

ANNIE MAC PRESENTS
LOST & FOUND

FESTIVAL TERMS AND CONDITIONS

THE POSSESSION OF A TICKET OR WRISTBAND CONSTITUTES AN ACCEPTANCE BY THE HOLDER OF THE TERMS AND CONDITIONS BELOW

1. **Definitions**

In these Terms & Conditions all references to:

"Boat"	means any boat used for the purposes of a Boat Party and "Boats" shall be construed accordingly;
"Boat Party"	means a boat party operated by Captain Morgan Cruises Limited of Dolphin Court, Tigne Sea Front, Sliema, SLM 3012 (registered number C4151) for the purposes of the Festival and "Boat Parties" shall be construed accordingly;
"Festival"	means Lost & Found, Malta;
"Festival Venue"	means any venue used for the purposes of the Festival, excluding any Boat;
"Force Majeure"	shall have the meaning given to it in clause 6.3;
"Prohibited Items"	shall have the meaning given to it in clause 5.3;
"Promoter", "Us" or "We"	means Lost & Found Malta Limited, registered in Malta with company number C69127 whose registered office address is 44 Fresh Court, Triq Il-Lampara, Bahar Ic-Caghaq, Naxxar, Malta;
"Terms and Conditions"	means these terms and conditions;
"Ticket"	means a valid ticket for the Festival purchased from an authorised ticket agent;
"Website"	means www.lostandfoundfestival.com ;
"Wristband"	means a valid wristband for which You have exchanged for a Ticket and which permits you admission to the Festival;
"You"	means the holder of the Ticket and "Your" and "Yourself" shall be read accordingly.

2. **Incorporation of Terms and Conditions**

- 2.1 These Terms and Conditions incorporate, and should be read in accordance with, the terms and conditions of the authorised ticket agent from which You purchased Your Ticket, copies of which are available upon request from the relevant authorised ticket agent. In the event of any inconsistency between these Terms and Conditions and the terms and conditions of the relevant authorised ticket agent, these Terms and Conditions shall prevail.
- 2.2 All Tickets are sold subject to these Terms and Conditions. Please read these Terms and Conditions carefully prior to purchase and raise any queries with the Promoter prior to purchase.
- 2.3 These Terms and Conditions are subject to change from time to time without notice and in our sole discretion. We will notify You of amendments to these terms and conditions by posting them to our Website or to the website of our authorised ticket agents.
- 2.4 By purchasing and/or using a Ticket You confirm:
- (a) that You have read these Terms and Conditions and agree and accept to be bound by them;
 - (b) You are over 18 years of age.

3. **Tickets and Wristbands**

- 3.1 Tickets for the Festival are non-transferable. Each Ticket details the name of the registered Ticket holder or, if You have purchased multiple Tickets, the name of the person who purchased the Ticket(s).
- 3.2 Upon arrival at the Wristband exchange, You must present a Ticket and photographic proof of identity and age (a valid passport or drivers license) in order to be issued with a Wristband for entry to the Festival. If someone purchased a Ticket on Your behalf, You must present a photocopy of the purchaser's identity (a valid passport or drivers license), the card the Tickets were purchased on and a letter of authority from the purchaser confirming they purchased the Ticket on your behalf. You must retain the Wristband on Your person at all times during the Festival. Your Ticket and/or Wristband may be invalidated if any part of it is removed, altered or defaced.
- 3.3 The Festival is strictly for persons aged 18 or over and all Ticket holders must be 18 years of age or over at the time of purchase of the Ticket. Admission to the Festival shall be refused to any Ticket or Wristband holder where the Promoter or its representatives or agents have any doubt whatsoever as to the age or identity of the Ticket or Wristband holder.
- 3.4 Only Tickets purchased from the Promoter's authorised agents shall be considered valid. Tickets bought from other sources will be refused admission without refund.
- 3.5 It is Your responsibility to ensure that all information You provide is accurate. You must check Your Ticket immediately upon receipt to ensure all names and other information are correct as mistakes cannot always be rectified after purchase.
- 3.6 The Ticket is personal to the named Ticket holder but does not give You any proprietary rights and shall at all times remain the property of the Promoter and subject to these Terms and Conditions. The Promoter reserves the right to refuse Your purchase and/or revoke Your Ticket and/or Wristband at any time and for any reason whatsoever.

