

VENUE TERMS AND CONDITIONS OF ENTRY

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms, the following definitions apply:

“ASM Global”, “ASM”, “we”, “our”, or “us” means the venue operating entities of the European region of ASM Global (a trading name of a group of companies including ASM Global Europe Holdings Limited, ASM Global (UK) Limited, AEG Facilities (UK) Limited, and other associated companies). It also includes, where appropriate, ASM Global’s agents, employees, and sub-contractors (including, without limitation, and where appropriate, Showsec International Limited or other security services contracted by ASM Global or the Organiser in connection with an Event);

“Event” means any concert, music performance, play, sporting event, conference, exhibition, banquet, meeting, corporate event, or performance taking place at the Venue;

“Hospitality Areas” means The View Bar, Premium Suites (including annual suites, ShowDeck, 14 on 1st and Live Lounge), 195 Bar & Grill and any. Other spaces within the venue that may be utilised for the provision of hospitality and related services;

“Organiser” means any person organising an Event in any part of the Venue;

“Person” includes individuals, unincorporated bodies, government entities, companies and corporations;

“Terms” means these terms and conditions;

“Ticket” means a valid ticket, e-Ticket, mobile/bar code, wristband or other approved admission document (in any form that becomes available over time), giving the bearer the right to enter certain parts of the Venue and/or attend an Event;

“Ticket Agent” means a Person approved by the Organiser and/or ASM Global to sell tickets for an Event. The Venue’s official Ticket Agent is AXS (and its authorised subsidiaries and sub-contractors);

“Venue” means P&J Live, Eastburn Road, Stoneywood, Aberdeen, AB21 9FX

“you” or “your” means any person seeking admission to the Venue to attend an Event.

2. APPLICATION OF THESE TERMS AND CONDITIONS

2.1 These terms and conditions govern your admission and conduct in the Venue. By entering, or attempting to enter, the Venue, you agree to be bound by these Terms.

2.2 These Terms supersede any previous issued terms and conditions.

2.3 Ticket Agents and/or Organisers may have additional terms and conditions which apply to an Event and to which you agree to be bound. In the event of any inconsistency between the Ticket Agent and/or Organiser’s terms and conditions, and these Terms, these Terms will take priority.

2.4 ASM Global reserves the right to amend these Terms from time to time at its sole discretion. You are responsible for ensuring you have read and understood any Terms in force at the time of entering or attempting to enter the Venue.

3. TICKETS

3.1 Only persons holding a valid Ticket (and/or required ID or other authorisation as appropriate to the Event) will be admitted to Events at the Venue.

3.2 Tickets cannot be exchanged or refunded after purchase other than in accordance with these Terms and the Ticket Agent’s terms. Please check your tickets carefully as mistakes cannot always be rectified.

3.3 You must keep your Ticket with you at all times at an Event. Your ticket may be invalidated if any part of it is removed, defaced or altered. Lost or stolen Tickets will not be replaced or duplicated and neither ASM Global or the Organiser will be liable for any lost or stolen Tickets.

3.4 When purchasing Tickets you may be restricted to a maximum number per person; per credit/debit card; and/or per household. ASM Global and the Ticket Agent reserve the right to cancel

any Tickets purchased in excess of this maximum number or otherwise in breach of these Terms without prior notice or refund.

- 3.5 Tickets may not be used in connection with advertising, promotions, competitions, or sweepstakes unless prior written consent is obtained from ASM Global and the Organiser. Nothing in this clause shall entitle any person to use, display, alter, copy or otherwise deal in any manner whatsoever with ASM Global's or the Organiser's intellectual property rights.
- 3.6 ASM Global is entitled to seize and/or cancel any Ticket, without notice and without refund or other compensation, which has been resold, attempted to have been resold or which has been purchased other than via an authorised Ticket Agent or ticketing partner of the Venue, ASM Global or the Organiser. We may also seize and/or cancel without refund any Ticket purchased using (or suspected to be using methods) methods generated by a script, macro, ticket bot or automated devices. Information regarding the purchase of any such Ticket and its holder may be passed on to the relevant authorities.
- 3.7 Neither we nor any Organiser will be required to accept Tickets if we know or have reasonable grounds for believing that: (i) a Ticket has been re-sold or transferred for profit or commercial gain by any Person other than the Ticket Agent; or (ii) the Tickets have been duplicated or purchased from any of the following: unauthorised agents or other unauthorised sources including, without limitation, ticket touts. We are entitled to refuse entry to any person holding such a Ticket, or to eject them from the Venue and/or the Event.

