

TICKET TERMS AND CONDITIONS
FOR THE ICC CRICKET WORLD CUP 2011

Definitions

1. All capitalised terms used in these Conditions and in the abbreviated form printed on a Ticket shall have the following meanings:

“Ambush Marketing” means the unauthorised use of a Ticket as a prize or in a lottery or competition or for any other promotional, advertising or commercial purpose and/or any other activity by a person not authorised by IDI which: (a) associates the person with the Tournament; or (b) exploits the publicity or goodwill of the Tournament; or (c) has the effect (in the reasonable opinion of IDI) of conferring the status of a Commercial Partner on a person who is not a Commercial Partner or otherwise diminishing the status of any Commercial Partner;

“Authorised Agents” means the official corporate hospitality agents and official travel agents appointed by or on behalf of IDI and which are legally and contractually entitled to sell Tickets as part of hospitality and travel packages respectively;

“Authorised Person” means collectively all Tournament management and all Venue management, and their respective staff, officials, representatives, officers and volunteers;

“COC” means the Central Organising Committee appointed to oversee and monitor the delivery of the Tournament, comprising representatives from IDI and from each of the Hosts;

“Commercial Partner” means any official sponsor, official supplier, broadcaster, licensee and/or any other party which has been granted a commercial association with the ICC, IDI and/or the Tournament from time to time;

“Conditions” means these terms and conditions, and the Venue Regulations and the Ticket Refund Policy which are incorporated into these terms and conditions by reference, together with any amendments or updates to the same issued by or on behalf of IDI from time to time;

“Guest” means any person for and on whose behalf the Ticket Purchaser bought a Ticket and who has obtained such Ticket from the Ticket Purchaser in accordance with the terms of these Conditions, and/or any other person using a Ticket with the prior express authorisation of IDI and/or any of the Hosts;

“Hosts” means each of the Board of Control for Cricket in India, Sri Lanka Cricket and the Bangladesh Cricket Board which have been appointed by IDI to host the Tournament;

“ICC” means International Cricket Council, the international governing body for the sport of cricket, having its administrative office at Street 69, Dubai Sports City, Emirates Road, P.O. Box 500070, Dubai, U.A.E.;

“IDI” means ICC Development (International) Limited, the commercial arm of the ICC, being a company incorporated under the laws of the territory of the British Virgin Islands and having its administrative office c/o ICC at Street 69, Dubai Sports City, Emirates Road, P.O. Box 500070, Dubai, U.A.E.;

“Match” means a one day international cricket match forming part of the Tournament, the particulars of which are indicated on the Ticket;

“Official Ticketing Agent” means any official ticket agent(s) appointed by or on behalf of IDI, including (without limitation) Kyazoonga, the exclusive online ticket sales agent, together with the ticket box offices at each of the Venues;

“Original Sale Price” means the specified price of each Ticket plus any handling fee (or part thereof) and other charges necessary to effect the sale or trade of that Ticket (including postage or courier charges);

“person” shall include natural and juristic persons;

“Prohibited Item” means any of the prohibited items specified in paragraph 19(j) and/or paragraph 21 of these Conditions;

“Ticket” means a ticket giving right of entry to a particular Match at a particular Venue in accordance with the details indicated thereon;

“Ticket Holder” means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser, Guest or any person to whom the Ticket was issued or transferred;

“Ticket Purchaser” means the individual with legal capacity who has purchased a Ticket or Tickets in accordance with these Conditions from any Official Ticketing Agent and/or from any Authorised Agent;

“Ticket Refund Policy” means the policy adopted by or on behalf of IDI for the refund of a Ticket as published on the Website(s) or otherwise made available to the Ticket Purchaser;

“Tournament” means the ICC Cricket World Cup 2011;

“Venue” means the entire premises of a stadium where a Match is scheduled to take place and to which a Ticket is required to gain access, including all entrance and exit gates as well as all other official installations and areas;

“Venue Regulations” means the security protocols and the public order and safety conditions of admission to each Venue hosting a Match, including as the same may be amended, supplemented or replaced from time to time, copies of are published on the Website(s) and prominently displayed at each Venue; and

“Website(s)” means the website www.iccevents.yahoo.com and any other official website(s) established by or on behalf of IDI and/or the ICC for the Tournament.

