

# **The Royal Highland Show Ticket Terms and Conditions**

## **IMPORTANT SUMMARY INFORMATION**

These Ticket Terms and Conditions set out the full terms and conditions applicable to any public tickets purchased for the Royal Highland Show at the Royal Highland Centre, Ingliston (the "**Show**"). For the avoidance of doubt, these Ticket Terms and Conditions shall not apply to any exhibitor tickets or member tickets.

It is important that you read and understand these Ticket Terms and Conditions. By attending the Show you will be deemed to have accepted these Ticket Terms and Conditions. These Ticket Terms and Conditions will be updated from time to time.

In particular, we want to draw your attention to the following:

### **Availability**

All ticket types are subject to availability and cannot be issued once a day has sold out (see Section A for further details on buying your tickets).

### **Refunds**

Tickets for the Show will be non-refundable. Notwithstanding the foregoing, you may be entitled to a refund if the Show is cancelled or postponed prior to its commencement (see Section B for further details on refunds).

### **No Re-sale of Tickets**

The re-sale of tickets is prohibited except in limited circumstances. If you sell your ticket to someone else for commercial gain or at a higher price than face value, or advertise it for sale, other than as permitted under these Ticket Terms and Conditions or otherwise with our permission, we may cancel or void that ticket (see Section F for further details on using your tickets). This includes tickets being bundled with other goods or services (e.g. accommodation, travel, hospitality) and selling on without the permission of The Royal Highland & Agricultural Society of Scotland.

### **Re-Admission**

Re-admission will be permitted at the Show. Ticket holders will be required to present the following on re-entry: (i) a valid ticket for that day of the Show; and (ii) an official hand stamp from the Show that must be acquired from the exit gate when initially leaving the Show. You will not be permitted re-entry to the Show without a valid ticket and an official re-entry stamp.

### **COVID-19**

We reserve the right to impose health and safety related protocols which spectators must comply with while attending the Show, including but not limited to physical distancing measures, the use of face coverings, the provision of contact details for NHS Scotland Test and Protect purposes or similar, the requirement to provide proof at the entry gates of full (two dose) COVID-19 vaccination administered at least 14 days before attendance and to undertake any testing that we might consider appropriate or that we might be required to perform.

Any spectators who refuse or fail to comply with such conditions may have their tickets cancelled, be refused entry or removed from the Show, and in such circumstances will not be entitled to a refund.

All spectators who choose to attend the Show do so in the knowledge that they may be exposed to and/or at increased risk of contracting COVID-19 or any other communicable disease.

### **Marketing Opt-ins**

There are four optional marketing opt-ins you can sign up for at point of purchase.

**Royal Highland Show** – offers connected with the Show, including those offered to us through our partnership with other organisations.

**RHASS (Royal Highland & Agricultural Society of Scotland)** – the Scottish charity behind the Royal Highland Show and its charitable objects to promote and support the interests and priorities of Scotland's land-based industries and rural communities.

**Fundraising** – supporting RHASS to fulfil its charitable objects to promote and support the interests and priorities of Scotland's land-based industries and rural communities.

**Events** – offers connected with the events at the Royal Highland Centre, including those offered to us by event organisers (<https://www.royalhighlandcentre.co.uk>).

## **DETAILED TERMS AND CONDITIONS**

These Ticket Terms and Conditions set out the terms and conditions that apply between (i) you as a purchaser of tickets for the Show and, where you are not the purchaser of tickets for the Show, to you as a holder of a ticket for the Show (referred to as "**you**" or "**your**") and (ii) us, The Royal Highland & Agricultural Society of Scotland, incorporated by Royal Charter and a registered charity in Scotland (SC004561) with its principal office being at Royal Highland Centre, Ingliston, Newbridge, Midlothian, EH28 8NB ("**RHASS**", "**we**" or "**us**").

## **SECTION 1: TERMS AND CONDITIONS OF PURCHASE**

### **A. Buying Tickets**

1. All tickets for the Show will be available for purchase via our website (<https://royalhighlandshow.seetickets.com/content/ticket-options>).