- 3.7 Price and availability information is subject to change without notice. You will be advised of the price and availability of Tickets at the time of purchase. A Ticket does not include entry to the Boat Parties. Tickets for the Boat Parties are sold separately and must be purchased in addition to a Ticket should You want to attend a Boat Party.
- 3.8 Tickets and/or Wristbands are non-returnable and refunds will not be made on returned Tickets and/or Wristbands unless provided for under these Terms and Conditions.
- 3.9 You are solely responsible for the safe-keeping of Your Ticket and/or Wristband and the Promoter is not responsible for any Ticket or Wristband that is lost, stolen, damaged or destroyed. In the event You require a duplicate Ticket, You must contact the authorised agent through which you purchased the Ticket and their terms and conditions shall apply. The Promoter is not responsible for issuing duplicate Tickets or duplicate Wristbands.
- 3.10 Tickets are barcoded and each barcode is unique and only allows one entry to the Festival.
- 3.11 Ownership or possession of a Ticket or Wristband does not confer any rights (by implication or otherwise) on You to use, alter, copy, or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket or Wristband.
- 3.12 Tickets and/or Wristbands may not be sold or transferred to another person; or used by any person for promotional purposes, including as a prize or other reward in a competition or lottery or as part of a hospitality package, except with the prior written permission of the Promoter.
- 3.13 Where a Ticket and/or Wristband has been obtained by a person in breach of clause 3.12, the Promoter's obligations in relation to the Ticket and/or Wristband will immediately cease and the Ticket and/or Wristband shall be void. In particular, any person presenting the Ticket or Wristband may be refused entrance to, or removed without notice from the Festival; and the Ticket or Wristband may be confiscated and the Promoter shall have no obligation to refund any of the monies paid for the Ticket.
- 3.14 Access Requirements and Disabilities: If You have any medical problem or disability which may affect Your access to the Festival You must contact the authorised ticket agent from whom You are purchasing your Tickets with details prior to purchase. They can then liaise with Us and advise You as to the suitability of the Festival and Festival Venues taking into account Your special requirements. They may require You to produce a doctor's certificate certifying that You are fit to attend the Festival. Acting reasonably, if We are unable to properly accommodate the needs of the person(s) concerned, we will advise You accordingly (through the authorised ticket agent) and you will not be able to purchase a Ticket. If You did not give us full details at the time of purchase, we reserve the right to refuse you admission to the Festival with no right to refund.
4. **Amendments, Cancellations & Refunds**
- 4.1 Please note that all Tickets are non-refundable and in the event you cannot or no longer wish to attend the Festival, or you wish to cancel your Ticket for any other reason, you shall not be entitled to a refund from Us.
- 4.2 Tickets are sold subject to the Promoter's right to alter or vary the published Festival programme which may result in changes including but not limited to, the artist and performer line-up, playing times, Festival Venue or any other aspect of the Festival, and the Promoter reserves all rights in this regard.

Any published start times of a performance at the Festival are estimates only and are subject to change without notice. The Promoter shall not be liable for any change of a published start time.

