

Magdalene May Ball 2019

Ticketing Terms and Conditions

Version: 2019-01-30-01

The purchase and use of a pair of tickets (hereinafter 'a ticket pair') to the Magdalene May Ball 2019 (hereinafter 'the Ball') constitutes a non-transferable contractual relationship between an individual who purchases a ticket (hereinafter 'the Purchaser') and the Magdalene May Ball Committee (hereinafter 'the Committee'), subject to the provisions set out herein:

Section 1 General

- 1.1. Tickets are sold in pairs. Each ticket pair admits two guests to the Ball.
- 1.2. The price of a standard ticket pair shall be £380.
- 1.3. Purchase of a ticket pair, including any partial payment towards the purchase of a ticket pair, deems that the Purchaser has read the following Terms and Conditions and agrees to be bound by them.
- 1.4. Applications for ticket pairs must be made using the online system (hereinafter 'the ticketing platform') provided and publicised by the Committee on their website at <https://www.magdalenemayball.com>, . No other form of application will be considered, except at the Committee's absolute discretion.
- 1.5. Receipt of an application does not guarantee a prospective Purchaser a ticket pair.
- 1.6. Tickets are non-refundable, except where the Committee authorises a ticket refund at its absolute discretion. In the unlikely event that the Committee authorises a ticket refund, the refund will be subject to an administration charge of at least 25% of the total ticket price, in addition to any VAT charges incurred.
- 1.7. The purchase and use of 'upgrades' or additions to a standard ticket pair (hereinafter called 'Additions'), such as entry to the Master's Reception or other Additions that the Committee may make available from time to time, shall be subject to any additional terms and conditions (hereinafter 'Conditions of Addition') specified. Provisions made in any such Conditions of Addition shall supersede entirely any provisions made to the contrary in this document.
- 1.8. Use of a ticket shall also be subject to any additional conditions marked on the printed ticket. Additional conditions written on a ticket shall supersede entirely any provisions made to the contrary in this document and also any provisions made to the contrary in any Conditions of Addition affecting that ticket.
- 1.9. Possession of a ticket does not confer any rights (by implication or otherwise) on Purchasers to use, alter, copy, or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the ticket or in connection with the Magdalene May Ball.
- 1.10. Current Magdalene students and alumni are eligible to apply for up to three pairs of tickets by making an entry into the ticketing ballot. Applying for multiple pairs does not guarantee reservation of all pairs applied for. Ticket pairs will be allocated through a weighted allocation process.
- 1.11. For further details on the balloting process, please refer to section 9 below. The opportunity to purchase more ticket pairs may become available at a later date, at the Committee's absolute discretion.
- 1.12. Unless specified otherwise, times and dates in this document are expressed in Greenwich Mean Time (GMT), or, if daylight savings are in force in the United Kingdom on the date in question, British Summer Time (BST).

Section 2 Payment

- 2.1. For the avoidance of doubt, the time of a payment is deemed to be the time when funds are received in the Committee's bank account, and not when payment is initiated by the Purchaser.

