

## **2022 WIMBLEDON CHAMPIONSHIPS TICKET BALLOT AND TICKET OFFER TERMS AND CONDITIONS**

### **1. INTRODUCTION**

- 1.1 LTA Operations Limited (the “**LTA**”) will operate multiple ballots in respect of tickets to the 2022 Wimbledon Championships (the “**Championships**” and each ballot being a “**Ballot**”), as well as certain other ticket offers and promotions (each an “**Offer**”).
- 1.2 The Championships are owned and staged by The All England Lawn Tennis Club (Championships) Limited incorporated and registered in England and Wales with number 7546773 with its registered office at Church Road, Wimbledon, England SW19 5AE (the “**AELTC**”).
- 1.3 Each Ballot and Offer is designed for a different sector of the tennis community, and accordingly might be subject to different eligibility criteria, opening and closing dates, etc, which are detailed in the rules of the applicable Ballot, available [here](#) (“**Ballot Rules**”) or, in respect of an Offer, in the promotional material relating to such Offer that references these terms and conditions (the “**Offer Materials**”). However, all Ballots and Offers are governed by these terms and conditions (the “**Terms**”).
- 1.4 In the event of a conflict between:
  - 1.4.1 these Terms and the Ballot Rules of the applicable Ballot, the Ballot Rules shall prevail in respect of such Ballot; or
  - 1.4.2 these Terms and the Offer Materials of the applicable Offer, the Offer Materials shall prevail in respect of such Offer.
- 1.5 In these Terms all references to a “**participant**” are to either:
  - 1.5.1 consumers, being individuals seeking to participate in a Ballot or Offer for purposes that are wholly unconnected with their trade, business, craft or profession; or
  - 1.5.2 “**Professional Users**”, being individuals or entities seeking to participate in a Ballot or Offer for purposes that are connected with their trade, business, craft or profession (and any individual participating in a Ballot or Offer on behalf of a Professional User warrants to the LTA that it has the power and authority to bind the Professional User on whose behalf it is participating in such Ballot or Offer). For the avoidance of doubt, Tickets purchased in accordance with these Terms of Sale may only be used for purposes related to the trade, business, craft or profession of an individual where such use is expressly permitted by the LTA or the AELTC.

### **2. ELIGIBILITY**

- 2.1 In order to participate in a Ballot, a participant must:

- 2.1.1 either be at least 18 years of age or, if they are below 18 years of age, have the permission of their parent or legal guardian to participate in the Ballot; and
  - 2.1.2 satisfy the eligibility criteria for such Ballot, which are detailed in the applicable Ballot Rules (the “**Ballot Eligibility Criteria**”).
- 2.2 In order to participate in an Offer, a participant must:
- 2.2.1 either be at least 18 years of age or, if they are below 18 years of age, have the permission of their parent or legal guardian to participate in the Offer; and
  - 2.2.2 satisfy the eligibility criteria for such offer set out in the applicable Offer Materials (the “**Offer Eligibility Criteria**” and, together with the Ballot Eligibility Criteria, the “**Eligibility Criteria**”).
- 2.3 If a participant satisfies the Eligibility Criteria for more than one Ballot or Offer, they may enter each Ballot or Offer for which they are eligible. However, a participant may not enter any particular Ballot or Offer more than once.

### 3. HOW TO ENTER

- 3.1 If a participant satisfies the applicable Eligibility Criteria, then:
- 3.1.1 in order to participate in a Ballot, such participant must follow the entry instructions in respect of the applicable Ballot, which are detailed in the applicable Ballot Rules (“**Ballot Entry Instructions**”). In respect of some Ballots, this might mean that the participant needs to opt-in to participate in a Ballot; however, in respect of other Ballots participants might be required to submit an application or take some other step in order to enter. Please check the Ballot Entry Instructions carefully; and
  - 3.1.2 in order to participate in an Offer, such participant must follow the entry instructions set out in the applicable Offer Materials (“**Offer Entry Instructions**” and, together with the Ballot Entry Instructions, the “**Entry Instructions**”).
- 3.2 The Entry Instructions will detail what steps a participant must take in order to participate in the applicable Ballot or Offer, including (among other things) the opening dates and closing dates for entries into the applicable Ballot or Offer. In all cases, any Ballot or Offer entries submitted prior to the applicable opening date or after the applicable closing date will not be accepted.
- 3.3 Please note that for Ballots that operate an opt-in process, safeguarding checks may be undertaken by the LTA’s Safeguarding Team on participants once the opt-in deadline closes. Individuals who do not satisfy the LTA’s safeguarding requirements will not be able to participate in a Ballot and will be contacted by the LTA accordingly.
- 3.4 Each participant is responsible for ensuring that the details that they supply when entering a Ballot or Offer are correct.