#### **Child Day Single Tickets**

2. Children 15 and under on 22 June 2023 cannot attend the Show unless accompanied by a responsible adult over the age of 18 who holds a valid admission ticket. Children aged 15 and under on the above date must have a Child Day Single ticket. Child Day Single tickets are subject to availability, and no more will be issued when tickets for that day are sold out. For the avoidance of doubt, children aged 16 and over on 22 June 2023 must have a valid Adult Day Single ticket, Accessible Day Single ticket or Farming Flexi ticket in order to attend the Show.
3. Please be aware that an adult may accompany up to three children aged 15 and under. That adult must accompany each holder of the Child Day Single ticket while in attendance at the Show.

#### **Accessible Day Single Tickets**

4. Attendees with access requirements will be entitled to purchase an Accessible Day Single ticket for the Show.
5. Attendees who purchase an Accessible Day Single ticket will receive 1 companion ticket, which shall be included in the price of the Accessible Day Single ticket, which may be used by an accompanying adult.

#### **Digital Tickets**

6. All tickets will be issued digitally via email to an address nominated by the purchaser at the point of purchase.
7. Each person attending the Show will be required to show a valid digital ticket prior to entering the Show. You will not be allowed to enter the Show without a valid digital ticket.

#### **General**

8. Where you are the purchaser of tickets, your purchase of tickets will be completed when we deliver the tickets to you.
9. RHASS reserves the right to choose to accept or reject your order whether for all or any number of the tickets requested. In the case of an order being rejected in whole or in part, you will be notified as soon as reasonably practicable.
10. RHASS will accept no responsibility for, or offer any refunds for, loss arising as a result of any incorrect information provided by you at the time of purchase, unless this is due to our error.
11. If tickets ordered by you become unavailable for any reason then you will be informed of this by RHASS. RHASS reserves the right to complete the transaction by issuing part of the total order, or to cancel it completely. In either event, you will be refunded for any ticket(s) ordered but not received and this will be the only liability that we have to you.

### **B. Refunds**

#### **Cancellation of your order**

1. If, after you have placed your order, you wish to withdraw or cancel your order you will not be entitled to a refund.

#### **Postponement prior to the Show**

2. In the event the Show is postponed prior to its commencement and such postponement results in the Show being held at a later date than scheduled, RHASS will, at their sole discretion, honour the tickets for the re-scheduled dates of the Show or refund the price of the tickets. If RHASS elects to honour the tickets for the re-scheduled dates and you do not wish to attend the Show on such re-scheduled dates you must notify RHASS in writing of that fact as soon as possible. Upon receipt of such notification, RHASS may elect at its sole discretion to refund you for the cost of your ticket(s). Refunds will be available in accordance with the refund process communicated by RHASS following the date of postponement.

#### **Cancellation prior to the Show**

3. In the event the Show is cancelled prior to its commencement you will be entitled to a full refund for the cost of your ticket(s). Refunds will be available in accordance with the refund process communicated by RHASS following the date of cancellation.

#### **Reduced Attendee Numbers**

4. In the event that, due to health and safety reasons, we can only admit a limited number of attendees to the Show, RHASS may cancel your ticket(s). If we cancel your ticket(s) in such circumstances, you will be entitled to a full refund for the cost of your ticket(s) in accordance with the refund process communicated by RHASS following the date of our decision. RHASS has absolute and sole discretion as to which tickets to cancel in a reduced capacity scenario.

#### **General**

5. You have no rights in the event of cancellation or postponement of the Show or in the event that the Show proceeds with reduced attendee numbers other than a refund for the ticket(s) payable pursuant to paragraphs B.2, B.3 or B.4.
6. Refund requests must be received by the deadline date specified by RHASS in communications issued to ticket holders during the refund process.
7. RHASS shall retain ownership of all tickets issued to you under these Ticket Terms and Conditions, and your tickets may be recalled by RHASS at any time. Where such a recall takes place, RHASS will issue a full refund to you or provide replacement tickets.

#### **C. Payment**

1. Prices quoted are in Pounds Sterling and are inclusive of applicable VAT (VAT Registration Number: 859 2401 13), but exclusive of any postage or packaging (if applicable).
2. Payment in full must be made prior to despatch of the ticket(s) in accordance with paragraph C.3 below.
3. We will process an order where payment is made using Visa®, MasterCard®, Maestro®, Diners Club International®, Discover Card® or PayPal®. If your payment is rejected, then we will notify you and your order will not be fulfilled and we have the discretion not to fulfil or process any other order received from you.
4. RHASS shall not be responsible for any exchange rates, fees or charges levied by your bank or payment card provider.

