Frieze London and Frieze Masters Ticketing Terms and Conditions

GENERAL TERMS

1. Frieze London and Frieze Masters (each a "**Fair**" and together the "**Fairs**") are organised and managed by Frieze Events Limited ("**Organiser**"), a company incorporated in England and Wales with company number 04429032 and with registered office at 1 Surrey Street, London WC2R 2ND.

2. Frieze London is held at Regent's Park, London NW1 4LL and Frieze Masters is held at Gloucester Green, Regent's Park, London NW1 4HA (together the "**Venues**").

3. By purchasing a general admission ticket to a Fair and/or attending a Fair using a general admission ticket or a VIP pass ("**Ticket**"), you ("**You**") agree to be bound by the terms and conditions set out herein ("**Terms and Conditions**"), the <u>Website Terms of Use</u> and such other terms as are drawn to the attention of visitors by the Organiser and those detailed on the Ticket.

4. By purchasing a ticket to a Fair for a child, being a person who is 2 - 18 years old (inclusive) at the time of the Fairs (a "**Child Ticket**") You confirm that you are either the parent, legal guardian or nominated guardian of the child for whom You are purchasing.

5. These Terms and Conditions shall be governed by English law and those bound by them hereby submit to the exclusive jurisdiction of the English courts in connection herewith.

6. If any court or competent authority finds that any of the clauses (or part of any clause) of these Terms and Conditions is invalid, illegal, or unenforceable, that clause (or part clause) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other clauses of these Terms and Conditions shall not be affected.

7. To the extent permitted in law, any cause of action a Ticket holder may have with respect to their Ticket must be commenced within one (1) year after the claim or cause of action arises.

8. The Organiser expressly reserves the right to change and/or amend these Terms and Conditions from time to time.

ENTRY CONDITIONS

1. A valid Ticket entitles the Ticket holder to attend the relevant Fair on the date and at the times stated on the Ticket. Visitors will not be allowed admission to a Fair without a valid Ticket. Latecomers will not be admitted into the Fair.

2. Any ticket for a tour does not grant admission to a Fair. Admission Tickets to a Fair must be bought separately.

3. Children aged 2 and up need a valid ticket to attend the Fair. Child Ticket holders must be accompanied at all times. Child Ticket holders can only enter a Fair with the person who purchased their Child Ticket, i.e., their parent, legal guardian or nominated guardian. Any Child Ticket holders attempting to enter a fair without this person will be denied entry to the Fair. For safety reasons, any persons attempting to enter a Fair with a Child Ticket holder that they are not the parent, legal guardian or nominated guardian for will be denied entry.

4. Babes in arms shall be admitted free of charge, subject to being accompanied at all times by an adult holding a Ticket.

5. The Organiser does not allow re-entry to a Fair.

6. It is Your responsibility to check your Ticket(s), as mistakes cannot always be rectified, and the Organiser shall not be responsible for any incorrect, lost or stolen Tickets.

7. By submitting an order for Tickets You acknowledge and accept that all details provided to the ticket issuer (See Tickets) are correct and consent to the ticket issuer providing e-tickets immediately following the processing of payment.

8. Tickets may not be used as prizes in competitions, "give-aways" or a lottery without the prior written consent of the Organiser in its sole discretion.

9. Tickets must not be resold, exchanged, transferred, altered, or defaced. Any such action shall render the Ticket(s) void (and any individual with such a Ticket may be refused entry or removed from a Fair in the Organiser's sole discretion).

10. On entry to the Venues all visitors agree to accept and abide by any venue rules and regulations of The Royal Parks (as may be updated from time to time) and any other regulations from time to time provided on entry to the Venues.

11. In order to facilitate the security, safety and comfort of all Fair visitors, the Organiser reserves the right in its absolute discretion to conduct security searches of persons, clothing, bags, and all other items on entry and exit to a Fair and to confiscate items which may be illegal, cause danger and/or disruption to a Fair or other visitors or are in breach of these Terms and Conditions and to refuse admission to a Fair. Anyone resisting confiscation of disallowed items or disregarding these Terms and Conditions will face eviction from the relevant Venue.

