

WEBSITE TERMS OF USE

1. INTRODUCTION

- 1.1 Thanks for visiting the website owned by Broadwick Venues Limited which operates and manages East Wintergarden, whether via our website or mobile application (we'll refer to them collectively as our "**Website** for short) brought to you by East Wintergarden (**we, us** or **our**).
- 1.2 These Website Terms of Use (the **Terms**), together with our **Privacy Policy and Cookies Statement** (the **Privacy and Cookies Policy**) sets out the terms that apply to your use of our Website and any content therein (or **Content**).
- 1.3 In these Terms, when we refer to **you** and **your** we mean you, the person using or visiting our Website.
- 1.4 If you are under the age of 18, please make sure that a parent or legal guardian (**Adult**) reads these Terms and explain any sections to you that you don't understand. You must have an Adult's permission to use the Website and unfortunately only an Adult can set up accounts with us and make purchases with us.

2. ABOUT US

- 2.1 We are Broadwick Venues Limited T/A East Wintergarden (company number 10884920) with our registered address at Acre House, 11/15 William Road, London NW1 3ER.
- 2.2 If you have any questions or would like to contact us about these Terms, please email us at hello@east-wintergarden.com.

3. BY USING OUR PLATFORM YOU ACCEPT THESE TERMS

By visiting our Website you agree to be bound by these Terms so please ensure that you read these Terms carefully. If you do not agree to all of these Terms, do not access or use the Website.

4. ACCESS TO AND USE OF THE WEBSITE

- 4.1 There is currently no charge for your use of the Website, although you will of course be charged for any tickets or other goods and/or services that you purchase through the Website. You acknowledge that we reserve the right to change that in the future and may for example charge for access to certain Content but we'll make that clear to you if we do.
- 4.2 You agree that we can make changes to the Website or Content that we want to and that we can stop making the Website or any Content on the Website available or limit access to it at any time. We do not have to tell you before we do this.
- 4.3 Anything that you may need to be able to access the Website, such as computers, mobile devices or internet access, is your responsibility and we don't have to provide any of this equipment for you. You are also responsible for ensuring that no person uses your equipment to access the Website without your permission. We will be entitled to assume that anyone who accesses the Website using your equipment has your permission to do so and you will be responsible for any charges, costs or liabilities that may be incurred by any such persons while using your equipment.
- 4.4 You must not attack the Website with any viruses or other things that might be harmful to the Website or any of our users. Any hackers or other trouble makers may be reported to law enforcement authorities.

5. NO RELIANCE ON INFORMATION OR CONTENT

- 5.1 The Content on our Website is for general information and entertainment only. With the exception of any User Content which we address in the **User Content and Standards** Section 9 below, we take care to ensure that the Content on our Website is accurate or complete but it is not intended to amount to advice on which you should rely and in many cases will be made up of views and opinions.
- 5.2 Some of the Content on our Website is written, supplied or provided to us by third parties (such as in circumstances where you upload your User Content to the Website) and where that it the case we are often unable to verify the accuracy of such information. You are advised to verify the accuracy of any information on our Website before relying on it.

6. THIRD PARTY LINKS AND LINKING TO OUR WEBSITE

- 6.1 As we've mentioned, our Website may contain content provided by third parties. In addition to User Content, this might include links to third party sites or applications, banner advertising or embedded resources provided by third parties not under our control. We hope that you'll be interested in these third party sites or applications, ads and content, but you acknowledge that they are independent from us, we have no control over them and do not endorse, accept responsibility or liability for their content, practices, terms and conditions, suitability or compliance with laws.
- 6.2 Links to third party sites or applications do not necessarily mean that we are or that our Website is affiliated or associated with such third party sites or applications. If you do decide to visit any other site or application or click on third party content, you do so at your own risk but should be aware that other third party sites or applications may have their own terms and conditions, which we suggest you read carefully before proceeding. We accept no responsibility or liability for any third party practices on third party sites or applications.
- 6.3 You may link to any part of our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not frame our Website on another site or application or establish a link in such a way as to suggest that we might be associated with another third party or site where we're not. You agree that we can withdraw linking permission to our Website at any time and we do not have to tell you about this before we do so.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 We are the owner or the licensee of all intellectual property rights in and to the Website and/or the Content, material, products or services available on it.
- 7.2 You may store, print individual pages and retrieve and display Content on a computer screen for your personal use but you must not use any Content from the Website for commercial purposes without our permission.
- 7.3 If you copy or use any part of the Website or Content in breach of the Terms, you will no longer have permission to use the Website and, in addition to any other rights we may have, we can require you to return or destroy any copies of the materials you have made.
- 7.4 If you wish to make use of any Content on our Website other than as set out above, please address your request to us at the email set out in the **About Us** section 2 above.

8. DATA PROTECTION AND PRIVACY

Any personal information that we collect from you as you browse and use the Website or interact with Content will be collected and used in accordance with our Privacy and Cookies Policy. To find out more about the data we collect from you and how we use it please refer to our Privacy and Cookies Policy.