General

2. These Conditions govern all Tickets issued for the Tournament and the subsequent admission to any Venue to attend any Match. All Tickets are issued by or on behalf of IDI. Each Ticket is and shall remain at all times the property of IDI.
3. These Conditions will be printed in abbreviated form on each Ticket. In the case of any conflict or ambiguity between these Conditions and the abbreviated form printed on a Ticket, these Conditions will prevail.

Venue Regulations

4. These Conditions incorporate the Venue Regulations. The Ticket Holder, in agreeing to these Conditions, also agrees to comply with and be bound by the applicable Venue Regulations. If a Ticket Holder fails to comply with the applicable Venue Regulations, he/she may be refused entry to or evicted from the Venue. In the case of any conflict or ambiguity between any term(s) of these Conditions and any term(s) of any of the Venue Regulations, the terms of these Conditions will prevail.

Ticket Refund Policy

5. These Conditions incorporate the Ticket Refund Policy. The Ticket Holder, in agreeing to these Conditions, also agrees to comply with and be bound by the Ticket Refund Policy. There shall be no Ticket Refund Policy until such time as it is published on the Website(s) or otherwise made available to the Ticket Purchaser. The Ticket Purchaser shall be deemed to have made any subsequent Ticket Holder expressly aware of the Ticket Refund Policy and is responsible for ensuring that any subsequent Ticket Holder complies fully with its terms.

Application of Conditions

6. By his/her use or attempted use of a Ticket, each and every Ticket Holder shall be deemed to have been made aware of these Conditions and to have accepted and agreed to comply with and be bound by these Conditions. In addition, the Ticket Purchaser shall be deemed to have made any subsequent Ticket Holder expressly aware of these Conditions and is responsible for ensuring that any subsequent Ticket Holder complies fully with these Conditions.
7. The Ticket Holder must read these Conditions carefully and may not purchase, hold, use or attempt to use a Ticket or enter or attempt to enter the Venue if he/she does not understand and agree to these Conditions. For the purposes of these Conditions, making use of or using a Ticket shall include, without limitation, accepting the Ticket from any person, presenting the Ticket to any Authorised Person outside the Venue, presenting the Ticket for entry to the Venue and/or utilising the Ticket in conjunction with or as part of a travel package or hospitality package.
8. In allowing the Ticket Holder entry to the Venue, IDI relies on the Ticket Holder's acceptance of and agreement to these Conditions. The Ticket and entry to the Venue are issued strictly subject to these Conditions, no matter how the Ticket is purchased, obtained or used.
9. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of these Conditions may be cancelled by IDI and/or any of the Hosts and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from the Venue by any Authorised Person without refund or compensation, and must deliver up any and all Tickets in his/her possession at the request of an Authorised Person. Further, IDI and/or any of the Hosts may pursue any other legal remedies available to each of them in relation to the breach.

Ticket Purchase

10. Tickets may only be purchased through the Official Ticketing Agents or the Authorised Agents or through any other sale or transfer mechanism authorised in writing by or on behalf of IDI. Updated lists of the Official Ticketing Agents and the Authorised Agents can be found on the Website(s). No Ticket sold by any individual, organisation or other third party not named on such lists shall be valid.
11. The sale or other issuance of any Ticket is final and non-refundable except as may be outlined in the Ticket Refund Policy or as required by applicable local law. IDI reserves the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged or forged, or any Ticket which is unreadable or incomplete.

Restrictions on Transfers

12. Tickets are non-transferable except as set out in these Conditions. A Ticket Purchaser may purchase Tickets only for his/her own personal use and that of his/her Guest(s). Each Ticket Purchaser must retain at least one (1) Ticket for his/her personal use and may only transfer any remaining Ticket(s) to his/her Guest(s) for their personal use (provided always that the Guest is a natural person who is known to the Ticket Purchaser personally and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket), for no greater than the Original Sale Price and not for commercial gain. Any such transfer by the Ticket Purchaser of a Ticket to a Guest must be made strictly subject to these Conditions (and the Guest's acceptance thereof) which shall be binding upon the Guest in full as if the Guest was the Ticket Purchaser, save only that the Guest shall have no right to transfer the Ticket under this Condition.
13. Notwithstanding paragraph 12 of these Conditions, it is an essential condition of the issue of each Ticket and the right of admission to a Venue that the Ticket must not be:

