

ICC MEN'S T20 WORLD CUP 2024
TICKET TERMS AND CONDITIONS

1. **Definitions.**

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

"Authorised Agent" means an official corporate hospitality agents or official travel agents appointed by or on behalf of IBC and which are legally and contractually entitled to sell Tickets as part of hospitality and travel packages respectively;

"Authorised Person" means collectively all Event management (being anybody acting on behalf of IBC or CWI) and all Venue management, and their respective staff, officials, representatives, officers and volunteers;

"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, IBC and/or the Event from time to time;

"Conditions" means these terms and conditions, 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 IBC or CWI from time to time

"CWI" means Cricket West Indies Inc., a company incorporated under the laws of the British Virgin Islands, with its administrative offices at Coolidge Cricket Ground, St. George, Antigua & Barbuda

"Event" means the ICC Men's T20 World Cup 2024;

"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 IBC and/or CWI;

"IBC" means ICC Business Corporation FZ LLC, a wholly owned subsidiary of the ICC incorporated to exploit the commercial rights to ICC events, being a company incorporated under the regulations of the Dubai Development Authority with its registered address at MC-BLD05-VD-G00-075, Ground Floor, Dubai Media City, United Arab Emirates, and having its administrative office at Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, PO Box 500070, Dubai, United Arab Emirates;

"ICC" means the International Cricket Council Limited, the international governing body for the sport of cricket;

"Match" means a cricket match forming part of the Event or any other cricket match played as part of the official warm-up phase of the Event, the particulars of which are indicated on the Ticket;

"Official Ticketing Agent" means Secutix, who have been appointed on behalf of CWI;

"Privacy Policy" means the privacy policy in respect of the personal data of Ticket Purchasers and Guests relating to their purchase of Tickets and which is located on the Website

"Prohibited Item" means any of the items listed as such in the applicable Venue Regulations;

"Ticket" means a ticket giving right of entry to a 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 IBC for the refund of a Ticket as published on the Website or otherwise made available to the Ticket Purchaser;

"Venue" means the entire premises of a ground or stadium where the 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 public order and safety conditions of admission to the Venue hosting the Match, including as the same may be amended, supplemented or replaced from time to time, copies of which are prominently displayed at each Venue

"Website" means <https://tickets.t20worldcup.com>

2. General.

- 2.1. These Conditions govern all Tickets issued for the Event and the subsequent admission to any Venue to attend any Match. All Tickets are issued by or on behalf of CWI. Each Ticket is and shall remain at all times the property of IBC.
- 2.2. The Conditions will be printed in abbreviated form on each Ticket. In the case of any conflict or ambiguity between the Conditions and the abbreviated form printed on a Ticket, the Conditions shall prevail.

3. Application of Conditions.

- 3.1. By making use of, or attempting to make use of, this Ticket, the Ticket Holder shall be deemed to have agreed to all of the Conditions to which this Ticket is subject. The Ticket Purchaser shall be deemed to have made any subsequent Ticket Holder expressly aware of the Conditions and is responsible for ensuring that any subsequent Ticket Holder complies fully with these Conditions.
- 3.2. The Ticket Holder must read these Conditions carefully. Each Ticket Holder shall be deemed to have accepted and agreed to comply with and be bound by the Conditions if they purchase, hold, use or attempt to use the Ticket or enter (or attempt to enter) the Venue. For the purposes of these Conditions, "making use of" the Ticket shall include accepting the Ticket from any person, possessing the Ticket, 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 or hospitality package.
- 3.3. In allowing the Ticket Holder entry to the Venue, IBC and CWI each rely 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.
- 3.4. Any Ticket offered for sale, sold, transferred, used or disposed of other than in accordance with these Conditions may be cancelled by IBC and/or CWI without notice 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 their possession at the request of an Authorised Person. Further, IBC and/or CWI may pursue any other legal remedies available to each of them in relation to the breach.



