at the correct price, you agree that we may treat the order as cancelled and issue you with a full refund, without any further liability.

4.3 In many circumstances, Ticket prices are set at the time of the initial on-sale and stay the same until the event. However, some Tickets are "market-priced," and so Sale Prices may increase or decrease at any time, based on demand. This is similar to how airline tickets and hotel rooms are sold and is commonly referred to as "Dynamic Pricing". You will not be entitled to a refund or credit if (i) the Sale Price you paid for a Ticket was at any time before you purchased your Ticket less than the Sale Price you paid; or (ii) the Sale Price of any other Tickets to the relevant event (whether in the same price category or otherwise) is/are subsequently reduced after you purchase your Ticket.

4.4 Because you can purchase Items for events taking place in several different countries, not all Items are priced in British Pound Sterling. All prices are displayed in the currency that they will be charged in, and we accept no responsibility or liability for additional charges you may be subject to by your credit or debit card provider, or any currency exchange rate fluctuations, which are entirely at your risk.

4.5 For some events we may offer the ability for you to purchase "Missed Event Insurance" in relation to your Tickets, from our third party provider. Please note that purchase of such insurance is not covered by this Purchase Policy; please see our provider's Missed Event Insurance Terms and Conditions for further details.

4.6 Accepted methods of payment include Visa, MasterCard and American Express debit or credit cards.

4.7 Your contract for purchase starts once we have confirmed your order and ends immediately after completion of the event for which you have purchased Item(s). However, if you have purchased an Upsell that is a product (as opposed to a service), your contract for purchase in relation to that product will end 14 days after the date of delivery of the product to you. Please see clause 13 for further details.

4.8 If you do not receive an order confirmation after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm via your Lookport account or via email support@lookport.live 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 any costs or losses you incur if you assume that an order was or was not placed because you failed to receive an order confirmation.

4.9 All purchases are subject to credit or debit card verification (if applicable), other security checks, and collection of payment by us. Your order may be cancelled if it has not passed our verification process or if payment is not received in full. In rare circumstances, if your payment is recalled by the associated bank or payment provider, we reserve the right to cancel and refund any order for which an order confirmation has been sent. We accept no responsibility or liability for such cancellations, as these are outside our control.

4.10 It is prohibited to obtain or attempt to obtain any Items through unauthorised use of any robot, spider or other automated device or software, or through unauthorised framing or linking to any website, or through any other illegal or unauthorised activity. We reserve the right to cancel any orders that we reasonably suspect to have been made in breach of this Purchase Policy, without any notice to you, and any and all Items obtained as part of such orders will be void.

4.11 To prevent fraud and protect us, we reserve the right to carry out checks and/or request that additional information be provided in order to verify purchases. We reserve the right to cancel any orders that we reasonably suspect to have been made fraudulently, without any notice to you, and any and all Items obtained as part of such orders will be void.

4.12 Please ensure that you read the full Item description details and are happy with your selection prior to purchase as we may be unable to rectify issues arising as a result of your mistake.

4.13 Please note, all seating maps and charts displayed during the purchase process are for guidance only and reflect the general layout for the venue for particular events. For some events, the layout and specific seat locations may vary without notice.

5. PLATINUM TICKETS

5.1 Platinum ticketing is our market-based pricing solution which allows us to give fans access to the most in-demand Tickets for an event, whilst enabling Event Partners to price Tickets closer to their true market value.

5.2 The Sale Price of a Platinum Ticket at any given time represents its demand-driven market value at that time. Therefore, the Sale Price of Platinum Tickets vary, and may increase or decrease at any time.

5.3 You pay the Sale Price of Platinum Tickets advertised at the time you make your purchase, but the price of equivalent or similar Platinum Tickets may increase or decrease before and/or after you have made your purchase. You will not be entitled to a refund or credit if you purchase a Platinum Ticket and the Sale Price of equivalent or similar Platinum Tickets subsequently falls.

5.4 Please note, due to venue or system limitations, there may be either (i) no price printed on a Platinum Ticket, or (ii) a different price printed on the ticket to the Sale Price you paid. However, you will not be entitled to a refund or credit on the basis that you have paid a higher Sale Price for the Platinum Ticket.

