

## OFFICIAL HOSPITALITY TERMS and CONDITIONS of PURCHASE

These Terms and Conditions constitute the legally binding agreement (Agreement) between Tutankhamun Hospitality Ltd (THL) and any purchasers of hospitality or special event services at the Tutankhamun and the Golden Age of the Pharaohs Exhibition (the Exhibition) to be held at The O<sub>2</sub> between 15 November 2007 and 31 August 2008 (Client).

In consideration of THL supplying hospitality or special event services to the Client, the Client agrees as follows:

1. The Tutankhamun and the Golden Age of the Pharaohs ticket regulations are incorporated into, and form an integral part of this Agreement. A reference in the Ticket Terms and Conditions to a "Ticket" is deemed to include access to the Exhibition and entitlement to attend the official hospitality function.
2. As an essential component of the Agreement and the right of admission to the Exhibition and the official hospitality function which it confers, the Client agrees that it and its guests will:
  - 2.1. not re-sell any ticket or part of the hospitality package.
  - 2.2. not engage in any ambush marketing activity or otherwise erect, fix or display any goods, materials, advertisements or promotional material in, on or around The O<sub>2</sub> or inside the hospitality facility, without the prior written consent of THL in writing.
  - 2.3. not disrupt in any way the official hospitality function nor the Exhibition or behave in any way deemed inappropriate
  - 2.4. not use any ticket or package(s) for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods and services without prior permission from THL in writing.
  - 2.5. abide by the Terms and Conditions of the Exhibition Tickets.
3. Any breach of an essential condition of this Agreement entitles THL, in addition to any other remedy available to it, to:
  - 3.1. confiscate or cancel the ticket(s) and the hospitality programme
  - 3.2. refuse the ticket holder(s) access to the venue or the official hospitality function; or
  - 3.3. eject the ticket(s) holder from the venue or the official hospitality function and may retain the total purchase price.

4. Client may not display or grant any rights to display any individual company branding within the hospitality venue, known as the 'Pharaohs' Palace'
5. If the Exhibition is cancelled, postponed or materially changed through no fault of THL refunds cannot be guaranteed. THL will endeavour to minimize Client losses. THL recommends that Clients consider and if they deem it appropriate take out their own event cancellation, postponement or other relevant insurance to cover any potential loss they may suffer.
6. Client agrees that in no circumstances will it hold THL liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss it may suffer (whether direct or indirect), any loss of profits, business, loss of business opportunities, claims by third parties or anticipated savings, corruption or destruction of data or for any indirect or consequential loss or damage whatever save where the same is caused by THL's willful misconduct or that of its employees. Nothing in this Agreement limits or excludes THL's liability to any Client for death or personal injury caused by THL's negligence or fraud.
7. THL reserves the right, without notice, to change the function room at The O<sub>2</sub>, the food and beverages served or any other component of the Package.
8. For deliveries associated with the event to The O<sub>2</sub>, the client agrees to abide by the terms and conditions of delivery as detailed on the THL website – [www.tutankhamunhospitality.co.uk](http://www.tutankhamunhospitality.co.uk)
9. These Terms and Conditions shall be governed by and interpreted in accordance with English law and THL and the Client submit to the exclusive jurisdiction of the English Courts.
10. THL will use its best endeavours to ensure complete exclusivity for private viewings, but in circumstances beyond their control, this cannot be guaranteed.

## TICKET TERMS AND CONDITIONS

The O<sub>2</sub> for either The O<sub>2</sub> arena, Music Club or Exhibition Space (each a "Venue") is authorised to sell tickets to events as an agent on behalf of the promoter of the event (the "Event Promoter"). All tickets sold by or on behalf of The O<sub>2</sub> (the "Tickets") are sold subject to the Terms and Conditions of the Event Promoter and The O<sub>2</sub>, (a full set of which are available at [www.theo2.co.uk](http://www.theo2.co.uk)). The general Terms and Condition relating to admission have been extracted and reprinted here for your convenience.