## **SECTION 2: GENERAL TERMS AND CONDITIONS**

#### **D. Our Liability to You**

1. If we are in breach of these Ticket Terms and Conditions, we will not be responsible for any losses that you suffer as a result, unless the losses are a foreseeable consequence of the breach. Loss or damage is foreseeable if either it is obvious that it will happen or where it could be contemplated by you and us at the time you purchased your tickets.
2. RHASS will not be responsible for paying any compensation to you for any loss or damage to property incurred at the Show, unless the loss or damage was suffered as a result of our negligence or other breach of duty.
3. Nothing in these Ticket Terms and Conditions shall limit any rights you may have which are not capable of being lawfully excluded or limited, nor shall these Ticket Terms and Conditions exclude or restrict our liability to you for any death or personal injury resulting from our negligence or breach of duty.

#### **E. Your Safety**

1. Whilst RHASS is committed to ensuring that proper safety measures are in place to try to prevent injury to attendees, you acknowledge the risk of injury whilst attending the Show, despite such precautions being taken, including the risk of contracting COVID-19 or any other communicable disease, and you agree that you are assuming all risk and danger arising from your attendance at the Show. RHASS will not be responsible for paying any compensation to you for any injury, illness, loss or damage suffered by you at the Show unless this injury, illness, loss or damage was suffered as a result of our negligence or other breach of duty.
2. You acknowledge that you are subject to and you agree to comply with the safety protocols applicable at the Show, as issued and updated by RHASS and/or its safety advisers prior to and during the Show by email and/or displayed on our website (<https://www.royalhighlandshow.org>).
3. You must at all times follow the instructions of the Show officials and/or security personnel.

#### **F. Use of Tickets**

1. A ticket shall become void and you shall have no right to attend the Show nor be entitled to a refund or any compensation where in the reasonable opinion of RHASS your ticket:
  - a) is to be or has been sold, donated, transferred or in any way disposed of to any person/entity for the purpose of commercial gain or is to be or has been sold at a higher price than its face value, other than in accordance with these Ticket Terms and Conditions;
  - b) has been purchased for re-sale along with any other goods or services, e.g. hospitality, travel, accommodation, from a person/entity who is not an authorised ticketing provider;
  - c) is advertised for sale or transfer for commercial gain; or
  - d) is to be or has been used in an unauthorised manner as a prize or in any other manner in a lottery or competition or for any other promotional, advertising or commercial purpose not specifically authorised by RHASS in writing.
2. Unless RHASS has agreed otherwise in writing, any transfer or purported transfer of any ticket by you in any manner set out in paragraph F.1 above shall constitute a breach by you of these Ticket Terms and Conditions.
3. Please do not post pictures of your ticket on social networking sites. People may use the details and offer them for sale online to defraud/attempt to defraud third parties into buying them. This may result in ticket holders encountering difficulties when attending the Show.

4. Where RHASS, or its security contractors, have reasonable grounds to suspect that a ticket has been copied, re-sold by an unauthorised person or company, or has been altered in any way without the consent of RHASS, its security contractors may seize and retain that ticket and may refuse entry to the Show where this is deemed appropriate.
5. If we reasonably believe that you have been involved in fraudulent activity relating to your ticket(s), we may pass your details to the police or other relevant authority.