6. DELIVERY

6.1 We aim to dispatch Tickets as soon as possible. We are not able to specify the exact dates of dispatch, as the arrangements for dispatch depend on several factors, including when we are in possession of the ticket stock used for a particular event. For some events, we receive ticket stock from our Event Partners very close to the event date.

6.2 Please allow as much time as possible for your Tickets to arrive. If your Tickets have not arrived by 5 days before the event (or 5 days before you depart for the event, if earlier), or if you receive a notification of a failed delivery at any time, you should contact us via email support@lookport.live for instructions (stating your name, reference number and postcode that the order is made under).

6.3 You are responsible for providing a safe and secure delivery address and ensuring that you are available to take delivery of your Tickets (which may be delivered by any postal or courier provider). For some deliveries, a signature may be required. Where you have paid by credit or debit card, we can only dispatch Tickets to the billing address of the credit or debit card used to make the purchase. If the address in your order does not correspond to that held by your credit or debit card company, we may cancel your order.

6.4 If an e-delivery option is available, you are responsible for either (i) ensuring that you log in to your Lookport account and download your Tickets in good time prior to the event; or (ii) providing a valid email address for e-delivery of Tickets and ensuring that you are able to receive delivery of the Tickets by email (for example by ensuring that your email mailbox does not reject, bounce or otherwise prevent any relevant emails from being delivered, and by checking your email mailbox regularly (including junk or spam folders)).

6.5 Please note, if you choose for your Tickets to be delivered by “e-delivery” and Ticket Transfer functionality (as described below) is not available for your Tickets, then all guests under your booking must enter the event at the same time as you. In such circumstances, print outs of pdfs of Tickets shall not be accepted for entry.

6.6 We shall not be liable for, and you will not be entitled to any refund where delivery is refused, returned, missed, unclaimed or fails as a result of your failure to provide correct and complete delivery information and/or failure to ensure you are available to receive delivery of Tickets (whether physically or via email, as applicable) or your failure to download Tickets from your Lookport account, as applicable.

6.7 Regardless of the method of delivery you select at purchase, we reserve the right to make Tickets available for collection by you at the venue box office or at another designated ticket collection point. We will notify you by telephone or email of the arrangements for collection if this becomes necessary. You may be required to provide

your booking confirmation email and your photo ID to collect Tickets, as well as the credit or debit card used to make the order.

6.8 It is your responsibility to check your Tickets immediately once they have been delivered as mistakes cannot always be rectified. You should contact via email support@lookport.live immediately if there is a mistake or error with your Tickets or if you do not receive your Tickets as ordered and/or as described in your order confirmation. We may not be able to assist you if you do not inform us of any errors that are reasonably obvious from inspection of your Tickets within 5 days of receipt (and/or in good time prior to the event date).

6.9 Please note, we are only responsible for delivery of Tickets to you. Products and/or services sold as an Upsell and non-Ticket elements of a Package are produced and fulfilled by the relevant Event Partner, who is responsible for the delivery and quality of such products and/or services. We accept no responsibility or liability for the delivery or quality of any such products and/or services except and to the extent that they are produced and/or fulfilled directly by us. If you have any queries or complaints regarding any Upsell and/or any non-Ticket elements of a Package, please contact the relevant Event Partner directly (or contact us via email support@lookport.live and we can put you in touch with the relevant Event Partner).

7. TICKET TRANSFER

7.1 We offer "Ticket Transfer" functionality in respect of many events. You can use Ticket Transfer, where available, to transfer Tickets you have purchased to your friends and family by logging into your Lookport account and following the instructions.

7.2 Ticket Transfer is intended to be used for transferring Tickets to friends and family; you should only transfer Tickets to people that you know and trust who are aged at least 14. If you wish to sell your Tickets to a third party as Resale Tickets and your Tickets are eligible, you may do so using the Ticket Exchange.

