

Promoter Terms and Conditions

By setting up an account with us you agree that you are the Promoter according to the definition below, and you will be deemed to have accepted and agreed to all these terms and conditions and obligations of the Promoter.

You are responsible and liable for ensuring that anyone using the Website via your Promoter login details complies with these terms and conditions.

In these terms and conditions;

"you" or the "Promoter"

means a third party promoter or supplier of Tickets for the Shows which may include a venue, artist, promoter or Event organiser.

"we" and "us"

means Big Difference Company Ltd (registered as a company in England and Wales, number 3121538), whose registered office is at 30 Nelson Street, Leicester, LE1 7BA.

"Customers"

means persons acquiring entry to Shows whether by Tickets or otherwise.

"Event"

means the festival, season, tour or other series of performances organised by us in which you participate

"Event Guidelines"

means our published guidelines setting out the requirements for Promoters for participation in the Event and the technical requirements for the reproduction of the Event Marks, as these guidelines may be amended by us from time to time.

"Event Marks"

means the marks, designations, names, descriptions, logos and other Intellectual Property Rights associated with either or both the Event and the Sponsor which we from time to time notify to you through the Event Guidelines, the Website or otherwise.

"Intellectual Property Rights"

means all copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, performer's rights, rights in goodwill or to sue for passing off, unfair competition rights, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, these rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Show"

means the individual show or shows comprised in the Event as advertised on our Website for which Tickets are available.

"Sponsor"

means any entity or entities with whom we from time to time arrange support for our activities and which we from time to time notify to you through the Event Guidelines, the Website or otherwise.

"Tickets"

means all tickets, permits, passes, conditions of entry and other authorisations for entry to Shows.

"Website"

means the website or websites on which we make Tickets available and from which we promote the Event and the venue administration area or areas of these websites.

Promoter's obligations

You confirm that you are authorised to appoint us as your agent in respect of the Shows and that all rights and permissions have been obtained to enable us to promote the Shows.

You, the Promoter, agree in a timely and efficient manner

- To pay full Registration and Show fees within 30 days being invoiced.
- To comply with the Event Guidelines and in particular to use the Event Marks strictly in accordance with the manner and style set out in the Event Guidelines.
- To refer to the Sponsor as the official sponsor of the Event and not to do or permit to be done anything which may adversely affect the goodwill, reputation or standing of the Sponsor.
- To provide accurate, complete and up to date information about all Shows for which you make Tickets available for sale via the Website, and to maintain that information up to date. Such information includes but

is not limited to the accurate description of the Event, Event date and start time, venue, location, venue opening times, age restrictions and any other relevant restrictions.

- To permit the use by the Sponsor of material from Shows subject to obtaining any requisite consents from performers and others with Intellectual Property Rights in Shows.
- To bring to the attention of the Customers any additional restrictions and/or terms and conditions applicable to the Event which are not expressly stated in our terms and conditions You also authorise us to enter into the Customer terms and conditions on your behalf with the Customer.
- To provide the accurate face value price information for all Tickets you make available for sale.
- To add links to the relevant pages on the Website and include these links in all relevant email marketing you do for your Shows unless we expressly request otherwise of you.
- Not to upload or submit information to the Website which is untrue, defamatory, obscene or abusive or otherwise objectionable or in breach of any applicable laws or rights of third parties.
- That you have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the Website is free from viruses and anything else which may have a contaminating or destructive effect on any part of the Website or any other technology.
- Not to use the name, address, URL or any other details of the Website or any details of Big Difference Company Ltd or of the Sponsor on illegal or unauthorised flyposting, or in any other publicity activities that may be illegal or contravene local by-laws or planning restrictions.

Refunds, cancellation, rescheduling of Shows

If;

(a) a Show is cancelled;

(b) a Show is moved to another date and/or time; or

(c) there is a material change to the acts or performers scheduled to appear at a Show or to the venue; (i.e. the Show is "significantly changed")

then and in each such case you must inform us immediately with full, accurate and up-to-date details of that change.

If a Show is cancelled, we will enforce our right to the full participation fee for each show that you submit.

If a Show is moved to another date, or if details of the Show are significantly changed, we will attempt to advise Customers on our website that the Show has been rescheduled or significantly changed and that their Tickets are still valid for the rescheduled or significantly changed Show (which you hereby confirm that they will be).

Access to the Website and content

We will endeavour to allow uninterrupted access to the Website, but access to it may be suspended, restricted or terminated at any time.

We reserve the right to change, modify, substitute or remove without notice any information on the Website from time to time.