4. Ticket Purchase.

- 4.1. Except for the permitted transfer from the Ticket Purchaser to their Guest(s) as set out in paragraph 6 of these conditions, Tickets may only be purchased through the Official Ticketing Agent or the Authorised Agents or through any other sale or transfer mechanism authorised in writing by or on behalf of IBC. No Ticket sold by any individual, organisation or other third party who is not an Official Ticketing Agent or Authorised Agent shall be valid.
- 4.2. 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. IBC and CWI reserve the right not to replace or accept any Ticket that has been lost, stolen, forgotten, damaged or forged, or any Ticket which is unreadable or incomplete.
- 4.3. IBC and CWI reserve the right to limit the number of tickets that may be purchased by any person. Limits may be set at the time of purchase and IBC and CWI reserve the right to adjust any such limits from time to time in their sole discretion.
- 4.4. The Ticket will be valid until the Match has been completed or is reasonably deemed by IBC to have been completed. The Ticket may not be exchanged or used for any Match other than as indicated thereon. If any Match is cancelled or curtailed for any reason (including due to adverse weather conditions), there shall be no obligation on IBC to reschedule that Match or, except as otherwise expressly provided in the Ticket Refund Policy, to offer any refund or other compensation.

5. Venue Entry & Requirements.

- 5.1. Admission to the Venue will only be authorised upon presentation of a valid Ticket, in whole form and not defaced or damaged in any way. One Ticket shall be required for each person, except for children under two (2) years of age who do not occupy a seat of their own.
- 5.2. The Ticket Holder may be searched (including a search of the Ticket Holder's bags, clothes or other possessions) by or on behalf of IBC, CWI and/or any Authorised Person prior to entry into or at any time within the Venue for the purpose of monitoring and enforcing compliance with the Conditions (including locating and removing any Prohibited Items). Should the Ticket Holder refuse to be searched, the Ticket Holder may be refused admission to and/or ejected from the Venue without refund or compensation.
- 5.3. The right of admission is reserved at the reasonable discretion of CWI. Where admission is refused, or the Ticket Holder is evicted from the Venue and/or demarcated areas for a breach of these Conditions, a refund shall be paid only at the reasonable discretion of CWI. IBC, CWI and/or any Authorised Person reserve the right to refuse entry to any Ticket Holder who attempts to re-enter the Venue without having correctly scanned their Ticket upon leaving the Venue, or without having followed such other process for re-entry to the Venue as may be determined at the sole discretion of IBC, CWI and/or any Authorised Person.
- 5.4. A valid Ticket permits the Ticket Holder admission to the Venue and to view the Match to which it relates from the seat or area specified on the Ticket. IBC reserves the right at its reasonable discretion, and with reasonable notice where practicable, 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. In the event of a material alteration, the Ticket Holder may be entitled to a refund to be determined in accordance with the Ticket Refund Policy. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of any Match from the position provided, nor is any representation or warranty given as to the quality, content or duration of any Match. IBC and CWI do not guarantee protection from the

elements or weather from any seat (including any area(s) allocated for general admission) within the Venue and the Ticket Holder acknowledges and accepts that they are required to take appropriate care for their sun protection and hydration.

6. Restrictions on Transfers and Resale.

- 6.1. Tickets are non-transferable except as set out in these Conditions. A Ticket Purchaser may purchase Tickets only for their own personal use and/or that of their Guest(s). Each Ticket Purchaser must retain at least one (1) Ticket for their own personal use and may only transfer any remaining Ticket(s) to their 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 face value 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.
- 6.2. Notwithstanding paragraph 6.1 of these Conditions, it is an essential condition of the issue of each Ticket and the right of admission to the Venue that the Ticket must not be:
 - (a) offered publicly, 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 IBC.
- 6.3. Except for the permitted transfer from the Ticket Purchaser to their Guest(s) as set out in paragraph 6 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 IBC. 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.
- 6.4. If requested by or on behalf of IBC, CWI and/or any Authorised Person, the Ticket Purchaser must provide details (including the names) of their Guest(s) and IBC, CWI and/or any Authorised Person may require photographic 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 IBC, CWI and/or any Authorised Person, give a full explanation as to how, from whom (including full contact details) and from where their Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a satisfactory explanation, IBC, CWI 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.