- a) offered publicly (including on any website), whether for sale or as a gift or donation or any other means of transfer;
- b) offered or transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business or otherwise for commercial gain;
- c) offered or transferred, used or otherwise disposed of:
 - i. in relation to any promotional or commercial purpose (including in connection with or in association with any competition, advertising, promotion, auction or as a prize in any competition, lottery or sweepstake, whether for a business or a charity or otherwise); or
 - ii. to enhance the demand for any other good(s) or service(s);
- d) offered or transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket;
- e) offered or transferred, used or incorporated in connection with, in association with or otherwise as part of any flight or other mode of travel, accommodation, hospitality, meal, beverage, merchandise or any form of entertainment; and/or
- f) otherwise bundled with any other good(s) or service(s) (including as part of any hospitality or travel package),

in each case without the prior express written authorisation of IDI or any of the Hosts.

14. Except for the permitted transfer from the Ticket Purchaser to his/her Guest set out in paragraph 12 of these Conditions, a Ticket Purchaser may not purchase any Ticket as agent for any other person and neither a Ticket Purchaser nor any Guest may sell, offer for sale, auction by any means (whether alone or with other items), re-sell or transfer a Ticket without the prior written approval of IDI and/or any of the Hosts. The benefit conferred by a Ticket is personal to the Ticket Purchaser or Guest and is not otherwise assignable or transferable, except as expressly permitted by these Conditions.
15. If requested by or on behalf of IDI, any of the Hosts and/or any Authorised Person, the Ticket Purchaser must provide details (including the names) of his/her Guest(s) and IDI, any of the Hosts and/or any Authorised Person may require proof of the identity of the Ticket Holder as a pre-condition to the exercise by the Ticket Holder of any rights accorded by the Ticket. The Ticket Holder must, upon request by or on behalf of IDI, any of the Hosts and/or any Authorised Person, give a full explanation as to how, from whom (including full contact details) and from where his/her Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a satisfactory explanation, IDI, any of the Hosts and/or any Authorised Person may, in its absolute discretion in each case, cancel the Ticket(s) immediately and the Ticket Holder may be refused admission to and/or ejected from the Venue without refund or compensation.

Venue Entry & Requirements

16. Admission to a Venue will only be authorised upon presentation of a valid Ticket, in whole form and not defaced or damaged in any way. One Ticket will be required for each person, regardless of age.
17. A valid Ticket permits the Ticket Holder admission to the Venue and to view the Match from the seat or area specified on the Ticket. IDI reserves the right at its reasonable discretion to make alterations to the time, date and/or venue of any Match and/or to substitute the seat or

area indicated on the Ticket with another position. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of the Match from the position provided, nor is any representation or warranty given as to the quality, content or duration of the Match.

18. The Ticket will be valid until the Match has been completed or is reasonably deemed by IDI to have been completed. The Ticket may not be exchanged or used for any Match other than that indicated thereon. If the Match is cancelled or curtailed for any reason (including due to adverse weather conditions), there shall be no obligation on IDI to reschedule the Match or, except as otherwise expressly provided in the Ticket Refund Policy, to offer any refund or other compensation.
19. IDI, any of the Hosts and/or any Authorised Person may refuse admission to or to eject from the Venue at any time without refund any Ticket Holder who, in the reasonable opinion of IDI, any of the Hosts and/or any Authorised Person (as applicable):
 - a) does not produce a valid Ticket upon request;
 - b) is in breach of any of these Conditions;
 - c) may unreasonably obstruct the viewing of other spectators;
 - d) may be a source of danger, nuisance or annoyance or who may otherwise give rise to concerns in relation to the safety and security arrangements for the Match or who is behaving in any way that is or could reasonably be construed as provocative, discriminatory, offensive, indecent or threatening (whether to the life or safety of himself/herself or any other person(s)), including but not limited to:
 - i. public nudity or indecency;
 - ii. excessive noise or any interference with the conduct of the Match;
 - iii. the wearing or other display of commercial, political or offensive signage or logos;
 - iv. the throwing of any object that might injure or cause damage to people or property;
 - v. the obstruction of any gangway, access-way, exit, entrance or staircase;
 - vi. climbing roofs, walls, fences, stands, lighting masts or any other structures or constructions in the Venue or standing on seats;
 - vii. defacing or obscuring any notice, advertisement, branding or signage;
 - viii. smoking in any area where smoking is not permitted; and/or
 - ix. engaging in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person (including, without limitation, any player, umpire, referee, Authorised Person or other spectator) on the basis of their race, sex, religion, culture, colour, descent, nation or ethnic origin;
 - e) fails to comply with instructions from any Authorised Person, police, steward or other security officer;
 - f) who is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance when inside the Venue;