- 2.2. By submitting an online application, a prospective Purchaser endeavours to pay the Committee the full ticket price unless and until the Committee unequivocally communicates to the prospective Purchaser that they will not receive a ticket. In return, the Committee undertakes to consider all applications fairly and within four weeks of receipt.
- 2.3. Purchasers are required to make a deposit of £50 per ticket pair by 2359 hours on Saturday 5 January 2019. If this instalment is not paid, the Purchaser forfeits any rights to the ticket pair(s) and the Committee is entitled, at its absolute discretion, to redistribute the ticket pair(s) in any way that it sees fit.
- 2.4. The Purchaser shall have paid at least £215 per ticket pair (including deposit) by 2359 hours on Friday 1 February.
- 2.5. The Purchaser shall have paid the full price for all reserved ticket pairs by 2359 hours on Wednesday 8 May (which is the final day of Week 2 of the 2019 full Easter term of the University of Cambridge).
- 2.6. Payments for all tickets are to be made by following the instructions that are provided to the Purchaser on the ticketing platform or by other means of communication.
- 2.7. Payments made by the Purchaser shall be clearly marked so as to identify the Purchaser and the ticket pair(s) being paid for, and must include reference numbers where these are provided to the Purchaser.
- 2.8. If the Purchaser is unable to afford any payment, the Purchaser must notify the Ticketing & Technical Officer, Mr Edwin Bahrami Balani, by email at tickets@magdalenemayball.com.
- 2.9. Failure to pay the full ticket price by the stated deadline results in the forfeiture of the deposit.
- 2.10. Should the Committee be unable to clearly associate a transaction made into the aforementioned account with the appropriate ticket applicant, the Committee reserves the right to assume no payment has been made.
- 2.11. Payments with incorrect identifiers, or which cannot otherwise be clearly associated with the ticket pair being paid for, will not count towards meeting the deadlines stated above.
- 2.12. The Purchaser shall endeavour not to overpay beyond the price of the ticket and any Additions. Overpayments will be returned at the Committee's convenience.

Section 3 Waiting list

- 3.1. If a prospective Purchaser is unsuccessful in making an application and expresses an interest in reserve tickets, or if a prospective Purchaser is late in making an application, they will be added to the waiting list.
- 3.2. As and when ticket pairs become available, each eligible applicant on the waiting list will be given six days, beginning from the moment they are notified, to place a deposit of the amount specified in clause 2.3 to secure the ticket pair(s) offered to them.
- 3.3. Should an applicant fail to place the deposit after six days, their name will be removed from the waiting list and the ticket pair will be offered to the next applicant on the list.

Section 4 Personal data, name changes and alterations

- 4.1. The submission of an application containing incorrect, misleading or false details will render that application void, save in the case of a decision to the contrary by the Committee.
- 4.2. Purchasers shall endeavour to provide complete and accurate contact and personal details for themselves and all individuals named on their tickets (hereinafter both 'Guests'), as requested by the Committee, such as access requirements.
- 4.3. Purchasers may request changes to the names of Guests (hereinafter 'name changes') on their tickets under the following conditions:
 - (a) All name change requests are subject to approval by the Committee.
 - (b) Any requests for name changes must be made online using the ticketing platform, and using the same account with which the Purchaser initially applied for tickets.

- (c) Name changes requested strictly before Monday 10 March 2019 will be carried out at no extra cost, subject to clause 4.3(a).
- (d) Any name change requests made on or after Monday 11 March 2019 shall incur (on approval by the Committee of the request) a fee as follows:
 - Requests received on or after Monday 11 March 2019 and strictly before Wednesday 12 June 2019: a fee of £30.
 - Requests received on or after Wednesday 12 June 2019: a fee of £60.
- (e) Any and all name changes requested on a ticket pair shall incur fees separately, according to the time that each request is made and subject to clause 4.3(d).
For the avoidance of doubt, requesting a name change a second time while a first name change is pending (due either to pending approval/rejection by the Committee or pending receipt of fees paid by the Purchaser) counts as a second request (and so forth).
- (f) The Committee reserves the right to reject any name change request at its absolute discretion, particularly where it suspects that the changes result from unauthorised resale (see section 5) or other distribution of tickets not in keeping with the Committee's retained right as sole distributor of tickets.

Section 5 Unauthorised resale or purchase of tickets

5.1. For the avoidance of doubt:

- An unauthorised resale of a ticket pair, or any constituent part thereof, occurs when it is sold for a price exceeding the sum of the original price set by the Committee and any fees charged by the Committee, such as alteration fees (hereinafter collectively called the "cost price").
- An unauthorised purchase of a ticket pair, or any constituent part thereof, occurs when it is bought for a price exceeding the cost price.