7. Prohibited and Restricted Behaviour and Items.

- 7.1. IBC, CWI and/or any Authorised Person may refuse admission to, or eject from, the Venue at any time without refund any Ticket Holder who, in the reasonable opinion of IBC, CWI 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) has previously engaged in or is found to be engaged in behaviour which is detrimental to the integrity of cricket and/or which brings or has the potential to bring into disrepute the Event, the ICC and/or the sport of cricket;
 - (d) is the subject of a Venue and/or Event banning order and/or has been prohibited by any competent authority and/or sports governing body from entry to that Venue or a particular Match, any other sporting event or venue worldwide or cricket matches or sports events more generally;
 - (e) may unreasonably obstruct the viewing of other spectators;
 - (f) 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 themselves 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, match official, Authorised Person or other spectator) on the basis of their race, sex, gender, sexual orientation, age, religion, disability, culture, marital status, colour, descent, pregnancy/maternity status, nationality or ethnic origin;
 - (g) fails to comply with instructions from any Authorised Person, police, steward or other security officer;
 - (h) is noticeably under the influence of alcohol, illicit drugs or any behaviour-modifying substance;
 - (i) is suspected of committing, or having committed, or being likely to commit, a criminal offence in or about the Venue;
 - (j) 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;
 - (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; and/or
 - (iii) any stands or seats for which the Ticket Holder does not have a valid Ticket
 - (k) damages, interferes with or tampers with any property of any third party; and/or
 - (l) is in possession of any of the items listed as prohibited on the applicable Venue Regulations or any other items that IBC, CWI and/or any Authorised Person determine may in their opinion be a source of danger, nuisance or annoyance or which may otherwise give rise to concerns in relation to the safety and security arrangements for the Match.

- 7.2. Prohibited Items may be removed, confiscated and/or destroyed at the discretion of IBC, CWI 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. Police may be informed where searches reveal Prohibited Items the possession of which IBC, CWI and/or any Authorised Person believe may constitute a criminal offence.
- 7.3. The Ticket Holder shall not, without the prior written permission of IBC, engage in any promotional, advertising, commercial, marketing or other activity in or around the Venue which: (a) associates the Ticket Holder with the Event; or (b) exploits the publicity or goodwill of the Event; or (c) has the effect (in the reasonable opinion of IBC) 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; and shall not conduct any activity that conflicts with, impairs, infringes or denigrates the rights of Commercial Partners.
- 7.4. Except in each case with the prior written approval of IBC, 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.
- 7.5. The purchase, possession and consumption of alcohol is subject to the Venue Regulations and is permitted only in the bars or other authorised areas in the Venue during hours determined by Authorised Persons, who may close or restrict entry into any such bars or authorised areas at any time.
- 7.6. The Ticket Holder acknowledges that they are individually responsible for their own property brought to and into the Venue (including Prohibited Items) and that there is no storage available at the Venue for any such items. CWI shall not be liable for theft, loss or damage of any property of the Holder.
- 7.7. Should a Ticket Holder be refused entry to or ejected from the Venue pursuant to these Conditions, all further rights of entry or readmission to the Venue may be refused and IBC (or, at the direction of IBC, CWI) shall be entitled, at its discretion, to cancel any other Tickets held by the Ticket Holder for any Match and to deny entry to the Ticket Holder to any other Venue, in each case without obligation to compensate the Ticket Holder in respect thereof.

8. Betting Prohibition.

- 8.1. The Ticket Holder shall not, whilst in the Venue:
 - (a) conduct, carry out or cause to be conducted or carried out any form of betting or gambling whatsoever;
 - (b) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of any Match, including but not limited to ball-by-ball spread betting and/or the use of betting exchanges;
 - (c) use any electronic device to relay information on the progress, conduct or any other aspect of any Match for betting activities, unlicensed commercial activities or any other purposes in contravention of these Conditions, unless authorised or permitted to do so by IBC; or
 - (d) 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 any Match.
- 8.2. If suspected by an Authorised Person of acting or assisting another person or persons acting in breach of paragraph 8 of these Conditions, the Ticket Holder is deemed to have unconditionally accepted and

agreed that they will fully cooperate with any enquiries made by IBC, CWI, any Authorised Person and/or any relevant police and crime prevention authorities (including by providing the Ticket Holder's name and address, an explanation for the suspicious conduct, and being photographed and/or filmed by an Authorised Person), for the purposes of any criminal investigations or other legal proceedings and/or in connection with any investigation into a potential breach of these Conditions or the ICC Anti-Corruption Code.