4. ENTRY TO THE VENUE AND EVENTS

- 4.1 ASM Global reserves the right, at its absolute discretion, to refuse admission to any person and/or to eject any person from the Venue if it considers that person's behaviour or conduct is causing, or is likely to cause (without limitation), damage; injury; nuisance; or distress to others, without a refund.
- 4.2 Verbal, physical, or mental abuse towards Venue staff or other attendees will not be tolerated. We are committed to maintaining a safe environment and will act swiftly to address any incidents.
- 4.3 You must produce a valid Ticket (and/or required ID or other authorisation as appropriate to the Event) to gain entry to the Venue and upon request for inspection. Failure to produce your Ticket on request may result in you being ejected from the Venue without a refund.
- 4.4 In order to ensure the Venue is a safe environment, we may search you, your clothing, bags or other items at any time at our sole discretion. Searches may include the use of detection dogs, handheld or fixed metal detectors, and physical pat-down techniques. Refusal or failure to co-operate in any search may result in you being refused entry or being ejected from the Venue without a refund.
- 4.5 Walk-through security search arches and/or Evolv intelligent screening systems may be in operation at the Venue. The screening technologies are certified safe for all persons to pass through. If you have a health condition and do not wish to pass through the screening technologies, for instance, if you are pregnant or have a pacemaker, please alert our security staff. We reserve the right to refuse entry to the Venue if you refuse to use the screening technologies, as determined at our reasonable discretion.
- 4.6 We reserve the right to prohibit certain items ("**Prohibited Items**") within the Venue from time to time. Prohibited Items include (without limitation):
 - (a) Food and beverage or containers for storing food or beverage (Persons with accessibility and/or medical requirements will be considered on an individual basis, but encouraged to contact the Venue in advance for ease of entry);
 - (b) Professional cameras, recording equipment, laptops and computer tablets;
 - (c) Any liquids (except for certain designated events where details of any permissions regarding liquids under 100ml will be notified to attendees through the Organisers);
 - (d) Glass, cans, aluminium bottles or thermoses of any kind;
 - (e) Alcoholic beverages;
 - (f) Large studs and chains;

