# <u>Davis Cup Finals:</u> Conditions of Entry

These Conditions of Entry shall apply to all ticket holders (Visitors) of the Davis Cup Finals in 2022.

Entry to these Events requires a valid ticket or other authorisation (such as a valid wristband, pass, and accreditation or swing tag) which must be retained at all times and implies acceptance of the following Conditions of Entry. All Visitors shall also be bound by the LTA Disciplinary Code and the LTA Code of Conduct contained within it.

If Visitors fail to comply with the Conditions of Entry, the LTA reserves the right to deny entry and/or evict Visitors from the grounds, without refund or compensation, and the LTA may take such further action as it determines including but not limited to prohibiting attendance at future LTA Events.

The requirements set out in these Conditions of Entry are in addition to the requirements detailed in the LTA "<u>Ticket Terms and Conditions</u>" available here: https://www.lta.org.uk/fan-zone/gb-teams/davis-cup/tickets/terms-and-conditions/.

#### The **Event is**:

Davis Cup Finals - Glasgow

For the purpose of these Conditions of Entry the "Venue" means the Emirates Arena.

The LTA reserves the right to update and/or amend these Conditions of Entry without prior warning.

### COVID-19

One of the main purposes of these Conditions of Entry is to ensure the safety of all those that visit and/or work at the Events. The situation with the COVID-19 pandemic is ever-changing, and all Visitors are advised that they must comply with the updated government advice which is available at https://www.gov.uk/coronavirus.

Visitors agree to comply with all such protocols and guidance as are in place for the Event, including but not limited to:

- Any COVID-19 health and safety protocols provided to such Visitor in advance of or during the Event including wearing of face coverings.
- Any social distancing requirements in and around the Venue.

If Visitors fail to comply with these Conditions of Entry and/or any protocols in place for the Event, the LTA reserves the right to refuse admission to and/or eject Visitors from the Venue, without refund or compensation. In addition, whilst we are working hard to reduce the COVID-19 risks of attending an Event, only Visitors themselves can decide whether or not attending an Event is the right decision for them.

### **Security Checks**

1) Visitors may be subject to security checks and bag or body searches throughout the Venue where we believe there may have been a breach of the Ticket Terms and Conditions, these Conditions of Entry and/or in response to suspicion or evidence of wrongdoing. The LTA and the Venue owner reserve the right to limit items which may be brought into, or taken out of, the Venue and the LTA may confiscate such items, and search bags, and persons before granting entry to or exit from the Venue and other facilities. The LTA and the Venue owner take no responsibility for personal property brought onto the Venue.

### **On-Site Behaviour and Etiquette**

2) The LTA and the Venue owner are entitled to refuse admission or re-admission to, or to eject from, the Venue any person at any time. Any person in breach of these Conditions of Entry will not be entitled to a refund.