- g) is suspected of committing, or having committed, or being likely to commit, a criminal offence in or about the Venue;
 - h) whilst within any Venue, enters any restricted access or prohibited area or other area where that person is not permitted, including but not limited to:
 - i. the playing field, any dressing rooms, practice areas or other players' or officials' areas; and/or
 - ii. any area for which accreditation is required or which is designated as an area to which members of the public are not entitled access;
 - i) damages, interferes with or tampers with any property of any third party; and/or
 - j) is in possession of any of the following prohibited items:
 - i. any article that is offensive, dangerous, hazardous and/or illegal or that may be used or that may be expected to be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue (including, without limitation, glass bottles or containers, cans (whether containing soft drink and/or alcohol), knives, fireworks, explosives, flammable items (other than cigarette lighters or matches for personal use), compressed gas containers, maces, flares, air horns, smoke bombs and/or flag sticks);
 - ii. alcoholic beverages or narcotics (other than those prescribed by a registered medical practitioner) when entering the Venue;
 - iii. any food or non-alcoholic drinks other than small amounts for personal consumption;
 - iv. animals (other than guide dogs);
 - v. banners, placards, leaflets, signs or other materials, items, objects or clothing displaying political, religious, offensive or race-related messages, slogans or images or promotional or commercial identification or messages in breach of paragraph 20 of these Conditions;
 - vi. any tripods or video camera equipment whatsoever (whether or not for personal use); and/or
 - vii. any camera or other type of photographic or recording device (of any nature whatsoever and whether capable of capturing still or moving pictures) other than for recreational and personal non-commercial use.
20. The Ticket Holder shall not engage in any form of Ambush Marketing and shall not conduct any activity that conflicts with, impairs, infringes or denigrates the rights of any Commercial Partner. The Ticket Holder shall not be entitled, in or around the Venue, to conduct, carry out or cause to be conducted or carried out:
- a) any form of betting or gambling whatsoever; or
 - b) any promotions, advertising, marketing or other commercial activity, unless the same has been expressly authorised in writing in advance by IDI and/or by any of the Hosts (the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or at any time whilst within the Venue).
21. Except in each case with the prior written approval of IDI and/or any of the Hosts, the Ticket Holder shall not whilst in or around any Venue:

- a) offer any good(s) or service(s) for sale, including (without limitation) newspapers, periodicals, drinks, food, souvenirs, clothes or other merchandise; or
 - b) distribute or give away or attempt to distribute or give away any free items or any political, religious, charitable, commercial, advertising or promotional material or other documents.
22. The Ticket Holder may be searched (including a search of the Ticket Holder's bags, clothes and other possessions) by or on behalf of IDI, any of the Hosts and/or any Authorised Person prior to entry into or at any time within the Venue. Should the Ticket Holder refuse to be searched in accordance with this Condition, the Ticket Holder may be refused admission to and/or ejected from the Venue without refund or compensation. Prohibited Items may be removed, confiscated and/or destroyed at the discretion of IDI, any of the Hosts and/or any Authorised Person and without obligation to return such items to the Ticket Holder or to compensate the Ticket Holder in respect thereof.
23. No alcohol may be brought into or taken out of any Venue. The consumption of alcohol is permitted only in the bars or other authorised areas or places in a Venue during hours determined by Authorised Persons, who may close or restrict entry into any such bars or authorised areas at any time.
24. Should a Ticket Holder be refused entry to or ejected from a Venue pursuant to these Conditions, all further rights of entry or readmission to the Venue may be refused and IDI (or, at the direction of IDI, any of the Hosts) shall be entitled, at its discretion, to cancel any other Tickets held by the Ticket Holder for the Match (and any other tickets held by the Ticket Holder for other matches in the Tournament) and to deny entry to the Ticket Holder to any other matches in the Tournament, in each case without obligation to compensate the Ticket Holder in respect thereof.
25. No Ticket Holder shall be permitted to enter, attend or remain in attendance at any Venue where that person is banned by any competent authority and/or sports governing body from attending the Venue or the Match (or cricket matches or sports events more generally) and/or from receiving any Ticket (or tickets generally in respect of cricket matches or sports events).
26. The Ticket Holder acknowledges that he/she is individually responsible for his/her own property brought to and into a Venue (including Prohibited Items) and that there is no storage available at a Venue for any such items.