### 4. WINNER SELECTION

- 4.1 In respect of Ballots, the date on which the winners of the applicable Ballot will be drawn is set out in the applicable Ballot Rules (the “**Ballot Winner Date**”).
- 4.2 In respect of Offers, the date on which the winners of the applicable Offer will be drawn are set out in the Offer Materials (the “**Offer Winner Date**” and, together with the Ballot Winner Date, the “**Winner Date**”).
- 4.3 The winners of the applicable Ballot will be selected at random by an automated computer programme from all eligible entries for such Ballot on the applicable Winner Date; and the winners of the applicable Offer will be selected in accordance with the process set out in the Offer Materials on the applicable Winner Date (with each such winner of a Ballot or Offer being a “**Winner**”).
- 4.4 Following the selection of the Winners on the applicable Winner Date, the Winners will be notified by email that they have won (“**Winner Notification**”). Please note that the LTA will not be liable if a participant does not view their Winner Notification because it has been filed in a ‘Spam’ or ‘Junk’ folder (and participants should update their email preferences accordingly to ensure that they receive their Winner Notification into the appropriate mailbox).
- 4.5 Participants acknowledge and agree that the LTA may make the name and county of residence of each Winner available to the Advertising Standards Authority (or equivalent regulator) on request.

## 5. **TICKETS**

- 5.1 Each Winner of a Ballot or Offer will have the right to have the LTA procure the opportunity for the Winner to purchase the tickets to the Championships that are detailed in their Winner Notification (each a “**Ticket**”) from the LTA in accordance with the LTA’s ticket terms of sale (“**Terms of Sale**”, which will be notified to the Winner in their Winner Notification). The Winner of a Ballot will have the right to have the LTA procure the opportunity to purchase the number and type of Tickets set out in the applicable Ballot Rules or Offer Materials.
- 5.2 Please note:
  - 5.2.1 wheelchair users or other participants (or their guests) who require disability seating must ensure that the Tickets that they enter a Ballot in respect of are for disability seats. If a person requiring disability seating attempts to enter the Championships using any Ticket other than a disability seating Ticket, they may be refused access to the seat detailed on their Ticket; and
  - 5.2.2 a Ticket must be used on the day of the Championships shown on such Ticket. Any person seeking to gain access to the Championships on a day other than that shown on their Ticket will be refused entry and/or be required to exit the premises of The All England Lawn Tennis Club.
- 5.3 There are no alternative rewards or prizes available for participating in a Ballot or Offer. The right of a Winner to have the LTA procure the opportunity to purchase Tickets is non-transferable and cannot be resold. Once purchased, no Tickets may be resold other than in accordance with the Terms of Sale.

- 5.4 All costs and expenses in attending the Championships if the Winner chooses to take the opportunity to purchase the Tickets from the LTA are the sole responsibility of the Winner.
- 5.5 A Winner may only purchase Tickets in their own name and must provide the names of any other person who will make use of any other Ticket (if applicable) that they purchase. If a Winner purchases a single Ticket, the Winner must be over 16 years of age (on the Championship date to which such Ticket relates) in order to use such Ticket. If a Winner purchases more than one Ticket, either the Winner or a guest using another Ticket that the Winner has purchased must be over 16 years of age (on the Championship date to which such Ticket relates) in order for any person under 16 years of age to use any such Ticket.
- 5.6 Any Winner that chooses to purchase Tickets hereby agrees that they shall comply with (and shall ensure that any guest of the Winner using another Ticket that the Winner has purchase shall comply with) the Terms of Sale, the terms and conditions of sale published by AELTC (available [here](#)), and the conditions of entry published by AELTC (available [here](#)) (with such Terms of Sale, terms and conditions of sale and conditions of entry together being the “**Ticket Terms**”). Each Winner must ensure that they have read and understood such Ticket Terms prior to concluding a contract with the LTA for the purchase of Tickets. Please note that the Ticket Terms include restrictions on transfer, a retention of title (such that the Ticket remains the property at all time of AELTC), and provisions that allow for holders of Tickets that have been the subject of unauthorised transfer or other breaches of the Ticket Terms to be refused entry to, or ejected from, the Championships.