- (g) Any items which are or may be illegal including, without limitation, weapons, fireworks, ammunition, explosives, bladed/sharp articles, flammable liquids, drugs and other controlled substances (for the avoidance of doubt, medicines are not prohibited provided they can be proven to have been prescribed legally);
 - (h) Whistles, drums, horns and other instruments;
 - (i) Large/golf umbrellas, flags, flagpoles, inflatables, laser pens/pointers, confetti, glitter bombs, smoke bombs, flares, spray/aerosol cans, balloons, air horns, whistles, cowbells, or other noise-making distractions, projectiles (including balls and frisbees), wheeled footwear, skateboards, helmets, full face masks, signs, banners or flags on poles, staffs, or selfie sticks, or other items which, in our opinion, may cause danger or disruption at an Event;
 - (j) Animals (except assistance dogs to aid Persons with disabilities);
 - (k) Items which a performing artist, their management or Organiser requests that we prohibit; and
 - (l) Any concealed or wrapped packages, of which the contents cannot be examined.
 - (m) Any other items which we believe may cause danger or disruption or may ruin the enjoyment or viewing experience of others at an Event (regardless of whether or not they are illegal or carried for a specific purpose).
- 4.7** All prohibited items must be disposed of or surrendered before, or upon, entry to the Venue. Failure to surrender any prohibited items may result in you being refused entry or being ejected from the Venue without refund. There are no storage facilities at the Venue and ASM Global is not responsible for late admission or non-admission due to failure to comply.
- 4.8** You will be permitted to take a small bag into the Venue and one small bag is allowed per person. We class small bags as: (i) no larger than A3 size; or (ii) if capable of being worn on one's back, no larger than A4 size.
- 4.9** Backpacks, travel cases, suitcases, and laptop bags are NOT permitted inside the Venue except for certain conferences, exhibitions, banquets and other designated events where details of any permissions regarding bags will be notified to attendees through the Organisers. It is your responsibility to keep your personal possessions safe at all times whilst at the Venue. ASM Global will have no liability for property that is lost, stolen or damaged when at the Venue. All items left with stewards before entry into a Venue are left at your own risk.
- 4.10** With the exception of guide or assistance dogs, no animals are permitted in the Venue. Customers wishing to attend an Event with a guide or assistance dog are requested to contact the Venue in advance of the Event for assistance.
- 4.11** Customers are prohibited from displaying, wearing, promoting, or distributing, any advertising or promotional materials or messages, or any other materials containing religious, political or other messages liable to cause offence.
- 4.12** You may be ejected from or not permitted to enter the Venue and required to surrender any Tickets you hold, without refund, if:
- (a) you attempt to bring any Prohibited Item into the Venue;
 - (b) you refuse to leave a Prohibited Item with our stewards;
 - (c) you refuse to be searched; and/or
 - (d) in our reasonable opinion, you or your behaviour, or any item you are carrying, wearing, or we believe you to be concealing, might:
 - i. pose a health and safety risk to yourself or others;
 - ii. affect the enjoyment of other visitors;
 - iii. affect the running of the Event;
 - iv. cause damage to or interfere with the property of ASM Global or the Organisers;
 - v. be in breach of these Terms or the terms of the applicable Ticket Agent;
 - vi. be illegal;
 - vii. contain any advertising or promotional materials or messages, or any other materials containing religious, political or other messages liable to cause offence.
 - viii. lead to a breach of any licensing conditions applicable at the Venue; or

- ix. be in breach of any rules and regulations exhibited on notices at the Venue, such as (without limitation):
 - a) entering any prohibited areas;
 - b) standing on seats or in walkways;
 - c) climbing on the building structure;
 - d) throwing any objects or substances onto the stage or into the crowd or at another visitor; or
 - e) smoking, including e-cigarettes, in non-smoking areas.

5. EVENTS AND OUR POLICIES

- 5.1** The Venue operates a strict no smoking policy. It is illegal to smoke anywhere at the Venue (apart from designated smoking areas) and anyone caught smoking will be ejected from the Venue without refund.
- 5.2** Use of E-cigarettes is not permitted at the Venue (apart from designated smoking areas).
- 5.3** All attendees at the Venue consent to being filmed or recorded (images and sound) by or on behalf of us, the Organiser or another authorised third party, and consent to their images (or likenesses) being used in any film, recording (video or audio), photograph or other footage ("**Recording**") of the Event. All rights in the Recording shall be owned by the Organiser, authorised third party or us absolutely. You agree that any Recording may be used by us, the Organiser or authorised third party in any media and for any purpose throughout the world, including, without limitation, for promotional materials and activities, merchandise, DVDs, social media and Venue website content, or other commercial activities. No payment or compensation for use of your image or likeness shall be payable to you.
- 5.4** CCTV and film cameras may be present at and around the Venue. By attending the Venue, you consent to being filmed or recorded by the police or other security staff for the purpose of safety and monitoring at the Venue.
- 5.5** The use of any cameras, video or sound recording equipment or devices in the Venue without our prior written consent is strictly prohibited.
- 5.6** The performance start times and/or estimated duration advertised on tickets, promotional literature, websites and/or social media are approximate and subject to change. It is your responsibility to ensure you arrive at the Venue in sufficient time prior to the start of an Event and to ensure that you are able to stay until the close of the Event, should you wish to if it overruns. Failure to arrive on time may result in admission being delayed or refused, without refund. If an Event does not run to the precise times advertised or you otherwise decide to leave the Event early, refunds will not be payable on Tickets, and we will not be responsible for the cost of alternative travel or accommodation arrangements or for any other loss you suffer (including loss of enjoyment).
- 5.7** Every effort is made to admit latecomers in a suitable break at the Event, however, admission cannot be guaranteed in those circumstances and is at the discretion of ASM Global and the Organiser.
- 5.8** There is no re-admission once you have left the Venue except with the consent of ASM Global at its absolute discretion. This does not include leaving the seating or performance areas to use the Venue WC's or other facilities, or to purchase food and beverages or merchandise at the Venue.
- 5.9** If your ticket specifies a seat number, it will only entitle you to a seat of a value corresponding to that stated on your Ticket. We reserve the right to provide an alternative seat to the one specified on your Ticket if it is not possible or desirable (due to operational or other reasons, and at our sole discretion) to allow you to occupy the seat specified on your Ticket.
- 5.10** In the case of a designated seat Ticket, you are permitted to stand or dance within the designated seat space. However, please be respectful and mindful of other members of the audience. We may request that you remain seated from time-to-time and failure to comply may result in you being asked to be relocated within the Venue or asked to leave the Venue altogether.