- 4.3 All advertised times are approximate and subject to change without notice. It is Your responsibility to make appropriate arrangements to ensure that You arrive at the relevant Festival Venue in sufficient time in case the Festival starts early and to ensure that You are able to stay until the close of the Festival should You wish to if it overruns. We will not be responsible to make any refund or meet the costs of any alternative travel arrangements or for any loss of enjoyment or other indirect loss as a result of an Festival not running to the precise advertised times.
- 4.4 In the event of a cancellation, postponement or Significant Change of the Festival (as defined in clause 4.5), You will be entitled to a refund in accordance with the terms and conditions or refund policy of the authorised ticket agent from whom You purchased the Ticket.
- 4.5 A "Significant Change" is a change which, in the Promoter's reasonable opinion, makes the Festival materially different to the Festival which purchasers of the Ticket reasonably expected at the time of purchase. Changes to performance times, Festival Venues, performers and artists shall not be considered a Significant Change. A Significant Change is judged by reference overall theme of the Festival rather than the individual act(s) scheduled to appear. No scheduled acts may be considered as headline acts, regardless of their relative fame or prominence in the billing, and so cancellation by an artist or performer will not entitle You to a refund.
- 4.6 In no circumstances shall the Promoter have any liability (including without limitation, any liability to refund any monies paid for a Ticket) for any cancellation, postponement or alteration to the Festival or Festival Venue as a result of circumstances beyond the control of the Promoter or its suppliers (Force Majeure) - see clause 6 for further information.
- 4.7 Where the cancellation takes place part way through the Festival, You may only be entitled to a partial refund of the amount You paid for the Ticket (taking into account the part of the Festival from which you did benefit from).
- 4.8 The Promoter will not have any liability for refunds or compensation relating to any personal arrangements including travel, subsistence and accommodation in relation to the Festival which have been arranged by You and are made at Your own risk.
- 4.9 In order to claim Your refund please contact the authorised ticket agent from which You purchased Your Ticket in writing within 28 days of Your return and refer to their terms and conditions. You must follow all instructions within their terms and conditions, in particular those relating to timeframes, as failure to do so may affect your right to a refund. Refunds will only be made to the person who purchased the Tickets.
- 4.10 It is Your responsibility to check that the Festival has not been cancelled, postponed or subject to a Significant Change. Information on such matters will be made available on behalf of the Promoter as soon as reasonably practicable via social media and/or on the Website and/or on the authorised ticket agent's websites and/or at the relevant Festival Venue. Customers are advised that the Promoter may not always give notice of any cancellation, postponement or a Significant Change due to the circumstances involved and We cannot accept liability for this.

4.11 Tickets will not be refunded where they have been used to gain entry to the Festival (except in accordance with clause 4.7), and in no circumstances shall any refund be given where You are able to and choose to attend a postponed Festival.

5. **The Festival**

5.1 The Promoter, its representatives, agents, subcontractors, or any authorised person at the Festival (including but not limited to the Festival Venue's security team and the licence holder of any Festival Venue) reserves the right to refuse You admission and/or eject You from the Festival Venue and/or the Festival without any liability for refunds or compensation, for any reason whatsoever, including but not limited to: health and safety, anti social behaviour or licensing reasons; if You behave in a manner which has or is likely to affect the enjoyment of other persons at the Festival or at a Festival Venue; if You use threatening, abusive or insulting words or mannerisms; if You are found to be selling goods and/or trading at the Festival and/or in a Festival Venue without all necessary and valid permits and licences; if in Our reasonable opinion You are acting under the influence of alcohol or drugs; if You fail, when required, to produce proof of identity or age; if You breach these Terms and Conditions; if You are found to be carrying any Prohibited Item; if You refuse to comply with the Promoter's or Festival Venue's security searches.

5.2 The Festival Venues and their employees, agents and representatives have the right to conduct security searches from time to time and refuse admission to You, or eject You, from the Festival and/or Festival Venue, without any liability for refunds or compensation, should You refuse to comply with such security searches.

5.3 The Festival Venue and their employees, agents and representatives have the right to confiscate any item, without liability, which in their reasonable opinion may cause danger or disruption to any other persons at the Festival and/or Festival Venue (including but not limited to) animals; laser pens; fireworks; firecrackers; Your own food and drink; bottles; cans; glass containers; items which may be regarded as weapons; illegal substances, legal highs or any other item which in the reasonable opinion of the Festival Venue or its agents may cause harm or disturbance to either You or the other guests ("**Prohibited Items**"). Anyone found in possession of illegal substances or contraband goods (including but not limited to any Prohibited Item) will be refused admission to or ejected from the Festival and may also be liable for prosecution. Any items found that may be used in an illegal or offensive manner will be confiscated, regardless of whether or not the item itself is illegal.

5.4 You must comply with any and all instructions given to You by Festival and Festival Venue staff.

5.5 You cannot bring any video or audio recording equipment or any camera which is over 35mm or with a detachable lens into the Festival Venues. You will not be allowed to enter a Festival Venue if You bring equipment that, at the discretion of our security/staff, infringes on these rules.