#### **G. Attendance at the Show**

1. Rules governing pets, as well as our list of items which are not permitted at the Show, are contained within our Ground Rules and Code of Conduct which is accessible via our website (<https://www.royalhighlandshow.org/media/1irnwy5/ground-rules-and-code-of-conduct.pdf>). In addition, any item which in the reasonable opinion of RHASS could potentially harm, or cause alarm to, attendees at the Show will not be allowed at the Show.
2. It will be considered by us to be a breach of these Ticket Terms and Conditions if you have at the Show any objects or clothing bearing commercial identification which RHASS have reason to believe is intended for "ambush marketing" or other unauthorised promotional purposes. We reserve the right to take appropriate action against anyone that we consider to be involved in "ambush marketing".
3. Where you, through your negligence or intentional or reckless act, cause damage or loss to RHASS or to any property at the Show (including, without limitation, any equipment or facilities), you will be responsible for compensating the person who has suffered the loss or damage.
4. You may be removed from, or refused access to, the Show if, in the reasonable opinion of RHASS, your behaviour is, or could be considered to be dangerous, offensive, a nuisance or annoying to other attendees, exhibitors, the Show officials and/or security personnel. For example, if you appear to be under the influence of alcohol and/or drugs and/or are acting aggressively, or if you fail to obey any conditions of use, posted signs or instructions of the Show officials and/or security personnel. If you are refused admission to the Show, or are removed from the Show, under these circumstances, you will not be entitled to a refund for your ticket.
5. Ticket Transfers: You must not transfer your ticket to any other person during the course of a day. Nothing in this paragraph G.5 affects the requirement for tickets to be transferred in accordance with the terms of these Ticket Terms and Conditions. Tickets must be retained at all times and provided for inspection by security personnel as required.

#### **H. Child Day Single tickets**

1. We reserve the right to request age verification for Child Day Single ticket holders and to refuse entry if verification of their age is not provided on request.
2. Where you are the responsible adult accompanying the holder of a Child Day Single ticket for the purposes of that child obtaining a Child Day Single ticket and you are the child's parent or guardian, you consent to these Ticket Terms and Conditions applying to your child. Where you are the responsible adult accompanying the holder of a Child Day Single ticket for the purposes of that child obtaining a Child Day Single ticket and you are not their parent or guardian, you must obtain the consent of the child's parent or guardian for these Ticket Terms and Conditions to apply to such child. In each circumstance, you are responsible for the supervision of that child during the event and for ensuring that they comply with these Ticket Terms and Conditions.

#### **I. Accessible Day Single tickets**

1. We reserve the right to request documentation or other proof of disability from an Accessible Day Single ticket holder when entering the accessible car park or gate entrances and to refuse entry if proof of disability cannot be provided when requested.
2. If the holder of an Accessible Day Single ticket is unable to provide proof of disability on request then the companion ticket which they are entitled to under Section A.5 above shall be void and we shall be entitled to refuse entry to the accompanying adult.

#### **J. General Ticketing Conditions**

1. You may not transfer any of your rights under these Ticket Terms and Conditions.
2. If any provision of these Ticket Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Ticket Terms and Conditions, which shall remain in full force and effect.
3. Any personal data provided by you will be used by us in accordance with our Privacy Policy (as amended from time to time), which is available at <https://www.royalhighlandshow.org/privacy-security-policy/>. If you have any questions or concerns about information we hold about you, please contact us by email at [dataprotection@rhass.org.uk](mailto:dataprotection@rhass.org.uk) or in writing at Society Secretary at Ingliston House, Royal Highland Centre, Ingliston, Edinburgh EH28 8NB. For details of your rights regarding your personal data, please see our Privacy Policy. References to "us", "we" and "our" in this paragraph and paragraph J.4 below are to all of the organisations named in our Privacy Policy.
4. In agreeing to these Ticket Terms and Conditions and attending the Show, you consent to being filmed, photographed and recorded for promotional, educational, marketing, archival and communications purposes and/or, for security purposes, by any CCTV cameras and recordings at the Show. You also agree that we can utilise your image or likeness or the image or likeness of a member of your party in, or incidental to, any photograph or live or recorded television or in any other type of transmission or reproduction, in whole or in part, and that you shall not be entitled to any compensation or credit. This may include use of footage and images for marketing purposes and includes footage and images broadcast or published by RHASS and by third party rights holders. Where you are the responsible adult accompanying the holder of a Child Day Single ticket for the purposes of that child obtaining a Child Day Single ticket and you are their parent or guardian, you consent to their images being taken and used in accordance with the provisions of this paragraph. Where you are the responsible adult accompanying the holder of a Child Day Single ticket for the purposes of that child obtaining a Child Day Single ticket and you are not their parent or guardian, you must obtain the consent of the child's parent or guardian for the images of such child to be taken and used in accordance with the provisions of this paragraph.
5. The contract between us shall be governed by the laws of Scotland and any disputes relating to that contract shall be decided in the Scottish Courts.
6. All enquiries should be addressed to: [feedback@rhass.org.uk](mailto:feedback@rhass.org.uk).