9. Media & Recordings.

- 9.1. Mobile telephones and other mobile devices are permitted within the Venue, provided that they are for personal and private use only. Photographs and/or any other recordings of sound made or images taken within the 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 any Match or the Event (in each case in whole or in part) or assist any other person(s) in the conduct of any of such activities.
- 9.2. Each Ticket Holder attending the Match irrevocably and unconditionally:
- (a) consents without compensation to the recording of their 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 IBC, its Commercial Partners and any licensee or assignee of IBC of their 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 IBC 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 made or images taken within the Venue (including, without limitation, any such recordings made by the Ticket Holder in breach of paragraph 32 of these Conditions), including future rights to such recordings or to any works derived from such recordings;
 - (d) hereby consents, on an irrevocable, worldwide and perpetual basis, to IBC using, disclosing, reproducing, transmitting, exhibiting, communicating, renting, adapting or publishing anywhere in the world any recordings of sound made or images taken within the Venue (including, without limitation, any such recordings made by the Ticket Holder):
 - (i) in whatever form IBC thinks fit (including the making of any distortions, additions or alterations to that work or subject matter or any adaptation thereof, or to any part of that work or subject matter or of any such adaptation); and
 - (ii) without making any identification of the Ticket Holder in relation thereto; and
 - (iii) hereby unconditionally and irrevocably assigns to IBC all rights, including copyright and other intellectual property rights, in any recordings of sound made or images taken by the Ticket Holder within the Venue.

10. Waiver & Indemnity.

- 10.1. Each Ticket Holder admitted to the Venue acknowledges that their presence and/or movement in and around the Venue is at their own risk and that, to the maximum extent permitted by applicable local law, neither IBC nor the ICC nor CWI nor any of the Official Ticketing Agents nor any of the Authorised

Agents nor any Authorised Persons are liable for any loss, damage and/or harm, including (without limitation) bodily or mental harm, personal property damage or any loss, loss of profit, business or opportunity, indirect or consequential loss, special damages or any other loss and/or harm howsoever arising from any Match and/or the Event (including, without limitation, arising as a result of the cancellation, postponement or limitation, arising as a result of the cancellation, postponement or relocation of the same in each case) and/or occurring during their 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.

- 10.2. The Ticket Holder voluntarily assumes all risks, hazards and dangers incident to the Event and related events, including the risk of personal injury, the risk of exposure to communicable diseases, viruses, bacteria or illnesses or the causes thereof, sickness or lost, stolen or damaged property, whether occurring before, during or after the Event, however caused, and hereby waives all claims and potential claims relating to such risks, hazards and dangers. An inherent risk of exposure to COVID-19 or other airborne viruses exists in any public place where people are present. Where people are present, COVID-19 is an extremely contagious disease that can lead to severe illness and death. By entering the Venue, the Ticket Holder voluntarily assumes all risks related to exposure to COVID-19 or other airborne viruses.
- 10.3. Each Ticket Holder shall indemnify and hold IBC, the ICC, CWI, the Official Ticketing Agents, the Authorised Agents 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.

11. Miscellaneous.

- 11.1. 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.
- 11.2. 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, and shall not purport or attempt to create any Ticket-related intellectual property rights.
- 11.3. IBC reserves the right to make amendments to these Conditions from time to time at IBC's sole discretion and without notice (including, without limitation, 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 and, upon request, from IBC and/or CWI.
- 11.4. The Ticket Holder irrevocably and unconditionally consents to the collection, use and insertion into a database by or on behalf of IBC and/or CWI of personal information provided by the Ticket Purchaser and any other Ticket Holder in accordance with applicable local law for the purposes of implementation of these Conditions, including for administration, communication, enforcement and access control purposes. IBC and/or CWI may share such personal information with the ICC and other parties as set out in the Privacy Policy and as may be generally and reasonably required for the proper and efficient staging of the Event and to give effect to any of its rights in terms of these Conditions. The Privacy Policy details how IBC and CWI use and disclose personal information, how a Ticket Holder can access and/or correct his/her personal information and how a Ticket Holder can make a complaint about IBC's or CWI's use or disclosure of personal information.

- 11.5. 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.
- 11.6. No failure or delay by IBC (or by any third party which has rights under these Conditions) 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 IBC (or any third party which has rights under these Conditions) is prevented or delayed by matters beyond its reasonable control from performing any of its obligation(s) under these Conditions, IBC (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).
- 11.7. 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 CWI, any paragraph of these Conditions in which CWI is referred to (either explicitly or by implication);
 - (b) in the case of any Authorised Person, any paragraph of these Conditions which refers to an Authorised Person (either explicitly or by implication);
 - (c) in the case of the ICC, paragraphs 34, 35, 41, 42(c) and 43 of these Conditions;
 - (d) in the case of each of the Official Ticketing Agents, paragraphs 34, 35, 41, 42(d) and 43 of these Conditions;
 - (e) in the case of each of the Authorised Agents, paragraphs 34, 35, 41, 42(e) and 43 of these Conditions; and
 - (f) in the case of any Commercial Partner, paragraphs 33(b), 41, 42(f) and 43 of these Conditions.
- 11.8. Except to the extent required by applicable local law, 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) shall be governed by and interpreted in accordance with English law and 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 shall be submitted to the non-exclusive jurisdiction of the English courts. Notwithstanding the foregoing, IBC and CWI reserve 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.