5.6 Strictly no trading or other commercial activity by any Ticket holder (including photography or filming for a commercial purpose) will be allowed at the Festival or in or outside the Festival Venues without the Promoter's prior written consent. If You are found to be selling any items (whether Prohibited Items or not) and/or trading in or outside a Festival Venue or at the Festival without all necessary licences and consents you will be ejected from the Festival and reported to the local police. If You are ejected from the Festival in accordance with this clause, You shall not be entitled to a refund in any circumstances.

- 5.7 By purchasing a Ticket, You consent to being filmed, photographed and recorded for television, radio, webcast and other public broadcast in any medium and/or for any video or DVD as part of the audience and/or by onsite CCTV cameras and recordings for security purposes, the copyright to which shall be owned by the Promoter or its contractors without payment or compensation.
- 5.8 The Festival Venues have maximum capacity limits and Your entry to a Festival Venue is subject to each Festival Venue's maximum capacity. You are advised to arrive at the relevant Festival Venue in sufficient time should You want to watch a particular artist as Your admission to a Festival Venue is not guaranteed.
- 5.9 The operators of the Festival, the Festival Venues and/or the Promoter may prosecute You if You cause damage to any Festival Venue, the Festival and/or any infrastructure around a Festival Venue, or cause harm to any other person at the Festival.
- 5.10 If before or during the Festival You have a complaint in relation to any aspect of the Festival please contact Us or a member of staff at the Festival to enable Us to resolve Your complaint promptly since complaints are very difficult to deal with after the Festival. Failure to notify Us of a complaint at the time will affect our ability to investigate and resolve the complaint and any subsequent rights You might have under these Terms and Conditions (and those of the authorised agent through which you purchased Your Ticket). If Your complaint doesn't get resolved to Your satisfaction at the Festival and You wish to pursue Your complaint, please contact the authorised ticket agent through which Your Ticket was purchased in writing and within 28 days of Your return and follow the complaints procedure outlined in their terms and conditions.
- 5.11 The Festival Venues operate licensed bars and You need to be over the age of 18 to purchase alcohol at the Festival. Please be aware that if we think that You look 25 years or younger You may be asked to provide proof of identification and if You are unable to do so You will not be served alcohol.
- 5.12 **WARNING:** Excessive exposure to loud music may cause damage to your hearing. Please note that pyrotechnics, lasers, smoke machines, strobe lighting or other special effects may take place during some performances.
- 5.13 There will be no admission to the Festival Venues before the designated opening times on any day of the Festival.
- 5.14 You must observe and comply with safety advice and signage at the Festival Venues. Local rules and regulations apply and should be observed at the Festival and failure to do so may result in ejection from the Festival.
- 5.15 You must observe and comply with the safety advice, rules and regulations of the Festival Venues at all times. Failure to do so may result in ejection from the Festival Venue and/or the Festival.
- 5.16 You shall not bring into the Festival or display or distribute (whether for free or not) at the Festival any sponsorship, promotional or marketing materials.
- 5.17 Anti-social behaviour and illegal activities, including but not limited to the use, supply and/or possession of illegal substances and/or legal highs, are strictly prohibited at the Festival and You will be ejected from or refused entry to the Festival without refund and will be reported to the local police. In the event that You have been ejected from or refused entry to the Festival for any reason whatsoever our liability

to You will cease and You will be required to leave the Festival immediately. We will have no further obligations to You. No refunds will be made and we will not pay any expenses or costs incurred as a result of ejection. You may also be required to pay for loss and/or damage caused by your actions. You agree to indemnify Us for any claims (including legal costs) subsequently made against Us as a result of your actions together with all costs We incur in pursuing any claim against You. We cannot be held responsible for the actions or behaviour of other guests or individuals at the Festival.