- 3) Visitors are not permitted to bring food and non-alcoholic drinks to the Venue. Visitors may not bring any alcohol to the Venue.
- 4) Mobile phones must be switched off or put on silent during play. Professional video equipment is not permitted at the Venue. Flash photography is forbidden in the vicinity of the courts and in the grandstand seating. Photographic equipment with lenses of more than 300mm when extended are not permitted.
- 5) No person (unless otherwise authorised) may collect, disseminate, transmit, publish or release from the Venue any match scores or related statistical data during match play (from the commencement of a match through to its conclusion) for any commercial, betting or gambling purpose,
- 6) The LTA and the Venue owner reserve the right to demand any individual reasonably suspected to be using a mobile telephone, tablet, radio or other communication or electronic device in an antisocial manner or to be engaging in suspicious activity (including but not limited to the provision of information for betting purposes) to cease using such device immediately and the LTA and the Venue owner may confiscate such device and may eject any such individual from the Venue (with no refund).
- 7) No unauthorised person is permitted on the courts (or any adjacent area to which spectators are not generally admitted) and no person may remain in a gangway, entrance, exit or staircase at any time, in each case unless directed by an Event steward to do so or with lawful authority or excuse.
- 8) No charitable or other collection shall be undertaken within the Venue except with the specific prior written authorisation of the LTA.
- 9) No gambling activities are permitted at any event held by the LTA.
- 10) To the maximum extent permitted by law, the LTA and the Venue owner hereby exclude any liability for loss, injury or damage howsoever caused to persons/property in or around the Venue.
- 11) Neither the LTA nor the Venue owners shall be responsible for any interrupted and/or restricted view.
- 12) The Venue will close 60 minutes after the last match finishes or such other time at the discretion of the LTA.
- 13) Whilst at the Venue, Visitors must strictly follow all signage and all instructions given by staff and stewards.
- 14) No Visitor may offer or distribute (either for free or for sale) within the Venue any consumer article or commercial product of any nature.
- 15) Excessive singing, cheering and shouting is not permitted.
- 16) Racial, homophobic, sexual, sectarian, racial or discriminatory abuse, chanting or harassment is strictly forbidden and will result in arrest and/or ejection from the Venue. If any Visitor abuses any player, spectator, member of staff or any other individual in or around the Venue, they will face arrest and prosecution by the police. We reserve the right to impose a ban on any Visitor. Any person receiving an official caution or found guilty in a court of law of an offence involving racist, homophobic or sectarian behaviour or abuse against any spectator, official or player may be banned from all future Events.
- 17) Smoking (including electronic cigarettes and all other electronic smoking devices) is prohibited throughout the Venue save only for designated smoking areas.
- 18) The following activities are prohibited in the Venue at all times:
  - a. being (or appearing to be) intoxicated;
  - b. persistent standing in seated areas whilst play is in progress;
  - c. the possession of a banner or flag that bears material or slogans that are offensive, obscene, abusive or racist;
  - d. the throwing of any object within the Venue that may cause injury or damage to people or property without lawful authority or excuse;

- e. the use of foul, abusive, racist, homophobic and/or sectarian language and/or gestures;
- f. the chanting of anything of an indecent, racist, homophobic or sectarian nature; and
- g. fighting, or engaging in and/or inciting violence.

### **Entering and Leaving the Venue**

- 19) All Visitors must check their tickets and/or passes to ensure they are entering the Venue at the preassigned entrance and on the correct date, in order to minimise congestion.
- 20) When leaving the Venue, Visitors are asked to follow the instructions given by stewards, are not permitted to run, and are asked to allow extra time for departing the venue to maximise safety and social distancing.
- 21) Visitors must not gather in groups outside the Venue, in the local area, or when travelling to or from the Venue.

### **Permitted Items**

- 22) There are no onsite left luggage or storage areas at the Venue and items, including prams and wheelchairs, may not be left unattended. Items larger than 40cm x 30cm x 30cm cannot be brought into a Venue. Each Visitor is permitted to bring a maximum of one bag per person (no larger than 40cm x 30cm x 30cm) and one small item per person (no larger than 20cm x 15cm x 15cm).
- 23) A limited number of foldable wheelchairs may be left at the designated wheelchair parking point if a space has been pre-booked. Such wheelchairs are left at the owner's own risk and will not be left under cover. Other items cannot be left with the wheelchair.
- 24) No dogs are allowed in the Venues, except for registered guide dogs. Registered guide dogs are allowed in the disabled areas on each given show court. Individuals wishing to access show courts with their registered guide dog must buy a ticket for the wheelchair area.