Ticket Purchasing Policy (Matches in the USA)

Effective Date: January 30, 2024

This purchase policy ("**Purchase Policy**") and all tickets sold through this website (the "**Site**") are provided by T20 World Cup USA, Inc. ("**T20 USA**").

Tickets obtained from unauthorized sources may be lost, stolen or counterfeit, and if so, are void.

This Purchase Policy is designed to ensure your satisfaction and understanding of the purchase process on the Site. In the event of a conflict between this Purchase Policy and the Site's Terms of Use, the terms of this Purchase Policy shall govern, solely with respect to your purchase of tickets through the Site. If you have any questions about the information below, please [contact us](#). Each ticket that you purchase is a revocable license to attend a particular cricket match and is subject to these terms, any terms printed on the ticket-back and any of the other applicable terms relating to ticket purchase and use, including, without limitation, any applicable policies or other terms and conditions published by any applicable venue.

THIS PURCHASE POLICY INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE PURCHASE POLICY TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. IF YOU WANT TO OPT-OUT OF THIS MANDATORY ARBITRATION AGREEMENT, THE DISPUTE RESOLUTION/ARBITRATION PROVISION BELOW DESCRIBES THE PROCEDURES YOU MUST FOLLOW TO DO SO. THE DISPUTE RESOLUTION/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

T20 USA reserves the right, in its sole discretion, to change or otherwise revise the Purchase Policy at any time and for any reason.

Currency. All ticket prices for events that occur in the United States are stated in U.S. Dollars.

Payment Methods. Visa and MasterCard will be the only credit cards accepted for ticket purchases.

Pricing and Availability. Tickets will be sold online on the Site and at venue box offices. Tickets for popular matches may sell out quickly. Occasionally, additional tickets may be available prior to the event.

Order Confirmation. If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to check within your ICC T20 World Cup ticket account to see if the transaction has been completed. Customers should check their spam/junk folders. If you do not receive an Order Confirmation email and the tickets from your order do not appear in your account, the transaction has not completed and you will need to place another order. T20 USA will not be responsible for losses (monetary or otherwise) if you purchase additional tickets or take any other action because you assumed that an order was not placed because you failed to receive a confirmation notice.



Ticket Fees Facility Fees and Order Charges. Tickets purchased through the Site are inclusive of all facility and ticket fees but exclusive of sales tax. A purchaser may be able, in some instances, to purchase tickets directly from the venue box office.

Number of Tickets Per Customer or “Ticket Limits”. In an effort to give all interested customers an opportunity to purchase tickets to a match, T20 USA will limit the number of tickets one customer or household is allowed to purchase per match to a maximum of 6 (six) tickets per match per person. You will also be advised of the limits on tickets by a posting on the “buy” page for the match, or by a system limitation on the number of tickets you may purchase during your online session. You may not attempt to circumvent these limits by purchasing in multiple sessions and/or on multiple accounts. Tickets purchased for a match during multiple online sessions on the Site are totaled to ensure that any limitations are not exceeded. When customers exceed these limits, their orders may be cancelled.

Cancelled and Postponed Matches. Occasionally, matches are canceled or postponed. Should this occur, we will attempt to contact you to inform you of refund or exchange procedures for that match. For exact instructions on any canceled or postponed match, please check the applicable information online or [contact us](#).

If a match is canceled, and you purchased your ticket through the Site, we will automatically issue you a refund to the credit card that you used to purchase that ticket. If a ticket is purchased at the venue box office, then you may only be able to receive the refund by presenting the ticket yourself to the venue box office where it was purchased.

If the match was moved or rescheduled, we may set refund limitations such as a cutoff date prior to the match to request a refund. Please [contact us](#) for more information or to request a refund if you cannot attend the rescheduled match. Please make sure to include/provide your account number so we can expedite your refund if applicable.

Refunds and Exchanges. Before purchasing tickets, carefully review your match and seat selection. Our policies generally prohibit T20 USA from issuing exchanges or refunds after a ticket has been purchased with respect to lost, stolen, damaged or destroyed tickets. In addition, we may occasionally offer tickets at a discount after the original on sale date and will not refund the difference between the original price and the sale price.