We assume no responsibility for the contents of any other websites to which the Website has links.

You shall retain ownership of all copyright in data you submit to the Website. You grant us a worldwide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.

Data Protection and confidentiality

You undertake and warrant that you will only permit personal data passed to you pursuant to these terms and conditions to be processed in accordance with all applicable data protection legislation. In particular you will process data using adequate security and only as authorised by us. For the purposes of this provision "processing" and "personal data" shall have the same meanings as given in the Data Protection Act 1998.

You undertake to keep confidential all information about our business which is disclosed under an explicit or implied duty of confidentiality, including (without limitation) that which is stamped confidential and/or which relates to our Customers, other partners, accounts and technology. This provision shall not apply in respect of information which comes into the public domain other than as a result of an obligation of confidentiality or disclosure of which is expressly required by law provided that you have notified the same to us in advance.

Liability

We use reasonable endeavours to ensure that the data on the Website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. We do not monitor, verify or endorse information submitted by third parties including Promoters for posting on the Website. To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Website. We do not guarantee that the Website will be fault free and do not accept liability for any errors or omissions.

Due to the nature of electronic transmission of data over the Internet, any liability we may have for any losses or claims arising from an inability to access the Website, or from any use of the Website or reliance on the data transmitted using the Website, is excluded to the fullest extent permissible by law. In no event shall we be liable for any indirect loss, consequential loss, loss of profit, data, revenue, business opportunity, anticipated savings, goodwill or reputation whether in contract, tort or otherwise arising out of or in connection with these terms and conditions or use of the Website save where such liability cannot be excluded by law. In respect of all other loss or damage arising under or in connection with these terms and conditions our liability is (to the maximum extent permitted by law) limited to £25,000 per claim.

We do not give any warranty that the Website is free from viruses or anything else which may have a harmful effect on any technology and you should take your own safeguards in this area.

Username and password

On registering with us, we provide you with a username and password which must be used in order to access certain restricted parts of the Website. The username and password are personal to you and are not transferable.

Your username and password are the methods used by us to identify you and so are very important. You are responsible for all information posted on the Website by anyone using your username and password. Any breach of security of a username and password should be notified to us immediately.

You may not adapt or circumvent the systems in place in connection with the Website, nor access the Website other than through normal operations.

Data submitted by Promoters

We reserve the right (without limiting our rights to seek other remedies) to remove offending material placed on the Website that (after it has been brought to our attention) we consider to constitute a misuse of the Website or which is otherwise harmful to other users of the Website.

Indemnity

You undertake to indemnify us and keep us indemnified fully at all times against all claims, demands, actions, proceedings, damages, losses (including without limitation, economic loss), costs and expenses made or brought against or incurred by us which are attributable either directly or indirectly to any act default or omission on your part in carrying out your obligations under these terms and conditions, including but not limited to failing to provide the correct Ticket pricing and Show information, failure to inform the Customer of additional conditions applicable to the Show, failure to comply with the Event Guidelines, misuse or unauthorised use by you or your Customers of the Event Marks or of the Intellectual Property Rights of the Sponsor, use of Our details in any unauthorised publicity and in respect of any third party claim for breach of their rights arising as a result of our appointment under these terms and conditions. We reserve the right to deduct from money due to you the costs and expenses of any such claims, demands, actions, proceedings that may be made against us.

Variations

We may modify any of these terms and conditions at any time by publishing the modified terms and conditions on the Website. Any modifications shall be effective unless you object to them within 3 days of the modified terms and conditions being published on the Website.

General

The rights, powers and remedies conferred on any party by these terms and conditions and remedies available to any party are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise.

Either party may, in whole or in part, release, compound, compromise, waive, or postpone, in its absolute discretion, any liability owed to it or right granted to it in these terms and conditions by the other party without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

If any provision of any of the terms and conditions on the Website is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of the terms and conditions shall not be affected.

These terms and conditions set out the entire agreement and understanding between the parties in respect of the subject matter of the terms and conditions.

English Law governs all of these terms and conditions and each party submits to the exclusive jurisdiction of the English courts in respect of any dispute arising under these terms and conditions.

All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.

No part of these terms and conditions is enforceable by anyone who is not a party to it, pursuant to the Contracts (Rights of Third Parties) Act 1999 except the following terms and conditions may be enforced by the Customer in their own right; "Promoter's Obligations" and "Refunds, cancellation, rescheduling of Shows".

Contact details

We can be contacted via our office:
LCB Depot
31 Rutland Street
Leicester
LE1 1RE

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Or by email at info@bigdifferencecompany.co.uk