## 6. GENERAL

### Enforcement of these Terms

- 6.1 The LTA reserves the right at any time, in its absolute discretion, to: (a) verify the eligibility of any participant (including their age and place of residence); and (b) disqualify from any or all Ballots and/or Offers any participant found to be abusing or tampering with the operation of a Ballot or Offer or entering using fraudulent means, or who the LTA believes to have acted in breach of these Terms or any Ballot Rules or Offer Materials in any way.
- 6.2 Any participant who is disqualified from a Ballot or Offer or breaches these Terms or any Ballot Rules or Offer Materials may (at the discretion of the LTA, and without limiting any other rights or remedies available to the LTA, including to take legal action or initiative any disciplinary procedure or apply any sanction within the scope of the LTA’s rules and regulations (available [here](#))) be prohibited from participating in any future ballots or offers for tickets to future editions of the Championships and/or from attending the Championships (and/or any future editions of the Championships).

### Severability

- 6.3 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect

## Liability

- 6.4 Nothing in these Terms excludes or limits either Party's liability for: (a) death or personal injury caused by its own negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which may not be limited or excluded under applicable law.
- 6.5 If a participant is a Professional User then, subject to clause 6.4:
- 6.5.1 in no event shall the LTA be liable to such participant for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise; and
- 6.5.2 the LTA's total aggregate liability to such participant in respect of any loss or damage suffered and arising out of or in connection with these Terms, whether in contract, tort (including negligence) or otherwise shall not exceed a sum equal to £200.
- 6.6 If a participant is a consumer then, subject to clause 6.4:
- 6.6.1 if the LTA fails to comply with these Terms, the LTA is responsible for loss or damage such participant suffers that is a foreseeable result of the LTA's breach of these Terms or its negligence, but the LTA is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the LTA's breach or if it was contemplated by such participant and the LTA at the time that these Terms became binding on both the LTA and such participant;
- 6.6.2 nothing in these Terms affects such participant's statutory rights. Advice about such participant's statutory rights is available from their local Citizens' Advice Bureau or Trading Standards Office; and
- 6.6.3 the LTA's total aggregate liability to such participant in respect of any loss or damage suffered and arising out of or in connection with these Terms, whether in contract, tort (including negligence) or otherwise shall not exceed a sum equal to £200.

## Events beyond the LTA's control

- 6.7 The LTA reserves the right to extend, withdraw, alter or suspend any Ballot or Offer or these Terms at any time if circumstances beyond its control make this unavoidable. Please also note that:
- 6.7.1 the cancellation of the Championships;
- 6.7.2 the staging of the Championships behind closed doors or with reduced capacity; and/or
- 6.7.3 the rules, regulations and/or advice of any government and/or other regulatory body requiring or recommending that access to the Championships is limited to certain persons,

would each constitute circumstances beyond the control of the LTA (because the organisation of the Championships is a matter solely for the AELTC) and accordingly if the Championships are cancelled or the format of the Championships is otherwise altered (including, for example, as set out above in clauses 6.7.2 and 6.7.3), the LTA reserves the right to cancel any Ballot(s) or Offer(s) relating to such cancelled Championships.

#### Personal data

- 6.8 All personal data submitted in connection with any Ballot or Offer will be processed by the LTA for the purposes of administering and managing the Ballot or Offer and Tickets (where applicable) and verifying the eligibility of each participant. Data that is collected from or about participants will be used in accordance with the LTA's Privacy Notice, a copy of which can be found [here](#).

#### Governing law and jurisdiction

- 6.9 Each Ballot and Offer, and these Terms (as well as any Ballot Rules and Offer Materials), and any dispute or claim arising out of or in connection with them, are governed by English law.
- 6.10 Any proceedings arising out of or in respect of a Ballot, an Offer or these Terms (as well as any Ballot Rules and Offer Materials) shall:
- 6.10.1 If the participant is a Professional User, be subject to the exclusive jurisdiction of the English courts; and
- 6.10.2 if the participant is a consumer, be subject to the jurisdiction of the English courts save that if the participant is resident in either Scotland or Northern Ireland, the LTA will bring proceedings in the Scottish or Northern Irish courts (as applicable) and the participant may bring proceedings in either the Scottish or Northern Irish courts (as applicable) or the English courts.

#### Language and filing

- 6.11 Each Ballot and Offer process is only available in the English language, and the LTA will not file any copy of any contract entered into between a participant and the LTA relating to a particular Ballot or Offer.

#### Contact information

- 6.12 LTA Operations Limited is a company registered in England under company number 07475460, whose registered office is at The National Tennis Centre, 100 Priory Lane, Roehampton, London, SW15 5JQ, and whose VAT number is GB115105662. The LTA's contact details are available [here](#).