To the extent a refund or exchange is available for any reason they will only be provided where tickets have been purchased through the Site or via the official T20 World Cup ticket exchange site. Absolutely no refunds or exchanges are available for tickets purchased through any secondary reselling sites (e.g. Stubhub, Viagogo, Seatwave) other than the official T20 World Cup ticket exchange site.

You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to tickets you purchased. Without limiting the generality of the foregoing, you will not dispute or otherwise seek a “chargeback” from the company whose credit card you used to purchase tickets from the Site. Should you do so, your tickets may be cancelled, and T20 USA may, in its sole discretion, refuse to honor pending and future ticket purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit all persons in whose name the credit card accounts exist and any person who accesses any associated online account or credit card or who otherwise breaches this provision from purchasing tickets through T20 USA.

If T20 USA issues you a refund for a ticket, T20 USA will issue a refund of the ticket's face value paid (or, if a discounted ticket, then instead the discounted ticket price paid), all ticket fees and any order charge. In no event will delivery charges or any other amounts be refunded. If a refund is issued, it will be issued using the same method of payment that was used to purchase the tickets. If a credit card was used to make the refunded purchase,



then only that actual credit card will receive the credit for the refund. T20 USA will not be liable for travel or any other expenses that you or anyone else incurs in connection with a cancelled or postponed match.

Billing Information Verification. Orders are subject to billing address, and other billing information verification. We may attempt to contact you to verify an order, using information provided at the time of purchase. If T20 USA suspects your account or order may be fraudulent, T20 USA may cancel your order and may sell your tickets to another customer without further notice.

Delivery Options. Three delivery methods may be offered, depending on factors that include the venue or country where the match is to be held, the country in which you live, how much time is left before the match starts, whether it is a holiday season and the nature of the demand for the match. Please carefully review the list of delivery methods offered during the purchase process and their requirements. Generally, some of the following delivery methods may be offered:

- Mobile – for matches that occur in the United States. For mobile entry tickets, your phone is your ticket.
- Print At Home - for matches that occur in the United States if the venue has installed and enabled equipment necessary to support this technology. Tickets will be emailed to you as a .pdf file. After you complete the checkout process you will receive a confirmation email as well as a second email containing your printable tickets. Please make sure to check your SPAM or BULK email box for your Print-at-Home tickets if they are not in your primary folder. Allow time for email delivery, if you do not receive your Print-at-Home tickets prior to the day of the match, please log back into your account and select Re-Issue Your Print-at-Home Tickets. Please [contact us](#) if you do not receive your initial PAH email or your Re-Issue attempt. If you reissue the barcodes on Print at Home Tickets, or request that customer service reissue them, then you are responsible for making sure the tickets with the new barcode are used. T20 USA will not be liable if entry is refused due to attempted use of voided tickets. If you cannot receive your re-issued tickets, you must contact customer service to have replacement tickets issued and held for Will Call pickup.
- Will Call - for matches that occur in the United States. Tickets will be available for pick up from the “will call” window of the venue box office on the day of the match, or in some cases earlier subject to availability, and may be subject to a collection fee charge.

Pricing and Other Errors. If the amount you pay for a ticket is incorrect regardless of whether because of an error in a price posted on the Site or otherwise communicated to you, or you are able to order a ticket before its scheduled on-sale or presale date or you are able to order a ticket that was not supposed to have been released for sale, then T20 USA reserves the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether because of human error or a transactional malfunction of the Site or any T20 USA- operated system.

Multiple Browser Windows. When ordering tickets online with T20 USA please ensure you are looking for tickets and placing an order using only one browser window. Looking up tickets using multiple browser windows could result in losing your tickets or timer expiration.

Limitation of Liability. Balls, bats, and other objects may fly into the spectator area during a match. Injury can occur. Stay alert at all times before, during and after play or performance. If struck, immediately ask an usher for directions to a medical station. You voluntarily assume all risks and danger incidental to the match for which the ticket is issued, whether occurring before, during or after the match, and you waive any claims for personal injury or death against T20 USA, the International Cricket Council Limited (“ICC”), the venue, venue management, and/or participants, each as applicable, and all of their respective parents, affiliates and subsidiaries and the agents,



officers, directors, owners and employees of each of them on behalf of yourself and any accompanying minor. **You bear all risks of inclement weather.** Match date and time are subject to change.