7.3 By using Ticket Transfer to transfer a Ticket you have purchased (or that you have been transferred by someone else using Ticket Transfer), you are only facilitating another person using that Ticket; the contract (and associated rights and obligations) for the purchase of that Ticket remains between us and you (or the original purchaser as the case may be), regardless of the number of times the Ticket is transferred using Ticket Transfer. However, all terms and conditions applicable to the use of a Ticket shall remain applicable to such Ticket, regardless of the number of times the Ticket is transferred using Ticket Transfer.

7.4 Ticket Transfer can only be used for Tickets and not for Upsells purchased with Tickets or any non-Ticket elements of Packages.

7.5 We may cancel any transferred Tickets if we have grounds to suspect that they were obtained fraudulently, unlawfully or otherwise in violation of this clause 7, or any other provisions of this Purchase Policy or any other applicable terms and conditions.

7.6 You can cancel a Ticket Transfer invitation but only if you do so before the recipient accepts your Ticket Transfer invitation.

7.7 **IMPORTANT:** Once a recipient accepts your Ticket Transfer invitation you will not be able to (i) use your original Ticket for event entry; (ii) cancel or otherwise get the transferred Ticket back (because the recipient will get a new Ticket with a new barcode); (iii) use our Fan Guarantee in relation to the Ticket (as described in clause 12); or (iv) list your Ticket as an Resale Ticket for resale on the Ticket Exchange. If a Ticket is transferred multiple times using Ticket Transfer, only the Ticket from the most recent Ticket Transfer will be valid for entry; all previous Ticket barcodes will be cancelled.

7.8 If an event is cancelled, rescheduled or materially altered, only the original purchaser of a transferred Ticket will be entitled to any refund or credit available under clause 11. We will only deal with the original purchaser of a transferred Ticket in respect

of all matters relating to the Ticket and the event for which it is issued. It is the responsibility of the original purchaser of a Ticket to keep all the recipients of any transferred Tickets updated with any information we provide to the original purchaser.

7.9 To the maximum extent permitted by law, any liability we may have in connection with a Ticket will only be owed to the original purchaser of the Ticket, and not to any recipient to whom that Ticket may have been transferred (whether using Ticket Transfer or otherwise).

8. TICKET RIGHTS AND OBLIGATIONS

8.1 Any Ticket you purchase from us remains the property of the relevant Event Partner and is a personal revocable licence which may be withdrawn, and admission refused, at any time.

8.2 When you receive or collect your Tickets, please keep them in a safe place. We will not be responsible for any Tickets that are lost, stolen, damaged or destroyed following receipt or collection by you. Please note that direct sunlight or heat can sometimes damage physical Tickets. Furthermore, we strongly recommend that you do not post pictures or details of your Tickets online as this may allow third parties to counterfeit your Tickets or otherwise compromise the integrity of the Tickets and we will not be liable if you are refused entry to the event as a result.

8.3 You acknowledge that lost, stolen, damaged or destroyed Tickets may not be able to be replaced where policies set by an Event Partner prohibit us from issuing replacement Tickets (e.g., for general admission events where there is a possibility that both original and any replacement tickets may be used to gain entry, which may compromise the licensed capacity of the venue). If we are able to issue replacement Tickets, we may charge you a reasonable administration fee.

8.4 Where your Tickets are for allocated seats, you have a right only to seats of a value corresponding to that stated on the Ticket. We or the relevant Event Partner or venue reserve the right (whether before or during the event) to provide alternative seats to those initially allocated to you or specified on the Tickets.

9. TICKET RESTRICTIONS

9.1 When purchasing Tickets from us, you are limited to a specified number of Tickets for each event (and in some cases, per tour comprising several events). This number is included on the first purchase page and is verified with every order. This policy is in effect to discourage and prevent unfair ticket buying practices. Tickets may be restricted to a maximum number per person (or business, as applicable), per credit or debit card and, for some events or tours, a restriction may apply per household as well. We reserve the right to cancel any order(s) for Tickets purchased in excess of the relevant limits without notice.

