

# TERMS AND CONDITIONS

These Terms and Conditions form your agreement in relation to your FromTheBoxOffice stored value Gift Card that you have purchased or received. Please read these Terms and Conditions carefully before you use your card. If there is anything you do not understand or do not agree with, please contact customer services using the contact details at clause 12 of this agreement.

## 1. GENERAL

- 1.1. Your FromTheBoxOffice Gift Card ("Gift Card") is issued by Ingresso Group Limited located at Metro Building, 1 Butterwick, Hammersmith, London, W6 8DL company number 07477714 ("Ingresso", "we", "us", "our"). By purchasing a Gift Card you are contracting with Ingresso.
- 1.2. The Gift Card contains the monetary value which was paid, in advance, at the point of purchase. It is not a credit card, charge card, cheque guarantee card, or debit card and the balance on your Card will not earn any interest.
- 1.3. Your Gift Card is valid for twelve (12) months from the date of activation. You will not be able to use your Gift Card once it has expired or claim a refund of any unused funds.
- 1.4. Your Gift Card has no cash redemption value and cannot be exchanged for cash.
- 1.5. To purchase Gift Card(s) from us, you must be 18 or over and have a valid credit/debit card issued in your name.
- 1.6. The Gift Card cannot be combined with any gift certificates or other coupons without our prior written approval. Gift Cards may not be used in connection with any marketing, advertising or promotional activities without our prior written approval and may not be sold other than through our authorised channels. We reserve the right to limit quantities of Gift Cards purchased by any person or entity. We further reserve the right to cancel a Gift Card if we believe that the Gift Card was obtained through fraudulent or unauthorised means.

## 2. CONTRACT

- 2.1. Any purchase of a Gift Card from us is subject to:
  - 2.1.1. these Terms and Conditions; and
  - 2.1.2. any special Terms and Conditions which may be displayed on our website.
- 2.2. Your contract for purchase of a Gift Card starts once we have confirmed your purchase and expires upon either
  - 2.2.1. you spending all of the balance of the Gift Card; or
  - 2.2.2. your Gift Card expiring, whichever happens earlier
  - 2.2.3. all purchases are subject to payment card verification and other security checks
  - 2.2.4. your transaction may be cancelled if it has not passed our verification process.

### 3. CARD PURCHASE AND ACTIVATION

- 3.1. You can purchase a Gift Card from FromTheBoxOffice online.
- 3.2. It may take up to one (1) working day for a Gift Card to be activated and ready to use.

### 4. WHAT CAN YOU BUY WITH YOUR CARD?

- 4.1. The Gift Card may only be used for purchases online at [www.fromtheboxoffice.com](http://www.fromtheboxoffice.com). The Gift Card cannot be used to purchase another Gift Card.
- 4.2. Ingresso sells tickets and associated products and/or services on behalf of promoters, producers, teams, performers and venues. We refer to these parties who organise or provide the event and/or from whom we obtain tickets and/or associated products or services to sell to you as our "Event Partner".
- 4.3. We sell tickets allocated to us by Event Partners. The quantity and type of tickets allocated or made available for sale by us varies on an event by event basis. Ingresso does not control this inventory or its availability. Where Ingresso does not have an allocation of tickets for a particular type (e.g. accessible tickets) for an event or an allocation of any tickets whatsoever for a particular event, the Gift Card may not be used in relation to the relevant ticket type(s) or particular event(s).
- 4.4. A payment for Ingresso Products can be made partly using the Gift Card and partly by other accepted payment methods (for example, credit or debit cards). In respect of online purchases at [www.fromtheboxoffice.com](http://www.fromtheboxoffice.com), the full value of any unused funds remaining on the Gift Card must be exhausted before another payment method will be accepted in respect of the remaining value of the transaction.

### 5. CANCELLATION

- 5.1. Gift Cards cannot be exchanged or refunded after purchase.

### 6. CARD SECURITY

- 6.1. You should treat the Gift Card as if it were cash. If you lose your Gift Card you may lose any unused funds on it in just the same way as if you lost your wallet.
- 6.2. Your Gift Card number should be kept secret at all times and should not be disclosed to anyone.

### 7. RIGHT TO TERMINATE, CANCEL OR REFUSE A TRANSACTION

- 7.1. Ingresso may cancel your Gift Card, or refuse a transaction if we suspect the Gift Card is being used fraudulently, or in an unauthorised or illegal manner, or if we have reason to believe that you are in breach of these Terms and Conditions.
- 7.2. Ingresso can terminate the agreement between us and refund any unused funds to you at any time if we give you thirty (30) days' notice.

### 8. YOUR PERSONAL INFORMATION

- 8.1. Any personal information which you may from time to time provide in connection with your Gift Card shall be processed in accordance with Ingresso's [Privacy Policy](#).

## 9. LIMITATION OF LIABILITY

9.1. Ingresso will not accept liability for Gift Cards which are lost, stolen, destroyed or used without permission, unless Ingresso has caused this by its negligence.

9.2. Ingresso will not be liable for any loss, injury or damage to any person (including you) or property howsoever caused (including by us)

(a) in any circumstances where there is no breach of a legal duty of care owed by us;

(b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from our negligence);

(c) to the extent that any increase in any loss or damage results from breach by you of any of the terms of these Terms and Conditions or your negligence.

9.3. Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence, fraud or other type of liability which cannot by law be excluded or limited.

## 10. UPDATES TO THESE TERMS AND CONDITIONS

10.1. Ingresso may update these Terms and Conditions from time to time. We will notify you of any change to these Terms and Conditions as required by law. We will also post an updated copy on our website. Please check our website periodically for updates.

## 11. QUERIES AND COMPLAINTS

11.1. If you have any queries or complaints regarding your purchase, contact us, quoting your order number given to you in your confirmation email. Some complaints can take up to twenty-eight (28) days to resolve, but we will get back to you as soon as possible.

11.2. If any dispute arises, we shall use our reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to you and us.

11.3. Although this does not restrict your rights to pursue court proceedings, if we are unable to settle any dispute by negotiation within twenty-eight (28) days, you and we may attempt to settle it by mediation. To initiate mediation a party must give written notice to the other parties to the dispute requesting mediation. The mediation shall be conducted in accordance with the STAR Code of Practice and Dispute Resolution Procedure current at the date of the referral which sets out the procedures to be adopted, the process of selection of the mediator and the costs involved, and which terms are deemed incorporated into this agreement

STAR can be contacted at:

PO Box 708

St Leonard's Place

York

YO1 0GT

Telephone: 01904 234737 (or +44 1904 234737 if calling from outside the

UK)

Email: [info@star.org.uk](mailto:info@star.org.uk)

- 11.4. As an online trader, pursuant to European Union legislation, Ingresso also draws your attention to the European Commission's Online Dispute Resolution [platform](#), where you can access for further information about online dispute resolution.

## 12. MISCELLANEOUS

- 12.1. Any delay or failure to exercise any right or remedy under this agreement by Ingresso shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 12.2. This agreement does not create any right enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999 ("Act"), but does not affect any right or remedy that a third party has which exists or is available apart from that Act
- 12.3. All of these Terms and Conditions are governed by English Law and any disputes arising out of any transaction with Ingresso are subject to the exclusive jurisdiction of the English Courts.