1. You must produce a valid Ticket to gain entry to each Venue and upon request for inspection at any time. Failure to produce your Ticket when requested may result in you being ejected from the Venue.
2. All children must have a Ticket. Under 14's must be accompanied by an adult. Standing areas are not suitable for under 16's. Events may be age restricted and it is the responsibility of the Ticket holder to check before purchasing. Please visit [www.theo2.co.uk](http://www.theo2.co.uk) for further information.
3. Removing the Ticket stub invalidates the Ticket.
4. Tickets cannot be cancelled or exchanged after purchase unless the event is cancelled, rescheduled or subject to a Material alteration (see full Terms and Conditions for details).
5. The Ticket holder has a right only to a seat of a value corresponding to that stated on the Ticket holder's Ticket and management reserves the right to provide alternative seats to those specified on the Ticket.
6. Tickets are not transferable. Reselling a Ticket for profit or commercial gain or use for competitions, promotions or hospitality packages without the express permission of the artiste's management or promoter will void the Ticket. Failure to adhere to these conditions may result in the Ticket holder being refused entry to or removed from the Venue.
7. Tickets brought from unauthorised agents are not valid and admission to the event will not be permitted.
8. The Venue is not liable for any Tickets that are lost or stolen. Standing tickets can not be duplicated under any circumstances.
9. In order to facilitate the security, safety and comfort of all patrons, the Venue reserves the right at its reasonable discretion to refuse admission and refund the Ticket value.
10. Customers may be ejected from the Venue if, in the reasonable opinion of the Venue, the Ticket holder is a risk to the safety of any patron; affect the enjoyment of other patrons; and/or the running of the event. Examples include but are not limited to being (or appearing to be): drunk or incapable or intoxicated, under age (where relevant), abusive, threatening, behaving anti-socially, carrying offensive weapons or illegal substances, declining to be searched or in breach of the Ticket Terms and Conditions).
11. To ensure safety we will conduct security searches of persons, clothing, bags and all other items on entry and exit and reserve the right to confiscate items which may cause danger or disruption to the event or other patrons or are in breach of the Terms and Conditions.
12. No food or drink is permitted to be brought into a Venue. A variety of food and beverages will be available for purchase inside each Venue.
13. There is no re-admission once you have left the Venue.
14. Latecomers may not be admitted until a suitable break in the performance of the event.
15. CCTV and film cameras may be present at the Venue. Purchase of a Ticket means you consent to filming and sound recording which may include you as a member of the audience and its use in commercial distribution without payment or copyright.
16. The use of unauthorised cameras, video or sound recording equipment is prohibited and such items may be confiscated.
17. In seated areas other members of the audience may stand up during the event.
18. Crowd surfing and moshing are strictly prohibited.
19. Animals, with the exception of assistance dogs, are not permitted in The O<sub>2</sub>.
20. Customers are requested to address any special needs requirements in advance of their visit by contacting [ticketing@theo2.co.uk](mailto:ticketing@theo2.co.uk) or by calling Ticketmaster on 0870 4000 750.
21. If you experience any problems please contact a steward or duty manager as it may not be possible to resolve issues after the event.
22. In case of emergency please follow instructions and directions from stewards, staff and/or other officials.
23. Loud music can damage hearing.
24. All events are subject to licence.
25. The O<sub>2</sub> is a no smoking venue.
26. When purchasing alcohol if you appear to be under the age of 21 you may be asked for proof of age.
27. Official Merchandise is only available from outlets within The O<sub>2</sub>. Please be aware of unofficial traders offering inferior goods.
28. It is the responsibility of the Ticket holder to ascertain the date and the time of any rearranged event.

For further information about Events, Facilities and Travel or to book Tickets for The O<sub>2</sub> click [www.theo2.co.uk](http://www.theo2.co.uk)