9.2 Tickets may be sold subject to certain restrictions on entry or use, such as restricted, obstructed or side view or a minimum age for entry. Any such restrictions will be displayed or otherwise notified to you before or at the time of booking. It is your responsibility to ensure that you read all notifications and other important information displayed or notified to you as part of the purchase process. We will not be responsible if you or any guests under your booking are refused admission because of a failure to meet or prove that you/they meet any restrictions (e.g. a minimum age requirement).

9.3 You are not entitled to purchase any Tickets as a trader acting in the course of business with the intention of reselling your Tickets for profit unless formal written permission is given by us and the relevant Event Partner in advance. If we discover or have reason to suspect that you have purchased and intend to resell, or have sold

Tickets in breach of this clause, we reserve the right to cancel your Tickets without notice.

9.4 You may not resell or transfer your Tickets if prohibited by law. In addition, Event Partners may restrict or prohibit the resale or transfer of tickets for some events. Any resale or transfer (or attempted resale or transfer) of a ticket in breach of the applicable law or any restrictions or prohibition imposed by an Event Partner is grounds for seizure or cancellation of that Ticket.

9.5 Tickets purchased from us may not:

(a) be used for advertising, promotions, contests or sweepstakes (or for other such similar commercial gain); and/or

(b) be combined with any hospitality, travel or accommodation service and/or any other merchandise, product or service to create a package for sale or other distribution, unless formal written permission is given by us and the relevant Event Partner in advance and provided that even if such permission is granted, use of our or any Event Partner's trade marks and other intellectual property is subject to the express prior written consent of the owner.

10. EVENT TIMINGS AND ADMISSIONS

10.1 Please note that advertised start times of events are subject to change. Also, door opening and closing times stated in relation to an event are not indicative of the event's start or end time (or when an artist is scheduled to play or the length of the artist's performance), all of which remain at the relevant Event Partner's and/or artist's discretion and may be subject to change.

10.2 Tickets are sold subject to the Event Partner's right to alter or vary the programme of an event due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets, unless such change is a material alteration as described in clause 11, in which case the provisions of that clause shall apply.

10.3 Generally, every effort to admit latecomers will be made at a suitable break in the event, but admission cannot always be guaranteed.

10.4 The event venue may conduct security searches of you and other patrons for safety and security purposes and/or may refuse admission to patrons (including you) breaching or suspected of breaching any terms and conditions of the event or any Event Partner.

10.5 Admission to all events is subject to the terms of admission of the relevant venue, and certain items (e.g. laser pens, mobile phones, dogs (except guide dogs) and patrons' own food and drink) may be prohibited. Please check with the venue directly. The unauthorised use of photographic and/or recording equipment at events is also prohibited. Any unauthorised photos, videos and/or recordings may be destroyed or deleted. The use of drones or similar equipment for any reason in, at or near the event venue is strictly prohibited.

10.6 Breach of any of venue 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.

10.7 Event Partners reserve the right to refuse admission to the venue, or to remove any person from the venue for reasons of public safety and you will not be entitled to a refund (including for crowd surfing or moshing, or failure to comply with any measures put in place to combat the spread of Covid-19), any unacceptable behaviour likely to cause damage, nuisance or injury, or for any breach of the Event Partners' terms and conditions.

10.8 Unless expressly authorised by the relevant Event Partner, there will be no pass-outs or re-admissions of any kind.

10.9 By attending an event, you and other patrons understand and agree to being photographed, filmed and/or recorded in relation to the event and/or for safety and security, including filming by the police. You and other patrons understand and agree that resulting photographs, videos, audio recordings and/or audiovisual recordings may be used in any and all media for any purpose at any time throughout the world (however, you may object to such use by specific request to alex@lookport.live).

10.10 Prolonged exposure to loud music or noise may damage your hearing and we advise you and all patrons to wear adequate ear protection at events.

10.11 Special effects, which may include sound, audio-visual, pyrotechnic effects or lighting effects may be featured at an event, which may not be suitable for those with photosensitive epilepsy, or similar conditions.

