



## BRITISH & IRISH LIONS TOUR, SOUTH AFRICA 2021 TICKET BALLOT TERMS AND CONDITIONS

These terms and conditions together with the Ticket Terms & Conditions (“**Terms**”) set out the basis on which we operate the official ticket ballot (“**Ballot**”) for the British & Irish Lions Tour of South Africa 2021 (“**2021 Tour**”).

By clicking the “Submit” button, you acknowledge that you have read, understood and agree to comply with these Terms.

Please make sure you check your email regularly, including the junk folder, to ensure you do not miss any Ticket Ballot correspondence from us.

### 1. DEFINITIONS

Expressions defined in the Ticket Terms & Conditions and used in these Terms have the meaning set out in the Ticket Terms & Conditions.

<b>Accessibility Ticket:</b>	one of the types of Ticket offered for sale on the Ballot Request Form, being either an easy access seating Ticket or a wheelchair ticket for the Match.
<b>Ballot Request Form:</b>	the online electronic form filled-in and submitted by you to make a request.
<b>Ballot Success Email:</b>	the email sent by us to you confirming that you are a Successful Applicant detailing the Ticket(s) you have received in the Ballot, the Total payable by you, an Invoice for the Total and payment instructions.
<b>Face Value:</b>	the face value of each Ticket.
<b>Guest:</b>	an individual accompanying the Successful Applicant to the Match.
<b>Handling Fee:</b>	the handling fee and Postage & Packaging Fee for each Successful Applicant.
<b>Invoice:</b>	the invoice sent with the Ballot Success Email confirming the Total to be paid by you.
<b>Match:</b>	means one of the three test matches forming part of the 2021 Tour, the particulars of which are clearly indicated on the Ticket.
<b>Postage &amp; Packing Fee:</b>	the postage and packing fee for each Successful Applicant.
<b>SARES:</b>	means SA Rugby Event Services RF (Pty) Limited, Ground Floor, D Block, Black River Park, Fir Street, Observatory, Cape Town, 7925, South Africa.
<b>Successful Applicant:</b>	any applicant who submitted a Ballot Request Form whose request has been accepted by BIL in accordance with Section 9.
<b>Territory:</b>	as defined in clause 2.2
<b>Ticket(s):</b>	means a ticket (whether a hard copy ticket or an electronic ticket) evidencing a personal revocable licence from SARES for an individual to attend a particular Match at a particular venue in accordance with the details indicated thereon.
<b>Ticket Category:</b>	the category of a Ticket.
<b>Ticket Purchase Confirmation:</b>	the email sent by us to you confirming that you have successfully purchased Ticket(s).

**Ticket Terms & Conditions:** the Terms & Conditions which govern all Tickets issued for the British & Irish Lions Tour 2021 to South Africa which will be made available to you at the time of the submission of your Ballot Request Form.

**Total:** the total Handling Fee, the specified Face Value of each Ticket and other charges necessary payable by a Successful Applicant as detailed on the Invoice.

**we, us, BIL:** British and Irish Lions DAC, Registered Address: 1st Floor Simmonscourt House, Simmonscourt Road, Ballsbridge, Dublin 4. Registered in Ireland Company No: 318999.

**you:** the applicant being any natural person above 18 years of age with legal capacity to enter into an agreement for the purchase of Tickets to the 2021 Tour in accordance with these Terms.

### 2. ELIGIBILITY & BALLOT DURATION

- Applications for the Ballot will open on 2 September 2020 at 0900. Applications for the Ballot will close on 16 September 2020 at 1700.
- By submitting a Ballot Request Form, you promise to us that you are at least 18 years old and that you are a permanent resident of the United Kingdom, the Republic of Ireland, or any other country in the EEA/European Union (“Territory”). If this is not true, then you may not submit a Ballot Request Form and any Ballot Request Forms that do not comply with this promise will be rejected and/or cancelled.
- The Ballot is not open to employees of BIL or their immediate families, nor to any other person connected with the provision of Tickets to the 2021 Tour or connected with the Ballot.

### 3. EXCLUSIONS & RESTRICTIONS ON USE

- Ticket(s) are for you and your Guest’s non-commercial, personal use only. Every person, regardless of age will require a Ticket to attend a Match.
- Ticket(s) may not be transferred, used, combined with, or incorporated as part of any merchandise, hospitality, food, beverage, entertainment, accommodation, leisure or travel service or travel package or service. This clause does not affect the Lions Rugby Travel Ticket Ballot Promise.
- It is strictly prohibited to obtain Ticket(s) in the Ballot for the purpose of selling, offering, disposing, exposing or making it available for sale or purchase to any third party (including, without limitation, putting Ticket(s) on auction or internet auction), regardless of the nature or method thereof. Where we reasonably believe that Ticket(s) are to be obtained for such prohibited purpose such Ticket(s) (and any Ballot Request Forms) shall be voidable and we and/or SARES reserve the right to cancel such Ticket(s) without prior notice and without refund.
- Tickets must not be, for the purpose of being transferred, used or otherwise disposed of in relation to any promotional, charitable or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise) and/or to enhance the demand for any other goods or services.
- Any person who, in our reasonable opinion purchases Ticket(s) using any computer software which is designed to afford them with an increased chance of being successful in the Ballot (such as bots or spiders) shall have any Ticket(s) allocated and/or purchased by them cancelled in full, regardless of whether they are a Successful Applicant.