12. There is no bag drop facility at the fair. Large bags (including, but not limited to, suitcases, backpacks, folding bicycles, scooters) or any large items bigger than a handbag or laptop bag will not be permitted into the Fair. Space for coats in the cloakroom is

extremely limited, and offered on a first come, first served basis. We request that where possible visitors keep their belongings with them.

13. Visitors must not bring any of the following items into the Venues: food, drink, glass, sharp items, drones, laser pens, and the Organiser reserves the right to confiscate any such item(s) from any person entering or at the Venues. There are options to purchase food and drinks and fully licensed bars available at the Fairs. You will not be allowed to bring any glass bottles of any kind into the Fairs.

14. Proof of age may be required for all Ticket types. The Fairs operate a Challenge 25 policy in relation to both the sale and consumption of alcohol on the premises. Please ensure You carry a valid photo ID with you that can be provided as proof of age on request. Failure to provide such ID may result in You being asked to stop consuming and purchasing alcohol and/or leave the Fairs.

15. The Organiser reserves the right to:

a. refuse admission to the Fairs to anyone who does not have a valid Ticket (including those which appear to be counterfeit or which have been altered and/or defaced);

b. evict any person who is: breaching these Terms and Conditions; committing a criminal offence; behaving in a disorderly manner or in a way that has an adverse effect on public safety; behaving in an anti-social manner or in a way that causes a public nuisance; conducting themselves in a manner that is inappropriate to and/or compromises the safety and/or security of other visitors; conducting themselves in a manner that is offensive and/or disrespectful to staff; and/or under the influence of drugs and/or excessive alcohol; and

c. refuse alcohol to any visitor who, in the Organiser's absolute discretion, is unreasonably intoxicated and/or is behaving in an unacceptable manner.

16. Use of illegal substances is strictly prohibited at the Fairs.

17. No animals are allowed at the Fairs, other than service animals.

18. Commercial, promotional, and trading activities (including the sale or distribution of any items) are not permitted at the Fairs, in the gangways or anywhere else in or around the Venues without the prior written consent of the Organiser. The Organiser reserves the right to confiscate any such items for infringement of this condition.

19. All sound and moving or still picture rights including, without limitation, on the internet, vest exclusively with the Organiser and any material captured, filmed, or recorded at the Fairs may only be used for the personal, non-profit making enjoyment of amateurs and not for commercial gain.

20. By entering a Fair, You agree and consent to being photographed, filmed or recorded as visitors attending a Fair, and grant their permission to the Organiser, its affiliates and those authorised by it, to use such photographs, films and recordings (including any copies), and for Your image, likeness, mannerisms and/or voice to be included in any content from such filming, photographs and/or recording (and edited) without compensation and/or credit, which content may be communicated and/or exploited in any and all media worldwide in all perpetuity including for future marketing and promotional material for the Fairs; being photographed, filmed or recorded for television, radio, webcast, podcast and other public broadcast in any medium; and/or being recorded by onsite CCTV cameras and recordings for security purposes.

21. Visitors agree to adhere to any policies or restrictions relating to mobile phones and camera usage put in place by the Organiser and/or any Fair exhibitors.

22. In the event of an emergency, Ticket holders and all visitors to the Fairs must follow instructions and directions from stewards, staff, security and/or other officials.

23. You acknowledge that attendance at a Fair is entirely at your own risk and neither the Organiser nor any of its employees, contractors or agents, shall be liable for any loss, injury or damage (to person or property) howsoever suffered by You, including consequential losses, save for: a. death or personal injury caused by the negligence of the Organiser, its employees, contractors or agents; and b. any other liability that cannot be excluded or limited under applicable laws, including the Consumer Rights Act 2015 (UK).