11. EVENT CANCELLATIONS AND ALTERATIONS

11.1 If an event is cancelled, rescheduled or materially altered, we will use reasonable endeavours to notify you once we have received the relevant information and authorisation from our Event Partner (if you book online, we will use your account details). However, we cannot guarantee that you will be informed of such cancellation, rescheduling or alteration before the date of the event. It is your responsibility to ascertain whether an event has been cancelled, rescheduled or altered and the date and time of any rescheduled event.

11.2 Cancellation: If an event for which you have purchased Tickets or Packages is cancelled in full (and not rescheduled), your order will be cancelled, and you will be refunded the Sale Price of your Tickets or Packages (Service Charges and Order Processing Fees may be non-refundable). If you have purchased Tickets or Packages for an event takes place over several days and one or more days (but not all days) are cancelled, you may only be offered a proportionate partial refund.

11.3 Rescheduling: If an event for which you have purchased Tickets or Packages is rescheduled, Tickets and Packages will usually be valid for the new date (or you will be offered Tickets or Packages of a value corresponding with your original Tickets or Packages for the rescheduled event, subject to availability). If you notify us within the specified deadline that you are unable to attend the rescheduled event, you will be able to cancel your order and obtain a refund of the Sale Price of your Tickets or Packages (Service Charges and Order Processing Fees are non-refundable). If we do not specify a deadline, the deadline by default will be 48 hours before the date of the rescheduled event. Failure to notify us by the applicable deadline that you are unable to attend the rescheduled event will be deemed to be a reconfirmation of your order for Tickets or Packages for the rescheduled event, and you will not be able to claim a refund.

11.4 Material Alteration: If an event for which you have purchased Tickets or Packages is "materially altered" (as defined in clause 11.5 below), Tickets and Packages will usually be valid for the altered event (or you will be offered Tickets or Packages of a value corresponding with your original Tickets or Packages for the altered event, subject to availability). If you notify us within the specified deadline that you do not wish to attend the altered event, you will be able to cancel your order and obtain a refund of the Sale Price of your Tickets or Packages (Service Charges and Order Processing Fees are non-refundable). Failure to notify us within any specified deadline that you do not wish to attend the altered event will be deemed to be a reconfirmation of your order for Tickets or Packages for the altered event, and you will not be able to claim a refund.

11.5 For the purposes of this Purchase Policy, a "material alteration" is a change (other than a rescheduling) which, in our and the relevant Event Partner's reasonable opinion,

makes the event materially different to the event that purchasers of Tickets, taken generally, could reasonably expect. In particular, please note that the following are not deemed to be “material alterations”: the use of understudies in theatre performances; adverse weather conditions; changes of any supporting act; changes to individual members of a band; changes to the line-up of any multi-performer event (such as a festival); curtailment of the event where the majority of an event is performed in full; and delays to the starting of the performance of an event.

11.6 To claim a refund under clause 11.2, 11.3 or 11.4, please follow the instructions we provide to you or apply in writing to: support@lookport.live (or such other address as notified to you by us). Where we instruct you to do so, you must enclose or return to us your unused Tickets and comply with any other instructions from us. For accounting purposes in relation to cancelled events, your unused Tickets must be received by us within 28 days from the date of the cancelled event. Please note, if you sell any Tickets using our Ticket Exchange, your right to a refund will be subject to our Ticket Exchange Policy and any payments you have received pursuant to such sale will be taken into account in relation to any refunds you may be entitled to under this Purchase Policy.

11.7 Refunds will be made using the same means of payment as you used for the initial purchase.

11.8 If you have purchased any Upsells associated with an event which has been cancelled, rescheduled or materially altered and a refund in relation to the Tickets is due to you in accordance with clause 11.2, 11.3 or 11.4, unless the Upsell is a product and has already been delivered to you or is a digital download purchased during the 14 days immediately before the date of release or at any time on or after the release date, we will also refund you the Sale Price of such Upsells purchased from us. However, nothing in this clause 11 shall operate to exclude your statutory right to cancel orders for Upsells other than Excluded Upsells (as defined below), as set out in clause 13.

12. STATUTORY RIGHT TO CANCEL

12.1 Tickets and Packages cannot be cancelled, exchanged or refunded after purchase, save in the circumstances set out in clause 11.