- 5.11 Please note that other members of audience may: (i) stand, dance, or encroach on your personal space in front of or near you; (ii) restrict your view; (iii) disturb you; and/or (iv) otherwise affect your enjoyment of the Event. No refunds will be offered in those circumstances.
- 5.12 Please be aware that strobe, laser, flashing or other lighting effects may be used during an Event.
- 5.13 Please be aware that prolonged exposure to loud noise may cause damage to your hearing.
- 5.14 You must leave the Venue quietly in consideration for our neighbours. Any failure to do so may result in you being refused entry to, or permission to purchase Tickets to, future Events.

6. AGE RESTRICTIONS AND YOUNG PERSONS

- 6.1 All children and infants over the age of 2 must have a Ticket in order to attend an Event – unless otherwise specified on the Event details page, during the booking process or on the Ticket Terms.
- 6.2 We strongly advise that children attending Events wear suitable hearing protection. Ear protectors are normally available for purchase and/or hire at the Merchandise stand at Reception (subject to availability), together with disposable ear plugs free of charge (subject to availability) from Customer Services and/or Reception. It is your responsibility to determine the most appropriate hearing protection for you and any children who are attending an Event with you.
- 6.3 Events may be age restricted. Notwithstanding any age restrictions, it is the responsibility of the accompanying adult to determine the suitability of the Event for any children attending. No refunds will be offered in circumstances where the accompanying adult decides, following the purchase of a Ticket, that the Event will not be suitable for any children for whom Tickets were purchased. Furthermore, no refunds will be offered in circumstances where the content of the Event, or the behaviour of other customers, causes offence to children or the accompanying adult.
- 6.4 Any children aged 14 or under must be accompanied by an adult.
- 6.5 Any children aged 13 or under must not access the Venue's standing floor during an Event.
- 6.6 Except for shows specifically aimed at children, accompanying adults should be confident that children within their party will not cause disruption to other visitors. Any disruption may result in you and your children being removed from the Venue.

7. FOOD AND BEVERAGE

- 7.1 A variety of food and beverages are available at the Venue. Only food and beverage purchased at the Venue may be consumed on the premises.
- 7.2 Bottle tops may be removed from all bottles purchased from concourse outlets or bars inside the Venues. Occasionally, drinks will be decanted into paper or plastic cups.
- 7.3 When purchasing alcohol, you may be asked for proof of age. We support the "Challenge 25" scheme. We reserve the right to refuse to serve you and/or confiscate alcohol if you do not have valid photographic ID or ASM suspects you are purchasing alcohol on behalf of minors.
- 7.4 We reserve the right to refuse to serve you alcohol if we consider that you are intoxicated or likely to become intoxicated if we serve you.

8. OFFICIAL MERCHANDISE

- 8.1 Customers should be aware that official merchandise is only usually available for sale within the Venue environs. Please be wary of unofficial traders offering inferior goods for which we accept no responsibility.
- 8.2 Customers are prohibited from selling or offering for sale, any items within the Venue. This prohibition includes, without limitation, merchandise, tickets, food or beverages, cigarettes, e-cigarettes or any other prohibited items.