#### Recording content related to the Event

- 25) We may from time to time create images, audio footage and/or audio-visual footage of Visitors attending the Venue. We own all rights in such images and footage and shall be entitled to use the same for the purpose of:
  - a. promoting the LTA and its commercial partners; and
  - b. any other commercial activity,
  - provided that such use does not intentionally harm the reputation of the relevant individual whose image is used and subject to any right a Visitor may have to object to the foregoing as set out in the <a href="LTA's privacy policy">LTA's privacy policy</a> available at <a href="https://www.lta.org.uk/about-us/what-we-do/governance-and-structure/policies-and-rules/privacy-policy/">https://www.lta.org.uk/about-us/what-we-do/governance-and-structure/policies-and-rules/privacy-policy/</a>.
- 26) Each Visitor acknowledges and agrees that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) may be used (by us or by a third party, such as a law enforcement body) to identify that person as an individual, where permitted by data protection laws, for the purposes of preventing or detecting crime, or any breach of these Terms and Conditions and/or the Conditions of Entry.
- 27) Each Visitor agrees that the Event is public, and that their appearance and actions inside and in the perimeter of the Venue are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at the Venue.
- 28) Save as set out in Condition 29 below, no Visitor (save for properly authorised and accredited media personnel acting within the scope of such authorisation and accreditation) shall capture, log, record, transmit, play, issue, show or otherwise communicate (by digital or other means) any audio, visual or audio-visual material or any information or data whilst at the Venue that is related to the Event, the players, officials and/or other persons attending the Event and/or the Venue ("Material"), nor may any Visitor bring into the Venue or use within the Venue (or provide to, facilitate or otherwise assist another person to use within the Venue) any equipment or technology which is capable of capturing, logging, recording, transmitting, playing, issuing, showing or otherwise communicating (by digital or other

means) any such Material. Any person acting in breach of this provision may have such equipment or technology confiscated and/or will be required to deliver up any tapes, films, disks, memory cards, memory sticks or other recordings of the Venue (and all copies thereof) in whatever form, to the LTA.

- 29) Mobile telephones and other mobile devices are permitted within the Venue provided that:
  - a. they are used for personal and private use only (which, for the avoidance of doubt and by way
    of example only, shall not include the capturing, logging, recording, transmitting, playing,
    issuing, showing, or any other communication of any Material for any commercial purposes);
    and
  - b. no Material that is captured by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.
- 30) The copyright, database right and all other rights, title and interest in and to all Material that any Visitor produces at the Venue (whether produced in breach of Condition 28 above, or otherwise) is hereby assigned to us, including by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988. Each Visitor further agrees (if and whenever required to do so by us) to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to us absolutely and with full title guarantee.

## **Prohibited Items**

- 31) The following items are prohibited from each Venue:
- a) drones, large flags (exceeding 60cm x 60cm), banners, rattles, klaxons, oversized hats, selfie sticks, picnic chairs, gazebos, fireworks, firecrackers, flares, smoke canisters, smoke bombs, laser devices, air horns, knives, large corkscrews, pyrotechnics, bottles, glass vessels, cans, poles, illegal drugs/substances, any article that might be used as a weapon and/or compromise public safety or any items which may (in the opinion of the LTA) cause an obstruction or nuisance; and
- b) all promotional or commercial items of whatever nature, or items containing religious or political messaging or offensive statements, including but not limited to banners, signs, clothing, symbols, marketing materials and leaflets (unless expressly authorised by the LTA).

Any such items will be confiscated and handed to security staff for disposal (without any liability for the LTA or the Venue owner), and may not be reclaimed. Visitors in possession of such items may be refused entry to or ejected from the Venue, without a refund, and/or referred to the police if appropriate.

### **General**

- 32) These Conditions of Entry may be printed in abbreviated form on each ticket or e-ticket. In the case of any conflict or ambiguity between these Conditions of Entry and the abbreviated form printed on a ticket or e-ticket, these Conditions of Entry will prevail.
- 33) These Conditions of Entry shall be governed by the laws of England and Wales. Any dispute arising from or in connection with these Conditions of Entry shall be subject to the exclusive jurisdiction of the English courts, save that if a Visitor is a consumer who is resident in the UK or the European Union and has purchased a ticket:
  - a. such dispute shall be subject to the jurisdiction of at the Visitor's discretion either the competent court of England, or to the competent court of such Visitor's country of habitual residence is within the UK or is an EU Member State (but only, if this country of habitual residence is an EU Member State, we direct the Ticketing Platform (as defined in the Ticket Terms and Conditions) to (and/or we pursue our commercial or professional activities in relation to the Ticketing Platform in) such EU Member State), which courts are with the exclusion of any other court competent to settle any of such a dispute; and
  - b. we shall bring any dispute which may arise under these Conditions of Entry to the competent court of such Visitor's country of habitual residence if this is in an EU Member State (but only where we direct the Ticketing Platform to (and/or we pursue our commercial or professional

activities in relation to the Ticketing Platform in) such EU Member State), or otherwise the competent court of England.