12.2 Furthermore, certain types of Upsells cannot be cancelled, exchanged or refunded after purchase, save in certain specified circumstances (as set out in clause 11.8). Such Upsells are referred to in this Purchase Policy as “Excluded Upsells”) and include:

- (a) any travel, catering, accommodation, transport or services relating to leisure activities, to be provided on a specified date or during a specified period;
- (b) any products that are made to your specifications or are clearly personalised;
- (c) any sealed audio or sealed video recordings or sealed computer software, if such goods become unsealed after delivery;
- (d) any digital downloads you purchase during the 14 days immediately before the date of release or at any time on or after the release date, in which case at the time of purchase you will have agreed for the digital download to be provided to you before the expiry of usual statutory cancellation period and will have acknowledged that your right to cancel will be lost;
- (e) any goods which become mixed inseparably (according to their nature) with other items after delivery;
- (f) any goods which are liable to deteriorate or expire rapidly; and/or
- (g) any alcoholic beverages where:
 - (i) the price has been agreed at the time of the conclusion of the contract;
 - (ii) delivery of them can only take place after 30 days; and
 - (iii) their value is dependent on fluctuations in the market which cannot be controlled by the relevant Event Partner.

12.3 Save for Tickets and Excluded Upsells, you have the right, without giving any reason, to cancel such part(s) of your order that relate to the following Upsells, within the specified deadlines:

(a) an Upsell that is a product – within 14 days of the date of delivery of such product to you (or within such longer period as may be specified in the relevant Event Partner's terms and conditions); and

(b) an Upsell that is a digital download purchased more than 14 days before its release date – within 14 days of the date of purchase.

Please note, you are not entitled to cancel your associated Ticket purchase in such circumstances.

12.4 To exercise your right to cancel, you must inform us of your decision to cancel your purchase by a clear statement (e.g. a letter sent by email to support@lookport.live).

12.5 To meet the relevant cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period, as set out in clause 12.3, has expired.

12.6 Once you have notified us within the relevant deadline that you wish to exercise your right to cancel, if you have received the Upsell (or if it has already been dispatched and you do not reject delivery of the same), you must send back such Upsell as follows:

(a) if the Upsell has been provided to you by our Event Partner, you must send the Upsell back to the relevant Event Partner, to such address as notified by us to you or as displayed on our website; or

(b) if the Upsell has been provided to you by Lookport, you must send the Upsell back to us at support@lookport.live (or such other address as notified to you by us).

Returns must be sent promptly and, in any event, no later than 14 days from the day on which you communicate your cancellation to us and we advise you to obtain proof of sending. Please also note: you will have to bear the costs of returning the relevant Upsell(s), unless otherwise stated by us or the relevant Event Partner.

12.7 If you cancel a purchase under this clause 12, we will generally reimburse to you all payments received from you in relation to the relevant cancelled Upsell, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

However, if there is a loss or reduction in value of the relevant Upsell as a result of unnecessary handling by you, we may make a proportionate deduction from the reimbursement. Please be assured, you are only liable for any diminished value of the relevant Upsell resulting from your handling of the Upsell, other than such handling that is necessary to establish the nature, characteristics and functioning of the goods.

12.8 We will make necessary refunds under this clause 12 without undue delay, and no later than 14 days after the day:

(a) we or the relevant Event Partner receives the relevant Upsell back from you; or

(b) you provide evidence that you have returned the goods; or

(c) that we are informed about your decision to cancel your purchase, if there were no goods supplied.

12.9 We will make the reimbursement using the same means of payment as you used for the initial purchase, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the refund.

13. INTERPRETATION

13.1 The terms “including”, “include”, “in particular”, “e.g.” 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.

13.2 The headings used within this Purchase Policy are for reference purposes only and do not affect its interpretation. Clause references in these terms and conditions are references to the clauses of these terms and conditions of this Purchase Policy.

13.3 Capitalised terms in this Purchase Policy shall have the special meaning ascribed to them as set out within this Purchase Policy.