Betting Prohibition

27. The Ticket Holder shall not, whilst in the Venue:
- a) use any computer device (including any portable, laptop or handheld computer) to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Match, including but not limited to ball-by-ball spread betting and/or the use of betting exchanges; or
 - b) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Match.

Media & Recordings

28. Photographs or any other recordings of sound or images taken within a Venue may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private non-commercial and non-promotional purposes only, and in any event not for commercial gain, make or use, broadcast, narrowcast, telecast,

transmit, publish, disseminate, reproduce or circulate by any means (including, without limitation, utilising television, radio, satellite, the internet, any wireless service or any other current or future means of format or media), any broadcast, recording, audio, video, photograph, text, data, image, statistic, result, commentary, news report or any other information relating to the Match or the Tournament (in each case in whole or in part) or assist any other person(s) in the conduct of any of such activities. All copyright of any of the aforementioned materials is acknowledged as belonging to IDI.

29. Each Ticket Holder attending a Match irrevocably and unconditionally:

- a) consents without compensation to the recording of his/her voice, image and likeness captured by any means (including, without limitation, audio, visual and audio-visual recordings by television cameras and photographers) whilst present at or about the Venue;
- b) agrees to the transmission and use in perpetuity by IDI, its Commercial Partners and any licensee or assignee of IDI of his/her voice, image and likeness captured whilst present at or about the Venue, free of charge, by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies to the fullest extent possible;
- c) acknowledges and agrees that IDI is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound or images taken within a Venue (including, without limitation, any such recordings used by the Ticket Holder in breach of paragraph 28 of these Conditions), including future rights to such recordings or to any works derived from such recordings;
- d) waives, on an irrevocable, worldwide and perpetual basis, all moral rights in and to any recordings of sound or images taken within a Venue (including, without limitation, any such recordings taken by the Ticket Holder in breach of paragraph 28 of these Conditions); and
- e) hereby unconditionally and irrevocably grants to IDI a perpetual, exclusive, freely assignable and royalty-free licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings of sound or images taken by the Ticket Holder within a Venue in breach of paragraph 28 of these Conditions.

Waiver & Indemnity

30. EACH TICKET HOLDER ADMITTED TO A VENUE ACKNOWLEDGES THAT HIS/HER PRESENCE AND/OR MOVEMENT IN AND AROUND THE VENUE IS AT HIS/HER OWN RISK AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER IDI NOR THE ICC NOR ANY OF THE OFFICIAL TICKETING AGENTS NOR ANY OF THE AUTHORISED AGENTS NOR THE COC NOR ANY OF THE HOSTS NOR ANY AUTHORISED PERSONS ARE LIABLE FOR ANY LOSS, DAMAGE AND/OR HARM, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR LOSS, LOSS OF PROFIT, BUSINESS OR OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSS, SPECIAL DAMAGES OR ANY OTHER LOSS AND/OR HARM HOWSOEVER ARISING FROM THE MATCH AND/OR TOURNAMENT (INCLUDING, WITHOUT LIMITATION, ARISING AS A RESULT OF THE CANCELLATION, POSTPONEMENT OR

RELOCATION OF THE SAME IN EACH CASE) AND/OR OCCURRING DURING HIS/HER ATTENDANCE AT THE VENUE AND, WITHOUT LIMITATION TO THE FOREGOING, EACH TICKET HOLDER AGREES THAT NO CLAIM, COMPLAINT OR PROCEEDING WILL BE BROUGHT IN RELATION TO THE FOREGOING.