9. CANCELLATION, POSTPONEMENT, OR ALTERATIONS TO EVENTS

- 9.1 ASM Global or the Organiser may make changes to the Event. Provided that the change is not material, no refunds of tickets will be available.

- 9.2** A “material” change is a change to an Event which in the reasonable opinion of ASM Global or the Organiser, makes the Event substantially different to the Event which purchasers of the Ticket would reasonably expect to attend. Changes to performance times, supporting acts and the use of understudies in a theatre performance will not be a material change. A material change is judged by reference to the nature and billing of each Event. Events which are festivals or themed events are judged by reference to the overall theme rather than the individual act scheduled to appear. This includes Events which have multiple artists and/or where the Event name does not include reference to any specific act. In these cases, no scheduled acts may be considered as headline acts, regardless of their relative fame or prominence in the billing.
- 9.3** ASM Global and the Organiser reserve the right to alter or vary the scheduled or advertised Event in the event of an unforeseen circumstance or the occurrence of any event or circumstance beyond its control (a “**Force Majeure Event**”). ASM Global shall not be liable for any damages, loss or disappointment arising from any alterations or changes made.
- 9.4** If the Event is cancelled, postponed or materially altered, you may be entitled to a refund of your Ticket from the ticket agent you purchased the Tickets from. Please see the Ticket Agent’s terms and conditions for more information. Any booking, service or administration fees charged by ASM Global are non-refundable. No refunds will be processed by ASM Global directly.
- 9.5** If an Event is postponed and re-scheduled, your original Ticket will entitle you to attend the postponed and re-scheduled Event. It is your responsibility to check the date and time of any postponed or re-scheduled Event.
- 9.6** It is your responsibility to check the website for the Venue, the Event, the Organiser, or Ticket Agent for news of any cancellation, postponement or alteration of the Event. Information on such matters will be made available on behalf of the Organiser as soon as reasonably practicable on the Venue website. You are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation or alterations may arise immediately prior to an Event.

10. HOSPITALITY

- 10.1** The terms and conditions set out above and below apply to entry to the Hospitality Areas. In addition, the following specific terms and conditions apply to all admissions to the Hospitality Areas.
- 10.2** To gain entry to a Hospitality Area, you must have an applicable ticket and/or accreditation necessary for such access.
- 10.3** To gain entry to the Hospitality Area, there may be an age restriction. You may be required to provide evidence of your identity and age: either a photo ID driving licence or Passport is acceptable.
- 10.4** Capacity at the Hospitality Areas is limited. Please ensure you attend early to avoid disappointment.

11. LIMITATION OF LIABILITY

- 11.1** If you suffer loss and damage as a direct result of our negligence, our liability to you will be limited to an amount equal to the face value of the Ticket purchased by you for the Event. Under no circumstances will our liability extend to costs or losses incurred in connection with the Event, (including cancellation, postponement or rescheduling of an Event); travel, accommodation or hospitality arrangements; loss of enjoyment or disappointment; loss, damage or injury arising from any breach by you of these terms and conditions; any failure by you to adhere to the directions or instructions of staff within the Venue; and/or any new medical condition (whether physical or psychiatric) caused, or any pre-existing medical condition (whether physical or psychiatric) which is aggravated, by your visit to the Venue.
- 11.2** ASM Global shall have no liability to you in the event the above loss or damage is caused by a Force Majeure Event, i.e. an event beyond ASM Global or the Organiser’s control including (without limitation) any act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire,

flood, explosion, extreme weather conditions, medical emergency, theft of essential equipment, strike, lock out, malicious damage, or acts or regulations of national governments.

- 11.3** Nothing in these Terms excludes, or purports to exclude, our liability for death or personal injury caused by our negligence, nor from any other form of liability which cannot be excluded or limited in law.

12. GENERAL

- 12.1** If any part of these Terms is found by a Court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Terms and the remaining provisions of the Terms will otherwise remain in full force.
- 12.2** No act, delay or omission by ASM Global in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 12.3** ASM Global shall be entitled to assign any of its rights or obligations under these Terms.
- 12.4** These Terms will be governed by Scottish Law. Disputes will be submitted to the exclusive jurisdiction of the Courts of Scotland.