14. WARRANTIES AND INDEMNITIES

14.1 You represent and warrant that the information that you submit to us in relation to your account and in your use of the TM Services is true, accurate and complete and you will not use any false information, including contact information. You further warrant and represent that you are at least 18 years old (or the age of legal capacity in the country of purchase) and can enter into legally binding contracts for the purchase of Tickets.

14.2 You represent and warrant that in using our website, you shall comply with all applicable laws and regulations, along with the terms of this Purchase Policy and any other applicable terms and conditions.

14.3 You hereby indemnify and hold harmless us and our affiliates along with their respective officers, directors, employees and agents (the "Indemnified Parties") against any losses, damages, expenses (including reasonable legal fees), liabilities, claims and/or demands suffered by any Indemnified Parties arising out of or in connection with your breach of this Purchase Policy or any other applicable terms and conditions, breach of any applicable laws or regulations, or breach of any third party rights.

15. LIMITATION OF LIABILITY

15.1 To the maximum extent permitted by law, we (including our affiliates, parent undertakings, subsidiaries, and their respective officers, directors, employees, agents, legal representatives and sub-contractors) and our relevant Event Partners shall not be liable for any loss, injury or damage to any person (including you) or property howsoever caused (including by us and/or by the Event Partner):

(a) in any circumstances where there is no breach of contract or a legal duty of care owed by us or the relevant Event Partner;

(b) in circumstances where such loss or damage is not directly as a result of any such breach (save for death or personal injury resulting from our or an Event Partner's negligence); or

(c) to the extent that any increase in any loss or damage results from your negligence or breach by you of any of the terms of this Purchase Policy and/or any other applicable terms and conditions and/or any applicable laws or regulations.

15.2 To the maximum extent permitted by law, we (including our affiliates, parent undertakings, subsidiaries, and their respective officers, directors, employees, agents, legal representatives and sub-contractors) and our relevant Event Partners, shall not be liable for any indirect or consequential losses or loss of data, profits, revenue, earnings, goodwill, reputation, enjoyment or opportunity, or for distress, or any exemplary, special or punitive damages, arising directly or indirectly from your use of the TM Services and/or any purchases made under this Purchase Policy. In particular please note that:

(a) personal arrangements and expenditure, including travel, accommodation, hospitality and other costs and expenses incurred by you relating to an event which have been arranged by you are at your own risk, and neither we nor the relevant Event Partners shall be responsible or liable to you for any wasted or unrecoverable costs or expenditure in relation to such personal arrangements, even if caused as a result of the cancellation, rescheduling or alteration of an event for which you have purchased tickets under this Purchase Policy; and

(b) neither we nor any relevant Event Partner shall be responsible or liable to you for any loss of enjoyment or amenity, including where an event has been cancelled, rescheduled or altered; and

(c) neither we nor any relevant Event Partner shall be responsible or liable to you (and you will not be entitled to any refund) if admission to a venue or event is refused or revoked at any time as a result of your breach of any Event Partner's terms and conditions.

15.3 Unless otherwise stated in this clause 15, our and any relevant Event Partner's liability to you in connection with an event (including, but not limited to, for any cancellation, rescheduling or alteration of an event) and any Items you have purchased shall be limited to the price paid by you for the Items, including any Service Charges but excluding any Order Processing Fees.

15.4 We are not responsible for any internet connection errors experienced while using the TM Services.

15.5 We are not responsible for the actions or failures of any Venue, performer, promoter or other Event Partner. Under no circumstances shall we be liable for death or personal injury suffered by you or your guests arising out of attendance at an event, unless caused by our negligence. Neither shall we be liable for any loss or damage sustained to your property or belongings, or those of any guests under your booking, attending an event.

15.6 We will not be liable to you for failure to perform any of our obligations under this Purchase Policy to the extent that the failure is caused by a force majeure event (meaning any cause beyond our reasonable control including without limitation, acts of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments). This clause does not affect the terms of any clauses specifically providing for a right of refund.

15.7 Nothing in this Purchase Policy seeks to exclude or limit our or any Event Partner's liability for death or personal injury caused by our or any Event Partner's negligence, fraud or other type of liability which cannot by law be excluded or limited.