5.2. The cost price of one ticket within a pair is deemed to be one half of the cost price of the full pair.

5.3. Persons making an unauthorised resale of a ticket will be reported to the May Ball Presidents' Committee, and will be barred from applying for a ticket for the next Magdalene May Ball, expected to be held in 2021.

5.4. Persons making an unauthorised purchase of a ticket will be barred entry to the Ball in 2019, whether or not they hold a valid ticket at the time of attempting entry to the Ball.

5.5. Tickets involved in unauthorised purchase or resale will be deemed void by the Committee, and will not be valid for Ball entry.

5.6. For the avoidance of doubt, persons making an unauthorised purchase/resale of a ticket will not be able to claim a refund from the Committee for the value of the ticket (even for the true value of the ticket), deposit and name change(s), if any.

Section 6 On the night of the Ball

6.1. No person under the age of eighteen years may attend the Ball. Any person under that age who is found attending the Ball will be required to leave immediately, and any person under that age who is found attempting to enter the Ball will be refused entry.

6.2. Guests must retain their ticket on their person for the full duration of the Ball.

6.3. Admission to the Ball will be at such times and by such route or routes as the Committee decides.

6.4. In the interest of health and safety, all Guests must comply with all safety and security checks as deemed necessary by the Committee.

- (a) The Committee reserves the right to conduct security searches and confiscate any item which, in the opinion of the Committee, may cause danger or disruption to others at the Ball.
- (b) Guests shall not bring any of the following into the Ball:

- fireworks
 - laser equipment
 - animals (except guide dogs)
 - their own food and drink
 - bottles, cans or glass containers
 - any item which the Committee considers a potential offending weapon (including sharp or pointed objects such as knives)
 - any illegal substances
- (c) Failure to comply with any of these measures will result in a Guest's ejection from, or refusal of entry to, the Ball.
- 6.5. The Committee reserves the right to refuse admission to the Ball at its absolute discretion to any person, whether or not they are in possession of a valid ticket. In particular, admission to the Ball will be refused to any person who:
- (a) Fails to produce a valid Ball ticket and corresponding valid photographic ID matching the name on the ticket. For the purpose of admission to the Ball, the Committee will accept as valid photographic ID a driving licence, passport, *photographic* national identity document or official Cambridge University Card;
 - (b) Fails to ensure that the security details on their ticket (such as barcodes or other identifying marks) have not been duplicated;
 - (c) Does not adhere to the dress code specified on the Committee's website on the date of the Ball; or
 - (d) In the opinion of a member of the Committee, is unfit for admission by reason of being under the influence of alcohol, drugs or any illegal substance, or is behaving in an anti-social or otherwise unacceptable manner.
- 6.6. The Committee accepts no responsibility for lost, stolen or destroyed tickets. Guests are solely responsible for their tickets.
- (a) It may not always be possible to issue duplicate tickets, and any such request must be made to the Committee by midday on Wednesday 12 June 2019 at the latest. There may be a charge imposed on the Purchaser for the reasonable costs of reprinting and distribution of the replaced ticket.
 - (b) Tickets which are in any way altered, defaced or have otherwise undergone unauthorised interference shall be invalid for entry to the Ball.
- 6.7. All Guests acknowledge the right of the Committee and any persons engaged to work on the Committee's behalf (hereinafter 'the Workers') to take any action they deem necessary in the interests of safety and security or the enjoyment and well-being of any other persons during the Ball, and to secure compliance with these Terms and Conditions including, where necessary, requiring any Guest to leave the Ball immediately.
- 6.8. Guests will be issued with identification bracelets (or equivalent) on the night of the Ball which must be worn during the Ball and shown to any member of the Committee or any of their Workers, contractors, subcontractors or independent contractors.
- 6.9. For the avoidance of doubt, Guests may not re-enter the Ball once they have left, for any reason, subject to the Committee's absolute discretion.
- 6.10. The Committee shall have the absolute right to require any person who, after admission, behaves in any such manner as above or who fails to comply with these Terms and Conditions, to leave the Ball immediately. In the event that a person is required to leave the Ball under this clause, no part of the ticket price will be refunded.