6. **Our Liability**

6.1 Lost & Found Malta Limited acts only in its capacity as the promoter of the Festival. We are not responsible for or have any control over any of the Festival Venues making up the Festival. We shall not be liable for the acts or omissions of the operators of any of the Festival Venues; or for any personal injury suffered at the Festival or at a Festival Venue (unless due to the negligent act or omissions of the Promoter); or for any loss, theft or damage to Your property at the Festival or at a Festival Venue (unless due to the negligent act or omissions of the Promoter). The Festival Venues provide their services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude their liability to You. If you have any complaints or claims as a result of any injury or for any loss, theft or damage to Your property at a Festival Venue, you must send these directly to the Festival Venue.

6.2 We, our servants, agents or representatives shall not in any circumstances be responsible or pay You any compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the Festival and which were unforeseeable or unavoidable; or
- (c) in any circumstances where there is no breach of a legal duty of care owed by Us or any of our servants, agents or representatives;
- (d) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach;
- (e) to the extent that any increase in any loss or damage results from the breach by You of any of these Terms and Conditions;
- (f) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (g) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

6.3 We will not be liable to You for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure. For the purposes of these Terms and Conditions, Force Majeure can include, but is not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster,

fire, chemical or biological disaster and adverse weather, sea, wind, rain, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

- 6.4 We shall not be liable to You for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with the Festival and/or our obligations hereunder including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity, or loss of publicity or loss of reputation, or opportunity to enhance reputation, or loss of contract or other economic or consequential loss arising from the performance (or any failure to perform) these Terms and Conditions.
- 6.5 The Promoter will not have any liability to You whatsoever for loss or expenses incurred in connection with the Festival or any cancellation of the Festival, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to the Festival or the cancellation of the Festival.
- 6.6 You are expected to have appropriate insurance in place to cover any loss, damage or theft to Your personal possessions or property as well as travel insurance where You have purchased the Ticket with additional travel arrangements. You are advised to claim on this insurance policy in the event of any loss or damage and We will not accept any responsibility for anything which would otherwise be covered by such travel insurance.
- 6.7 Nothing in these Terms and Conditions shall exclude or purport to exclude liability for death or personal injury as a result of our negligence, or for fraud or fraudulent misrepresentation.

7. **Boat Parties**

The Boat Parties take place aboard the Boats. The Boats are operated solely by Captain Morgan Cruises Limited and the Promoter does not accept any liability in relation to the provision (or non-provision) of a Boat Party or any acts or omissions of the operator of the Boat. You accept that there is a heightened level of risk associated with boat parties and You accept personal responsibility for this. Tickets for the Boat Parties are sold separately to and are not included in the price of a Ticket. You must purchase a separate Boat Party ticket if you wish to attend a Boat Party and You will be subject to the Boat Party ticket terms and conditions together with any terms and conditions of Captain Morgan Cruises Limited.

8. **Merchandise**

Official merchandise is available to purchase inside the Festival Venues and their surrounding perimeters. Do not purchase good from unofficial vendors.

9. **Travel Arrangements**

Travel arrangements such as accommodation, airport transfers and a shuttle bus service are available to be purchased for your stay in Malta. Please note that these travel arrangements are not provided by the Promoter and we have no liability to You for these services, including where these travel arrangements are affected by any cancellation, amendment or postponement to the Festival for any reason whatsoever. In these circumstances You should contact the company through which you booked your travel arrangements and their terms and conditions shall apply.

10. **Data Protection**

10.1 To the extent permitted by law and with Your consent, personal information provided by You to the Promoter will be used for all purposes reasonably connected with the provision of the Festival and the operations of the Promoter. The Promoter may also from time to time contact you with information about special offers, brochures, new products, forthcoming events or competitions. The Promoter may also pass your details to other parties who offer goods or services which we feel may be of interest to you. If You have any queries about this, please write to Lost & Found Malta Limited at 1-5 Springfield Mount, Leeds, LS2 9NG. You will be given the opportunity to unsubscribe from such marketing communications when You place Your order and You can unsubscribe from any email communications You receive from the Promoter by following the unsubscribe link.

10.2 We have taken all reasonable steps to have appropriate security measures in place to protect your information. The transmission of information via the internet is never completely secure. We exclude our liability for personal data lost in transmission to the website.

10.3 You are generally entitled to ask Us (by letter or e-mail) what details of Yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request.

11. **Governing Law & Jurisdiction**

These Terms and Conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.