16 QUERIES, COMPLAINTS AND DISPUTE RESOLUTION

16.1 If we need to contact you, we will use your Lookport account contact details (or the contact details you provided at the time of purchase, if you did not purchase online). It is your responsibility to inform us immediately of any changes to your contact details, whether before or after receipt of Items. In particular, please ensure that you provide us with a valid email address as this is our preferred method of contacting you. You should also be aware that your email mailbox settings may treat our emails as junk, so remember to check your junk and/or spam folders.

16.2 If you have any queries or complaints regarding your purchase, please contact us sending the email at support@lookport.live, quoting any order reference numbers. You can also contact us here.

16.3 Your query or complaint shall be acknowledged by us as soon as possible and in any event, within five business days of receipt.

16.4 We may need to contact one or more Event Partners for more information before responding to your query or complaint.

16.5 If any dispute arises, we shall use our reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to you, us and any relevant Event Partner. Please note, some complaints can take as much as 28 days to resolve.

16.6 We are a member of the Society of Ticket Agents and Retailers (“STAR”), the self-regulatory body for the entertainment ticketing industry in the United Kingdom. STAR can be contacted at: Society of Ticket Agents and Retailers, Blake House, 18 Blake Street, York, YO1 8QG or email: info@star.org.uk.

16.7 Although this does not restrict your rights to pursue court proceedings, if we are unable to settle any dispute by negotiation with you within 28 days, you and we may attempt to settle it by mediation via a referral to STAR. To initiate mediation, a party must give written notice to the other parties to the dispute requesting a mediation. The mediation shall be conducted in accordance with the STAR Code of Practice current at the date of the referral to STAR, which sets out the procedures to be adopted, the process of selection of the mediator and the costs involved, and which terms are deemed incorporated into this Purchase Policy.

16.8 Nothing in this Purchase Policy affects or restricts your statutory rights, your right to make a complaint to Trading Standards or another appropriate regulatory authority, or your right to pursue court proceedings or other forms of dispute resolution such as through the European Union Online Dispute Resolution Platform (“EU ODR Platform”), a portal through which you can submit a complaint to a registered Alternative Dispute Resolution Provider. However, please note, STAR is the approved Alternative Dispute Resolution Provider for the United Kingdom and so it is likely that disputes logged via the EU ODR Platform will be dealt with under the STAR dispute resolution procedure in any event.

16.9 Please note that we do not tolerate aggressive or abusive behaviour towards our staff or representatives, or unreasonable demands or persistence being used (including any threat, abuse or harassment towards our staff or representatives in any form or any media). We reserve the right to take such action we deem reasonably necessary in the circumstances to address any such behaviour towards our staff or representatives.

17. GENERAL

17.1 If we delay or fail to enforce any of the provisions of this Purchase Policy, it shall not mean that we have waived our right to do so.

17.2 We shall be entitled to assign our rights and obligations under this Purchase Policy provided that your rights are not adversely affected.

17.3 If any provision of this Purchase Policy is found by a competent court to be invalid or unenforceable, that provision shall be deemed to be omitted from this Purchase Policy and this shall not prevent the other provisions from continuing to remain in full force and operate separately.

17.4 If any provision of this Purchase Policy is or becomes illegal, invalid or unenforceable pursuant to the law of any applicable jurisdiction, this shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Purchase Policy.

17.5 Any of our and our Event Partners’ affiliates, successors, or assigns may enforce these terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Except as provided in the previous sentence, this Purchase Policy does not create any right enforceable by any person who is not a party to it but does not affect any right or remedy that a third party has which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

17.6 Nothing contained within this Purchase Policy and no action taken by you or us pursuant to this Purchase Policy shall create, or be deemed to create, a partnership, joint venture, or establish a relationship of principal and agent.

17.7 Any notice provided under this Purchase Policy shall be delivered upon receipt and shall be deemed to have been received at the time of delivery (if delivered by hand, registered post or courier) or at the time of transmission (if delivered by email).

17.8 This Purchase Policy shall be governed by and construed in all respects in accordance with English law and both you and we agree to submit to the non-exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with this Purchase Policy.

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