Section 7 Committee liability

- 7.1. To the maximum extent permitted by law, neither the Committee nor Magdalene College accept any liability whatsoever for any loss or damage to the personal or other property of any person attending the Ball, whether caused by any default or want of care on the part of any member of the Committee or any of its Workers, contractors, subcontractors or independent contractors, or otherwise. Guests are strongly advised to insure any items of value before attending.

- 7.2. To the maximum extent permitted by law, under no circumstances shall the Committee be responsible for any injurious act or default committed by themselves or any of the other persons referred to in the previous clause which may cause death or personal injury, unless and to such extent as such act or default could have been foreseen and avoided by the exercise of due care and diligence on the part of the Committee.
- 7.3. The Committee reserves the right at its absolute discretion to change all or any part of the programme for the Ball, including entertainment, food and drink. No such change shall provide any cause of action on the part of any person attending the Ball.
- 7.4. The Committee shall be under no liability of any kind in the event of any curtailment, cancellation or change of date of the Ball which may be made necessary as a result of any Act of God, national or local emergency, period of national mourning, act or omission of central or local government or the police, an industrial dispute of any kind, fire or severely adverse weather conditions rendering it dangerous, prohibitively expensive, or for any other reason, impracticable to hold the Ball. Any such decision to curtail, cancel or change the date of the Ball shall be at the absolute discretion of the Committee and shall give not provide grounds for a cause of action on the part of any person.
- 7.5. Guests are expected to conduct themselves with due care throughout the Ball. The Committee does not in any way condone excessive alcohol consumption and hereby gives notice of the risks inherent in careless participation at the Ball. All care is taken to minimise risks including, but not limited to, trip hazards, suspended objects, hot surfaces and equipment at the Ball. By agreeing to the terms of this document, the participant acknowledges receipt of this notice.

Section 8 Photography and related terms

- 8.1. The taking of photographs and video or tape recordings for recreational and personal purposes at the Ball is allowed; however, recordings for all other purposes is absolutely prohibited. Persons considered by the Committee to be making prohibited recordings may be asked to refrain from doing so and, on refusal, may be required to leave the Ball. In such circumstances no refund will be given.
- 8.2. Notwithstanding the terms of this section, the Committee may require guests to refrain from taking photographs and video recordings, even for personal use, if this is necessary to prevent the Committee from breaching a contract made with a particular artist. Any such requests will be made clear on the night of the Ball. If such a request is made, the provisions of clause 8.1 relating to expulsion will apply.
- 8.3. By attending the Ball, Guests consent to be photographed and to be included in the filming of audiovisual footage documenting the Ball. Guests hereby waive any and all rights of publicity or privacy and grant the Committee full and complete permission to utilise and exploit their appearance at the Ball in any and all media for any purpose throughout the world, in perpetuity. This includes filming by police or security staff that may be carried out in the interests of the safety and security of Guests.

Section 9 Ticketing platform

- 9.1. The Ball uses an online ticketing platform to administer ticketing, Purchaser/Guest details, and other matters. Persons using or accessing the platform agree to the "Ticketing Platform Terms of Use", made available on the ticketing platform.
- 9.2. Failure to adhere to the Ticketing Platform Terms of Use may result in suspension of account(s), and may also result in forfeiture of the tickets associated with an account without refund.

Section 10 Legal matters

- 10.1. Any queries should be directed to the Legal Officer, Ms Sabrina Lee (legal@magdalenemayball.com).
- 10.2. The Committee reserves the right to amend, add or replace any of these Terms and Conditions at any time up until the commencement of the Ball.

- 10.3. Where the Committee exercises its right of termination under any of the above Terms, the position of the parties will be as if the main contract had never existed.
- 10.4. This agreement constitutes the entire agreement between the Purchaser and the Committee.