None of T20 USA, ICC, the venue, venue management, or the respective parents, affiliates and subsidiaries and the agents, officers, directors, owners and employees of each of the foregoing will be responsible for any losses or damages arising from your attendance at such matches, including claims for personal injury, or damage to personal property, or any other claims for negligence. You, on behalf of yourself and any accompanying minor, hereby release and forever discharge T20 USA, ICC, the venue, venue management and their respective parents, affiliates and subsidiaries and their respective agents, officers, directors, owners and employees from any liability or claims for damages that may arise as a result of your attendance at the events.

UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL T20 USA, ICC, AND/OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, CONTRACTORS AGENTS, AND/OR EMPLOYEES, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES AND LOST PROFITS ARISING OUT OF YOUR PURCHASE OF TICKETS THROUGH T20 USA AND/OR YOUR, USE, MISUSE, OR INABILITY TO USE THE SITE. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF T20 USA AND/OR ICC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE.

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, T20 USA's, and ICC's liability in such jurisdictions shall be limited to the extent permitted by law.

License; Ejection and Cancellation; No Redemption Value. You agree to comply with all applicable rules, policies, terms, and conditions posted by T20 USA and the venue hosting the match (“**Venue Rules**”). T20 USA, and the venue hosting the match each reserve the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language, or who fails to comply with Venue Rules. Breach of terms or rules will terminate your license to attend the match without refund. A ticket is a revocable license and admission may be refused. A ticket is not redeemable for cash.

Offensive Conduct. It shall be a breach of the terms and conditions of entry to the venue for any ticket-holder to engage 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 other person (including players, match officials or spectators) on the basis of their race, religion, culture, color, descent, nationality, ethnic origin, sex, gender, sexual orientation, disability, marital status and/or maternity status. Such action will not be tolerated and may result in ejection from the venue, the imposition of other sanctions, such as being banned from the venue in the future and possible further action including, without limitation, criminal prosecution.

Your Name and Likeness. You agree that the match for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the match occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the match. You grant permission to us, our partners, licensees and assigns, including but not limited to our brand and media partners, to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the match (regardless of whether before, during or after play or performance) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.



Media & Recordings. Photographs and/or any other recordings of sound made, or images taken within the venue may be used for personal, private, non-commercial and non-promotional purposes only. You shall not, except for personal, private non-commercial and non-promotional purposes make or use, broadcast, narrowcast, telecast, transmit, publish, disseminate, reproduce or circulate by any means (including, without limitation, through television, radio, satellite, the internet, any wireless service or any other current or future means or format or media), any broadcast, recording, audio, video, photograph, text, data, image, statistic, result, commentary, news report or any other information relating to any cricket match taking place in or around the venue, or the match itself (in each case in whole or in part) or assist any other person(s) in the conduct of any of such activities. You acknowledge and agree that T20 USA or its affiliate(s) 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 made or images taken within the venue (including, without limitation, any such recordings made by you in breach of this Purchase Policy), including future rights to such recordings or to any works derived from such recordings. You hereby consent, on an irrevocable, worldwide and perpetual basis, to T20 USA or its affiliate(s) using, disclosing, reproducing, transmitting, exhibiting, communicating, renting, adapting or publishing anywhere in the world any recordings of sound made or images taken within the venue (including, without limitation, any such recordings made by you): (i) in whatever form T20 USA or its affiliate(s) desires (including the making of any distortions, additions or alterations to that work or subject matter or any adaptation thereof, or to any part of that work or subject matter or of any such adaptation); and (ii) without identifying and/or crediting you in relation thereto; and (iii) you hereby unconditionally and irrevocably assigns to IBC all rights, including copyright and other intellectual property rights, in any recordings of sound made or images taken by you within the venue.

Prohibition on Betting and Related Activities. You shall not, while in attendance at the match, (i) conduct, carry out or cause to be conducted or carried out any form of betting or gambling whatsoever, (ii) use any electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of any cricket match taking place in or around the venue, including but not limited to ball-by-ball spread betting and/or the use of betting exchanges, (iii) use any electronic device to relay information on the progress, conduct or any other aspect of any cricket match taking place in or around the venue for betting purposes, unlicensed commercial activities or any other purposes in contravention of this Purchase Policy, unless authorized or permitted to do so by T20 USA or its affiliate(s); or (iv) 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 any cricket match taking place in or around the venue. If suspected of acting or assisting another person or persons acting in breach of this section, you are deemed to have unconditionally accepted and agreed that you will fully cooperate with any enquiries made by T20 USA, ICC, their respective affiliates, the venue, the venue manager, event security personnel, and/or any relevant law enforcement authorities (including by providing your name and address, an explanation for the suspicious conduct, and being photographed and/or filmed), for the purposes of any criminal investigations or other legal proceedings and/or in connection with any investigation into a potential breach of this Purchase Policy or the ICC Anti-Corruption Code.