9. USER CONTENT AND STANDARDS

- 9.1 We may now or in the future introduce interactive features and services to our Website that enable

you to communicate with us and/or other Website users, such as for example by means of review features, bulletins and/or chat rooms (**Interactive Services**).

9.2 When using our Website, any content or material that you upload to our Website (**User Content**) via our Interactive Services or via any other means made available on our Website (whether this be information, pictures, commentary, reviews or videos) must comply with the spirit and the letter of the following standards (**Content Standards**):

9.3 **User Content must:** be respectful; be accurate (where it states facts); be genuinely held (where it states opinions); be content that you own or have the right to upload; and, comply with applicable laws in the UK or any country from which it is posted;

User Content must not be:

- 9.3.1.1 defamatory, obscene, offensive, hateful or inflammatory or sexually explicit;
- 9.3.1.2 promoting of violence or discrimination of any sort;
- 9.3.1.3 infringing of any copyright, database right, trade mark or any other right of any other person;
- 9.3.1.4 likely to deceive any person;
- 9.3.1.5 uploaded in breach or any legal duty owed to any third party, such as a duty of confidentiality;
- 9.3.1.6 promoting of any illegal activity;
- 9.3.1.7 threatening, abusive or invasive of another person's privacy, or likely cause annoyance, inconvenience or needless anxiety;
- 9.3.1.8 likely to harass, upset, embarrass, alarm or annoy any other person;
- 9.3.1.9 impersonating any person or misrepresenting your identity or affiliation with any person; or
- 9.3.1.10 giving the impression that it emanates from us, if this is not the case.

9.4 You warrant that any User Content you upload to the Website complies with our Content Standards and agree to indemnify us for any breach of this promise. This means that you will be responsible for any and all loss or damage that we suffer as a result of your failure to comply with this promise.

9.5 You grant us and other users of the Website, a non-exclusive, royalty free, transferable, sub licensable, worldwide licence to use, store, copy, host and distribute via the Website any User Content that you upload to the Website.

9.6 You understand that we are not under an obligation to oversee, monitor or moderate User Content or the Interactive Services and that we are not liable to you for any losses or damages that may arise from use of our Interactive Services by you or any user in contravention of our Content Standards.

10. PROHIBITED USES OF OUR WEBSITE

10.1 You agree only to use the Website for lawful purposes and agree that you will not use our Website:

- 10.1.1 in any way that might breach any applicable laws, or regulations or might be fraudulent;
- 10.1.2 for the purpose of harming or attempting to harm any individuals (including minors) in any way;
- 10.1.3 to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards which we've outlined the User Content and Standards section 9 above;
- 10.1.4 to transmit, or procure the sending of, unsolicited advertising or marketing materials; nor
- 10.1.5 to knowingly or recklessly transmit data, send or upload any materials that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programmes or similar code designed to adversely affect the operation of any computer software or hardware.

10.2 You also agree not to access without permission, interfere with, damage or disrupt:

- 10.2.1 any part of our Website;

- 10.2.2 any equipment or network on which our Website is stored;
- 10.2.3 any software used in the provision of our Website; nor
- 10.2.4 any equipment or network or software owned or used by any third party.

11. SUSPENSION AND TERMINATION

In the event that you fail to comply with any of these Terms, we reserve the right to take any actions that we deem appropriate such as immediate, temporary or permanent withdrawal of your right to use the Website or removal of any User Content uploaded by you to our Website.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 In these Terms we do not exclude or limit our liability to you where it would be unlawful to do so. This includes any liability for death or personal injury arising from our negligence, fraud or fraudulent misrepresentation.
- 12.2 Subject to what we state in section 12.1 above, where it is permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website, Website availability and any Content and will not be liable to you for any loss or damage whether direct or indirect) arising under or in connection with:
 - 12.2.1 any Content on the Website;
 - 12.2.2 your use of, or inability to use, the Website;
 - 12.2.3 your use of or reliance on any Interactive Services and/or Content; or
 - 12.2.4 your downloading of any Content on our Website, on any website linked to our Website.
- 12.3 Please note that we only provide our Website and Content for domestic and private use. You agree not to use our Website or Content for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, loss or loss of business opportunity. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your internet-enabled device, software, data or other proprietary material due to your use of our Website or to your downloading of any Content on it.

13. GENERAL

- 13.1 If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.
- 13.2 If a court or regulator finds any part of these Terms illegal, invalid or otherwise unenforceable regulator, then, where required, that part shall be deleted from the Terms and the remaining parts of the Terms will continue to be enforceable.
- 13.3 These Terms and our Privacy and Cookies Policy set out the full extent of our obligations and liabilities concerning the Website and any products or services provided through it and replace any previous agreements and understandings between us and you.
- 13.4 These Terms and any non-contractual obligations arising out of them shall be governed by and construed in accordance with English law. To the extent that the law in which you are resident permits, you agree to submit to the non-exclusive jurisdiction of the English courts.

14. CHANGES TO THESE TERMS

We may make changes to these Terms from time to time. If we do this we will update the page where these Terms are available Your continued use of our Website will be subject to the new terms either from the date we notify you or on the date that we update them on our Website in case of immaterial changes.

These Website Terms and Conditions were last updated on 9th January 2023.