

ISLE OF WIGHT FESTIVAL – TERMS and CONDITIONS OF ISSUE

The Entrance Wristband is issued for the Festival by the Promoter subject to the following Conditions.

- 1 The use of this Entrance Wristband shall constitute acceptance by the Bearer of the Conditions of Issue and imply an undertaking on the part of the Bearer to observe them and any other notice or regulation issued by the Promoter and displayed at the Venue.
- 2 All Entrance Wristbands remain the property of the Promoter and are not transferable save to those persons for whom the tickets were purchased as part of a group booking. Those persons will be subject to the Conditions of Issue which will apply as if he/she were the original recipient of the Entrance Wristband.
- 3 The Bearer must affix his or her own Entrance Wristband prior to entering the Venue in accordance with the instructions which will be supplied by the Promoter with the Entrance Wristband. The Promoter will not be responsible for any damage to an Entrance Wristband not affixed in accordance with the instructions. The Promoter reserves the right to refuse entry to the Bearer where the Entrance Wristband has been incorrectly affixed and/or has been damaged or tampered with.
- 4 This Entrance Wristband may not be offered as a prize in a promotion or competition or transferred, lent or sold to any third party for profit or personal gain, as part of a hospitality or travel package or used for any other commercial purpose without the written consent of the Promoter. Entrance Wristbands purchased from unauthorised sources, including from Internet touts or via Internet auction sites will be void and will not permit entry to the Venue.
- 5 The Promoter reserves the right to search all persons and personal property upon entry to and while at the Venue. Glass items, candles, knives, animals, fireworks, smoke canisters, poles or banners and any items which in the absolute discretion of the Promoter are considered to be a risk to the safety of the audience and/or affect the enjoyment of the audience and/or the running of the Festival are prohibited.
- 6 The Promoter reserves the right to refuse to allow folding and/or camping style chairs into the Festival Site and/or to require people to cease using such chairs in the Festival Site in the interests of health and safety or if required to do so by any legislation or statutory requirement.
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 - (a) NON-CAMPING ENTRANCE WRISTBAND HOLDERS – no glass, cans, alcohol or food to be brought into the Festival Site. Water and non-alcoholic drinks in 500ml plastic bottles with unbroken seals are permitted.
 - (b) CAMPING ENTRANCE WRISTBAND HOLDERS - alcohol, food and cans are permitted in the Campsite only.
 - (c) COOKING in the Campsite will be permitted on camping gas stoves and disposable BBQs ONLY in designated areas. These must be used sensibly and in accordance with the manufacturer's instructions. Cooking on gas where installed in a campervan parked within the official campervan area is also permitted. Cooking by all other means including open fires, BBQs (other than disposable) and any other kind of gas appliance is strictly prohibited and all such items will be confiscated. Cooking in tents is banned.
- 8 But for the exceptions set out in this clause, any equipment capable of recording (whether temporarily or permanently) or transmitting any audio, visual or audio-visual, material is prohibited. Mobile telephones are permitted within the Venue but the use of mobile telephones for such activities is prohibited. Photographic equipment is permitted provided that it is for personal non-commercial use only. In the event of any subsequent commercial use, the Bearer agrees to pay the Promoter the cost of a licence issued by the Promoter for permission to take photographs for commercial use.
- 9 Items prohibited by the Conditions of Issue shall not be brought to the Venue. Any permitted items used contrary to the Conditions of Issue and any prohibited items shall be confiscated without any liability on the Promoter to safeguard or return such items.
- 10 The Bearer shall not offer or distribute (either free or for sale) within the Venue any consumer article or commercial product of any nature or purchase any such item from any vendor not authorised by the Promoter.
- 11 The Promoter reserves the right to refuse admission to the Venue or eject any person from the Venue if, in the absolute discretion of the Promoter, the Bearer may be a risk to the safety of the audience and/or affect the enjoyment of the audience and/or the running of the Festival, for example if the Bearer refuses to be searched upon entering the Venue or whilst at the Venue, appears to be under the influence of drink and/or drugs and/or

is acting aggressively or in possession of any item prohibited by the Conditions of Issue or undertaking any act prohibited by the Conditions of Issue or fails to comply with any lawful instruction issued by or on behalf of the Promoter. The Promoter reserves the right to alter or change the Festival programme, without prior notification. Refunds will not be issued should the programme be altered or if a particular artist does not appear, including headline acts.