You Are Subject to Search. You and your belongings may be searched on entry to the match. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain Venue Rules, certain items may not be brought into the premises, including without limitation: firearms, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.

Unlawful Re-Sale of Tickets; Commercial Purposes. Unlawful resale (or attempted unlawful resale) of tickets, including but not limited to counterfeit or copy of tickets, is grounds for seizure and cancellation without compensation. Certain maximum resale premiums and restrictions may apply in some states, and we cannot be responsible for providing legal advice regarding resale or pricing of tickets. You are responsible for complying with all applicable ticket resale laws. In addition, we reserve the right to restrict or deny ticket purchasing privileges to anyone that we determine to be, or to have been, in violation of our policies. Because we do not guarantee the



authenticity of tickets purchased from any non-authorized third-party reseller (such as brokers or individuals), we recommend that you purchase tickets directly through us or through authorized partners to ensure ticket authenticity. Tickets may not be used for advertising, promotions, contests, or sweepstakes, unless formal written authorization is given by us. In addition, you may not engage in any Ambush Marketing while attending a match. For the purposes of this Purchase Policy the term “**Ambush Marketing**” means any promotional, advertising, commercial or other activity by a person not authorized by T20 USA, ICC or their affiliate(s) which: (a) associates the person with the match; or (b) exploits the publicity or goodwill of the match; or (c) has the effect (in the reasonable opinion of T20 USA, ICC or their affiliates) 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. The term “**Commercial Partner**” means any official sponsor, official supplier, broadcaster, licensee and/or any other party which has been granted a commercial association with the T20 USA, ICC or their affiliates, and/or the applicable match, from time to time.

Disputes; Governing Law. For any problem or dispute that you may have with T20 USA, you acknowledge and agree that you will first give T20 USA an opportunity to resolve your problem or dispute. This includes you first sending a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and a proposed solution. You must send any Notice of Dispute by U.S. Mail to T20 USA at Copper Building, 1631 Mesa Avenue, Suite B, Colorado Springs, CO 80906, USA, Attn: CEO. You then agree to negotiate with T20 USA in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after T20 USA's receipt of your written description of it, you agree to the further dispute resolution provisions below.

Small Claims Court. You may litigate any dispute in small claims court in New York County, New York or in your own county of residence, if the dispute meets all the requirements to be heard in small claims court. You may litigate in small claims court whether or not you negotiated informally first.

Binding Arbitration. If you and T20 USA do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

IF APPLICABLE LAW DOES NOT ALLOW BINDING ARBITRATION TO APPLY TO YOU, THE ABOVE PROVISION WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Class Action Waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor T20 USA will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

IF APPLICABLE LAW DOES NOT ALLOW A WAIVER OF CLASS ACTION PROCEEDINGS TO APPLY TO YOU, THE ABOVE PROVISION WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Arbitration Procedures. Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. You agree to commence arbitration only in your county of residence or



in the State of New York. T20 USA agrees to commence arbitration only in your county of residence. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim. **Claims Or Disputes Must Be Filed Within One Year.** To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in small claims court, or in an arbitration proceeding. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute isn't filed within one year, it's permanently barred. **Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY T20 USA IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY EMAILING Tickets@T20WorldCup.com OR BY SENDING MAIL TO T20 USA, COPPER BUILDING, 1631 MESA AVENUE, SUITE B, COLORADO SPRINGS, CO 80906, USA, ATTN: ARBITRATION. YOUR WRITTEN NOTIFICATION TO T20 USA MUST INCLUDE YOUR NAME AND ADDRESS AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH T20 USA THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH T20 USA OR THE DELIVERY OF SERVICE(S) TO YOU BY T20 USA. IF YOU HAVE PREVIOUSLY NOTIFIED T20 USA OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

This Section survives expiration or termination of this Purchase Policy for any reason.

THIS PURCHASE POLICY AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in this Purchase Policy and/or in connection with the entering of any judgment on an arbitration award in connection with this Purchase Policy, you irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or New York County, New York. You agree not to raise the defense of forum non conveniens.