### 4. HOW TO PARTICIPATE IN THE BALLOT

- To enter the Ballot you must complete a Ballot Request Form.
- The Ballot Request Form offers you the opportunity to submit a request to offer to purchase the Ticket(s) in your Ballot Request Form as set out in these Terms.
- You can submit a request for up to two (2) Tickets per Match.



- 4.4. Requests for more than two (2) Tickets per Match are not permitted and will be rejected or cancelled.
- 4.5. You will not be able to select specific seats but the Tickets will be sat together. Subject to clause 5.10, seats will be randomly allocated based on the Ticket Category and quantity of Tickets selected by you on the Ballot Request Form.

## 5. COMPLETION OF APPLICATION FORM

- 5.1. In the Ballot Request Form, you are required to provide your surname, first name, date of birth, email address, a permanent residential address in the Territory and phone number along with any other personal data which is required under applicable laws, the details of which will be notified to you prior to the submission of the Ballot Request Form.
- 5.2. It is your sole responsibility to ensure that:
- the Ballot Request Form has been filled-in completely with all required data;
  - the mandatory consents in relation to personal data processing and acceptance of these Terms as required by us in the Ballot Request Form are properly given by clicking the respective box(es); and
  - the Ballot Request Form is properly submitted in accordance with the instructions specified.
- 5.3. Any failure by you to comply with the above requirements will result in your Ballot Request Form (and therefore your offer to purchase Ticket(s)) being rejected.
- 5.4. You shall provide on the Ballot Application Form the following personal data of your Guest, along with any other personal data as required under any applicable laws, by such method and within such timescales as communicated to you by BIL: surname, first name, date of birth. Any failure to provide the required Guest details within the timescales communicated shall result in the cancellation of the Ballot Request Form or the Tickets allocated to the Successful Applicant. When submitting the information, you will ensure it is true and accurate and that you and your Guest consent to us using it for the purposes of performing our contract (e.g. Ballot and Ticket management and administration).
- 5.5. You may change the details of your Guest by emailing [ballot@lionstour.com](mailto:ballot@lionstour.com). You may change the details of your Guest once only provided such change complies with these Terms and the Ticket Terms & Conditions. Any subsequent requests to change your Guest's details will be refused. You cannot change the details of your Guest after the Tickets have been dispatched and any requests to change your Guest's details after Tickets are dispatched will be invalid.
- 5.6. You promise that all information provided by you in the Ballot Request Form is true and accurate. If you are subsequently found to be in breach of this clause 5.6 BIL shall be entitled to refuse your Ballot Request Form or void their Ticket(s) (if they have been issued).
- 5.7. You acknowledge and agree that all Ticket purchases made on the Ballot Request Form are final and that (save for circumstances where the refund policy set out in the Ticket Terms & Conditions applies) no cancellations will be permitted and/or refunds or exchanges given following the closure of the Ballot and successful processing of your payment in accordance with section 8.
- 5.8. In the event you are unable to use the Tickets, please contact us on [ballot@lionstour.com](mailto:ballot@lionstour.com) to discuss your options.
- 5.9. Submission of a correctly completed Ballot Request Form, properly received by BIL, constitutes an offer by you to conclude an agreement for the purchase of the Ticket(s) indicated in the Ballot Request Form, which may be accepted by BIL in accordance with section 9.
- 5.10. If demand for Tickets exceeds supply (whether for the relevant Match itself or for any particular Ticket Category) Tickets and/or Ticket Categories thereof shall be allocated to applicants by random selection via a lottery.
- 5.11. If your Ballot request is unsuccessful in such lottery, you will be informed by BIL by no later than 20 November 2020 via an email sent to the address indicated by you in the Ballot Request Form.
- 5.12. In the event that Ticket(s) in the relevant Ticket Category selected by you are no longer available, you may be allocated Ticket(s) in another Ticket Category provided that you have expressly authorised BIL to do so by clicking the respective field in the Ballot Request Form. You recognise and

accept that by clicking the relevant field, you may have to pay a Total lower or higher than the one originally requested.

- 5.13. You acknowledge that any act which results in you exceeding the Ticket purchase limits identified in clauses 4.3 and 4.4 or being allocated Tickets which would result in a breach of clause 6.2 shall be cancelled in full, regardless of whether you have become a Successful Applicant.

## 6. SUCCESSFUL APPLICANTS

- 6.1. Successful Applicants will receive their Ballot Success Email no later than 16 October 2020.
- 6.2. Guests named in a Successful Applicants application for Tickets cannot be named in multiple applications for Tickets, regardless of whether such Guest is the named Successful Applicant or the named Guest of another Successful Applicant. Applications which result in the named Guest being named on multiple applications (whether as a Guest or a Successful Applicant) are not permitted and will be cancelled.