31. EACH TICKET HOLDER SHALL INDEMNIFY AND HOLD IDI, THE ICC, THE OFFICIAL TICKETING AGENTS, THE AUTHORISED AGENTS, THE COC, THE HOSTS AND ALL AUTHORISED PERSONS HARMLESS FROM AND AGAINST ALL LOSS, DAMAGES AND LIABILITIES, INCLUDING (WITHOUT LIMITATION) BODILY OR MENTAL HARM, PERSONAL PROPERTY DAMAGE OR LOSS, LOSS OF PROFIT, BUSINESS OR OPPORTUNITY, INDIRECT OR CONSEQUENTIAL LOSS, SPECIAL DAMAGES OR ANY OTHER LOSS AND/OR HARM HOWSOEVER ARISING (INCLUDING BUT NOT LIMITED TO THE COSTS OF ENFORCEMENT OR ATTEMPTED ENFORCEMENT OF THESE CONDITIONS), SUFFERED OR INCURRED BY ANY OF THEM IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, A BREACH BY THE TICKET HOLDER OF ANY OF THESE CONDITIONS.

Miscellaneous

32. These Conditions have been drafted in the English language. In the case of any conflict or ambiguity between the English version of these Conditions and any translation of them into any other language, the English version of these Conditions will prevail.
33. The Ticket Holder shall not use, alter, copy or otherwise deal with any of the symbols, trade marks, logos and/or intellectual property appearing on a Ticket.
34. IDI reserves the right to make amendments to these Conditions from time to time at IDI's sole discretion and without notice (including by adopting the Ticket Refund Policy and/or by amending or supplementing the Venue Regulations). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available on the Website(s) and, upon request, from IDI.
35. The Ticket Holder irrevocably and unconditionally consents to the collection, use and insertion into a database by or on behalf of IDI and/or any of the Hosts of personal information provided by the Ticket Purchaser and any other Ticket Holder for the purposes of implementation of these Conditions, including for administration, communication, enforcement and access control purposes. IDI and/or any of the Hosts may share such personal information as may be generally and reasonably required for the proper and efficient staging of the Tournament and to give effect to any of its rights in terms of these Conditions. The Ticket Holder has a right of access to, and correction of, his/her personal information by written request to IDI.
36. Each of the provisions set out in these Conditions shall be severally enforceable. Notwithstanding that the whole or any part of any provision(s) of these Conditions may be declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, the provision(s) in question (or part thereof, as the case may be) shall be severed to the extent necessary and the other provision(s) of these Conditions and the remainder of the provision(s) in question (as applicable) shall continue in full force and effect.
37. No failure or delay by IDI (or by any third party which has rights under these Conditions pursuant to paragraph 38 hereof) to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right. To the extent that IDI (or any third party which has rights under these Conditions pursuant to paragraph 38 hereof) is prevented or delayed by matters beyond its reasonable control from

performing any of its obligation(s) under these Conditions, IDI (or such third party, as the case may be) shall be relieved of any liability to any Ticket Holder for failure to perform or for delay in performing any such obligation(s).

38. Each of the following third parties shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce:

- a) in the case of each of the Hosts, paragraphs 9, 14, 15, 19, 20(b), 21, 22, 24, 30, 31, 35 and 38(a) of these Conditions;
- b) in the case of any Authorised Person, paragraphs 9, 15, 19, 22, 30, 31 and 38(b) of these Conditions;
- c) in the case of the ICC, paragraphs 30, 31 and 38(c) of these Conditions;
- d) in the case of each of the Official Ticketing Agents, paragraphs 30, 31 and 38(d) of these Conditions;
- e) in the case of each of the Authorised Agents, paragraphs 30, 31 and 38(e) of these Conditions; and
- f) in the case of any Commercial Partner, paragraphs 29(b) and 38(f) of these Conditions.

39. These Conditions and any dispute or claim arising out of or in connection with these Conditions (including, without limitation, any dispute or claim relating to non-contractual obligations) will be governed by and interpreted in accordance with English law. Any dispute (including, without limitation, any non-contractual dispute or claim) arising from or in connection with these Conditions or a Ticket Holder's attendance at a Match will be submitted to the non-exclusive jurisdiction of the English courts. Notwithstanding the foregoing, IDI reserves the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with English law.

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