24. The Organiser cannot accept financial or other responsibility for any loss or liability incurred by a visitor to a Fair as a result of contracts entered into by visitors with any Fair exhibitor or advice sought or obtained from any Fair exhibitor.

COVID-19 PROTOCOLS AND ENTRY CONDITIONS

25. The UK Government has removed all COVID-19 guidelines within the UK and therefore no masks or proof of vaccination status or negative test results are required to enter the fair. However, we encourage visitors to take steps to reduce the risk of catching and spreading COVID-19 including optional steps such as wearing a face mask within the venue.

26. The Organiser reserves the right to modify the required documents and COVID-19 protocols at any time.

27. An inherent risk of exposure to COVID-19 (coronavirus) exists in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. By purchasing or otherwise accepting a ticket to a Fair, You are acknowledging that an inherent risk of exposure to COVID-19 exists in any public place

where people are present. By attending the Fair, You and any guests voluntarily assume all risks related to exposure to COVID-19 and agree not to hold the Organisers, venue management, and/or venue owners liable for any illness or injury in connection with your or your guests' attendance at the Fair.

- 28. By purchasing a ticket to the Fair, You and any guests agree that You are not to attend or travel to the Fair should any of the following be applicable on the day of your visit;
 - You are experiencing any known symptoms of COVID-19 including; a fever (temperature above 38 degrees Celsius), chills, repeated shaking with chills, shortness of breath or difficulty breathing, a new and continuous cough, sore throat, muscle pain, headache, new loss of taste or smell, nausea, vomiting or diarrhoea
 - You have had close contact (more than 15 minutes / under 2m distance) with someone who was exhibiting COVID-19 or flu-like symptoms, was recently diagnosed with, or tested positive for COVID-19, or was under self-quarantine due to exposure or potential exposure to COVID-19
 - You have been directed to self-isolate by a public health authority any time in the past 14 days.

PURCHASE CONDITIONS

29. Tickets are issued subject to these Terms and Conditions and shall remain the property of the Organiser who hereby reserves the right to recall any Ticket at any time.

30. All Ticket sales are final and unless otherwise stated herein, no refunds, cancellations or exchanges are available after a Ticket has been purchased.

31. If a Fair is postponed (whether in its entirety or if the relevant day of the Fair to which Your Ticket relates, is postponed), Your Ticket will be valid for the rescheduled day of the Fair. Where You are unable to attend the rescheduled day of the Fair or where You choose not to do so, You will be entitled to a full refund of the face value of the Ticket but no refund will be given in respect of any other expenditure whatsoever.

32. If a Fair is cancelled (whether in its entirety or if the relevant day of the Fair to which Your Ticket relates, is cancelled) prior to the opening of the Fair day (as applicable), You shall be entitled to a full refund of the face value of the Ticket, but no refund will be given in respect of any other expenditure whatsoever. Details of how to claim refunds will be provided by the Organiser on the day and/or on the Fair website.

33. If the day of a Fair to which Your Ticket relates is curtailed, the Organiser may offer refunds (in whole or in part) or may reschedule the day of the Fair in its sole discretion

(acting reasonably). Where any curtailed day of a Fair is rescheduled, the provisions of clause 31 shall apply.

34. You are responsible for any travel and accommodation arrangements for the Fairs and except as set out in these Terms and Conditions, the Organiser shall not be liable for loss or damage of any kind whether direct or consequential, including but not limited to travel or accommodation expenses from postponement, cancellation, abandonment or curtailment of a Fair and You waive all rights of whatsoever nature against the Organiser, its employees, contractors, agents or representatives arising from cancellation, abandonment or curtailment of a Fair.

35. Without prejudice to the provisions of clauses 31, 32, and 33, Tickets are nonrefundable and are issued subject to the Organiser's right to alter or vary the Fairs (including the content or timing of the whole or part of a Fair) due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange Tickets. It is Your responsibility to ascertain the date, time and venue of any rearranged staging of a Fair.

36. You hereby confirm that You have read and understood the terms and conditions of the <u>Privacy Policy.</u>