

## Varsity Terms and Conditions

Your attendance at any Varsity event signifies your agreement to comply with the following terms and conditions of attendance by Bournemouth University (BU):

1. Only the holder of a valid ticket will be permitted entry to the Varsity event. All attendees must either pre-register or purchase a ticket on the day of the event. Tickets will be available in advance with a limited amount available on the day at the discretion of event organisers.
2. All attendees will receive a wristband or lanyard that must be worn during the event.
3. You are not permitted to bring prohibited items (listed below at paragraph 27) to any Varsity event. Any prohibited items found to be in your possession will be confiscated and may not be returned.
4. BU's selected security provider reserves the right to search all persons entering the event. Possession of prohibited items or refusal to be searched will result in you being refused entry into the event and you will not be eligible for a refund.
5. You agree to comply in all respects with all applicable health and safety, security, fire and other rules and regulations in force at the event, together with the house rules of any venue in which an event is held.
6. You agree to comply with instructions issued in relation to an event by the event organisers or staff.
7. No entry to any Varsity event is permitted after 17:00 hours.
8. All students have to abide by their University student charters and relevant codes of conduct at all times.
9. Entry to events is at the discretion of event organisers, who have the right to refuse access or eject patrons. In particular, event organisers reserve the right to:
  - a. Refuse admittance to anyone who arrives late for an event;
  - b. Refuse admittance to anyone where a venue is at full capacity;
  - c. Refuse admittance to anyone noticeably under the influence of alcohol or any other behaviour modifying substance;
  - d. Refuse admittance or eject patrons from events if they do not abide by the rules or regulations or comply with staff instructions;
  - e. Refuse admittance or eject patrons from events in the event of anti-social behaviour.
10. Event organisers reserve the right to cancel an event or alter the programme where necessary without prior notice. Please note BU will not be liable for any travel or accommodation costs or other out of pocket expenses that patrons may incur should a cancellation or alteration take place.
11. Access to the event is strictly for those over the age of 18.
12. Varsity operates a Challenge 25 policy which will be in force at all bars and ID will be needed to purchase alcohol.
13. Bournemouth University retains the right to all intellectual property rights in materials produced or delivered for or captured at the event.
14. Materials may not be copied without express written permission from the event organisers.
15. Varsity events may be filmed or photographed for teaching or promotional purposes. Images may be used in press releases, social media posts, printed publicly (and displayed on BU campuses) and published on BU and Solent social media channels.

They will be stored securely for 5 years, after which the photos will be deleted. If you would like to see your images, or would like us to delete them, please email [TeamBU@bournemouth.ac.uk](mailto:TeamBU@bournemouth.ac.uk) at any time.

16. You are consenting to this use of your personal data by participating in or attending any Varsity event and authorise use of your image for University teaching or promotional purposes.
17. The use of professional cameras, video or recording equipment is strictly prohibited without the prior permission of the event organisers.
18. Animals (with the exception of assistance dogs) are not permitted at any Varsity event.
19. English law shall apply to these terms and conditions and the courts of England and Wales shall have exclusive jurisdiction.

#### Limitation of liability

20. You acknowledge that there is an inherent risk of injury (including permanent injury and even death) when undertaking exercise and that you understand the dangers and risk in undertaking physical exercise. This includes but is not limited to serious neck and spinal injuries, injury to bones, joints, ligaments, muscles, and tendons. You further acknowledge that there is an inherent risk of injury in attending a sporting event (for example being hit by a ball). By attending the event, you voluntarily assume such risks.
21. You understand and accept that BU shall only be liable for personal injury or death where this arises from BU's, its employees', or its agents' negligence.
22. BU shall not be liable, whether in tort, contract, law or otherwise, for any indirect or consequential losses in connection with your participation in or attendance at any Varsity event including:
  - a. loss of income or revenue, loss of profit, loss of business, loss of anticipated savings or loss of data.
23. BU's maximum liability in contract, tort (including negligence) or otherwise shall be limited to:
  - a. £50,000,000 for any one event; and to losses, damages and injury which are reasonably foreseeable.
24. Nothing in these Terms shall limit or restrict BU's liability for liabilities which cannot be excluded by law, including without limitation:
  - a. death and / or personal injury arising from BU's negligence or the negligence of BU's employees, agents or subcontractors, from fraud or fraudulent misrepresentation.

#### Refund Rights

25. Athlete tickets - you are entitled to a full refund within the first 14 days after purchase, or if the Varsity event is cancelled. To do this you must notify BU through [TeamBU@bournemouth.ac.uk](mailto:TeamBU@bournemouth.ac.uk). Ticket refunds after that time will be at BU's sole discretion.  
Spectator tickets - are not refundable unless the Varsity event is cancelled, in which case you are entitled to a full refund.
26. In accordance with the Proceeds of Crime Act 2002 and UK anti-Money Laundering legislation, the BU refund policy requires that refunds must be in the same form, and

to the same account, as the payment originally received. Please therefore ensure that, if paying by card, you retain (and provide if requesting a refund) the original card receipt in addition to the proof of purchase. For payments made online you will need to provide the online payment reference number.

#### Prohibited items

27. The following items are prohibited at the event:

- Illegal drugs or unidentifiable substances, liquids or pills
- Nitrous oxide and associated equipment
- Alcohol
- Any items which may reasonably be considered for use as a weapon; this includes any item which may cause danger, offence or disruption to any other person
- Camping gas canisters or barbecues
- Glass bottles or containers (does not include perfume bottles etc)
- Paint spray cans
- Laser equipment
- Fireworks, flares or any other pyrotechnics
- Smoke canisters
- Chinese lanterns
- Klaxons, air horns, megaphones or other items capable of making loud noise
- Drones
- Flags and banners
- Gazebos or parasols

28. We reserve the right to prohibit any other item if in the reasonable opinion of the organisers it could constitute a risk to safety or security.