- 12 Entrance Wristbands cannot be exchanged or refunded after purchase unless the entire Festival is cancelled, in which event you will be offered Entrance Wristbands at any rescheduled event (subject to availability) up to the face value of the Entrance Wristband or, if you are unable to attend the rescheduled Festival or the Festival is not rescheduled, a full refund.
- 13 If the Festival is cancelled, the Promoter shall not be liable for any costs or expenses wasted or incurred by the Bearer including, but not limited to, accommodation or transport costs, or any direct or indirect losses or damage of whatever kind.
- 14 The Bearer gives their irrevocable and free of charge express consent to the use of their actual or simulated voice or likeness in connection with the advertising, promotion or commercial exploitation of the Festival or any past or future festival by the Promoter or any licensee of the Promoter in any media for any period throughout the world.
- 15 This Entrance Wristband will not permit access to any platform, disabled enclosure or disabled parking. You must book disabled/special needs Entrance Wristbands in advance by calling Ticket Zone 08444 99 99 55 (subject to limited availability).
- 16 Children aged 6 and under as at 21 June 2012, will have access to the Festival free of charge as infants. The Promoter reserves the right to cap the number of infant Entrance Wristbands it issues. Children aged 7 to 12 years will pay a reduced rate.
- 17 Any person under the age of 17 as at 21 June 2012 ("Youth") but must be accompanied by a responsible adult aged 17 or over as at 21 June 2012 ("Guardian"). Unaccompanied Youths will be refused entry to the Festival. Guardians are reminded that there are areas of the Venue, especially immediately in front of the stage and some bands or acts that may be inappropriate and may contain adult content. Any Guardian is responsible entirely for the safety and welfare of any Youth in its party.
- 18 There is a designated area on the campsite for Families which is subject to availability. There is a Kids' Zone located in Strawberry Fields which provides entertainment for Children during the Festival. Children must be accompanied by a Parent at all times.
- 19 Any breach of the Conditions of Issue will render this Entrance Wristband automatically void and all rights conferred or evidenced by such Entrance Wristband shall be withdrawn without any refund. For the avoidance of doubt, this will include refusal of entry to the Venue or ejection from the Venue, as applicable.
- 20 Admission to the Venue is at the Bearer's own risk. To the maximum extent permitted by law, the Promoter hereby excludes any liability for loss, injury or damage to persons or property in or around the Venue during, before or after the Festival.
- 21 These Conditions of Issue are governed by English law. Any dispute arising out of or in connection with them shall be subject to the jurisdiction of the English Court.

Special Terms and Conditions relating to customers who choose to pay for their ticket/s using the Staged payment option

In selecting to purchase your tickets using our staged payment option you (the customer) understand and accept the following:

- a) Purchasing tickets via this method legally commits the customer to completing the process of purchasing their tickets via the Staged payment option and allows the Promoter or their agent to take the additional payments as set out below without further consultation with the customer.
- b) The customer hereby authorises the Promoter (or their agent) to withdraw the following payments using the same payment card details provided by the customer when completing their original booking.
 - Non Camping Adult £150 + £11.50 booking fee to be paid - £61.50 on commencement, £50 on 30/1/12 and £50 on 30/3/12.
 - Non Camping Under 13 yrs £75 + £6.50 booking fee to be paid - £31.50 on commencement, £25 on 30/1/12 and £25 on 30/3/12.
 - Camping Adult £175+ £12.50 booking fee to be paid - £62.50 on commencement, £50 on 30/1/12 and £75 on 30/3/12.
 - Camping Under 13 yrs £87.50 + £6.50 booking fee to be paid - £31.50 on commencement, £25 on 30/1/12 and £37.50 on 30/3/12.A one off postage & packing charge of £5.95 will be added when the final payment is taken from the customer.

c) All payments are completely non transferable and non refundable.

d) On accepting these terms and conditions, the customer has entered into a binding agreement to purchase a ticket and to pay the full amount by instalments. For the avoidance of doubt, in the event that a payment is not made, the Promoter is entitled to retain any payments already made and to collect from the customer any balance owing.

22 Definitions:

In these Conditions of Issue, the following words and phrases shall have the following meanings:

"Bearer" means the holder of this Entrance Wristband;

"Conditions of Issue" means these terms and conditions governing the issue and use of an Entrance Wristband and the terms upon which the Bearer is permitted to enter and remain within the Venue;

"Child" means a child of 12 and under;

"Festival" means the Isle of Wight Festival;

"Festival Site" means the Main Arena and Strawberry Fields and Penny Lane;

"Youth" means any person under the age of 17 as at 21 June 2012

"Guardian" means any person aged 17 or over as at 21 June 2012

"Promoter" means Solo Promoters Limited, 55 Fulham High Street, London SW6 3JJ and, where the context requires, those acting on its behalf such as stewards and security guards;

"Entrance Wristband" means an Entrance Wristband (and or ticket) issued for the Festival (whether or not for value) which includes all wristbands (and or tickets) issued by the Promoter to include but not limited to Camping, Non-Camping, Resident, VIP and Guest;

"Venue" means the Festival Site and the Campsite