## 7. ACCESSIBILITY TICKETS (WHEELCHAIR)

- 7.1. A limited number of Accessibility Tickets will be available, which will be delivered to a Successful Applicant with a companion Ticket that will be chargeable at its relevant Face Value. For enforcement purposes under these Terms:
- where you are not the disabled spectator, the disabled spectator will be considered as the Guest;
  - where you are the disabled spectator, the personal companion/assistant will be considered as the Guest.
- 7.2. Accessibility Tickets can be located in various areas of the stadium, depending on its layout, however all Accessibility Tickets will be priced at the lowest Ticket Category for the relevant Match.
- 7.3. If you apply for Accessibility Tickets you will be required to provide a valid official document confirming your disability or the disability of your Guest (whichever the case may be) on request from BIL.
- 7.4. If Accessibility Tickets are not available, you may be allocated non-accessibility Ticket(s) if you are successful. We will contact you to discuss whether these are suitable.

## 8. PAYMENT

- 8.1. You may pay by any payment method we make available at the time of payment or as set out on our Invoice. Available payment methods will be set out on the relevant payment screen or in the payment documentation.
- 8.2. Following the selection of the Match, Ticket Category, and quantity, the Face Value for the Ticket(s), the Handling Fee (including VAT) will be clearly indicated in the Ballot Request Form. You acknowledge that by clicking the 'SUBMIT' in the Ballot Request Form, you will, in the timescales and through the method request of you, make payment of the relevant Total in accordance with clause 8.3, provided the requested Ticket(s) are allocated.
- 8.3. All payments will be made in pounds sterling (£).
- 8.4. You understand and agree that your request will be rejected and that Ticket(s) will not be allocated in the event that you fail to make payment within the required timescales or your bank or payment card provider rejects payment of the Total.
- 8.5. BIL shall not be responsible for any exchange rates, fees or charges levied by the Successful Applicant's bank or payment card provider.
- 8.6. You acknowledge and accept that BIL may use service providers throughout the sales process (including, but not limited to, for the purposes of invoicing) however, and for the avoidance of doubt, BIL shall remain the seller of the Tickets and retain ownership of all rights vesting in such Tickets. Payments will be collected on behalf of BIL by Mike Burton Travel Limited trading as Lions Rugby Travel. Lions Rugby Travel will be communicating with you to administer the ballot, this will include (and is not limited to) the Ballot Success Email and Ticket Purchase Confirmation email.
- 8.7. All credit and debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay. If we receive a chargeback notification we will cancel your Ballot Request Form and/or Ticket(s) purchase without notice.



8.8. We reserve the right to pass on any charges we suffer as a result of any chargeback to you.

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#### **9. POSTAGE**

9.1. If you require postage outside of the United Kingdom (and we agree to provide this subject to you paying the applicable fees), the package(s) may require customs clearance, which may incur delays and customs charges of which you will be responsible to pay. You promise that you will provide all necessary information in order for us to arrange the delivery and such information will be accurate and provided without delay. You consent to us providing the delivery company with your contact information and any other relevant information for the purposes of arranging postage. We are unable to track packages once they have left the UK.

9.2. The Handling Fee covers the cost of postage for your documents within the UK only. If you require postage outside the UK (and we agree to provide this) or special delivery instructions are requested by you, an additional postage/courier charge will be payable by you before the documents and merchandise are sent. We are unable to calculate these charges at the time of your booking request. Please contact us for further information if required.

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#### **10. OFFER ACCEPTANCE**

10.1. The agreement between BIL and the Successful Applicant for the purchase of the Ticket(s) will be concluded and confirmed (under these Terms) only after:

- (a) cleared payment is received for the Total indicated in the Invoice, in accordance with Section 8; and
- (b) acceptance of your offer by BIL by way of submission of the Ticket Purchase Confirmation to the Successful Applicant.

10.2. Successful Applicants are requested to review their Ticket Purchase Confirmation for any inaccuracies, in particular with regards to their Ticket(s) quantity, price, and category. Any inaccuracies shall be immediately notified to BIL.

10.3. Successful Applicants shall have no right of withdrawal when purchasing a Ticket (either within two weeks or otherwise). Consequently, every agreement between BIL and a Successful Applicant for the purchase of the Ticket(s) (as confirmed in accordance with clause 10.1 above) is binding on the applicant and obliges the applicant to pay for, and accept, the ordered Ticket(s).

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#### **11. GENERAL**

11.1. Entry to the Ballot is conditional on acceptance of these Terms, which are governed exclusively by the laws of England and Wales and under the exclusive jurisdiction of the English and Welsh courts. By entering this Ballot, you are deemed to have read and accepted these Terms.

11.2. The contact details provided on your Ballot Application Form will be used by BIL to contact you if necessary and/or to notify Successful Applicants and/or to check that eligibility requirements have been met, and will not be shared with other companies except to the extent necessary to process the Successful Applicant's booking.

11.3. BIL will only use your email address and other personal information in compliance with the provisions of the General Data Protection Regulation (including any amended, equivalent or subsequent legislation), and BIL's Privacy Policy which can be viewed here.

**Version: 28 August 2020**