

**ATTENTION: THIS LEGAL NOTICE (TOGETHER WITH THE DOCUMENTS REFERRED TO ON IT) APPLIES TO THE ENTIRE CONTENTS OF THE WEBSITE UNDER THE DOMAIN NAME WWW.YOURPUBQUIZ.COM (INCLUDING PARTNER AND COBRANDED SITES) OPERATED BY YOUR PUB QUIZ LIMITED AND TO ANY CORRESPONDENCE BY E-MAIL BETWEEN US AND YOU. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE. USING THE WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE WEBSITE. THIS NOTICE IS ISSUED BY YOUR PUB QUIZ LIMITED.**

## 1. Introduction

- The Website is operated by Your Pub Quiz Limited (the "Company"). We are registered in England and Wales under company number 06862971 and have our registered office at 10 Shrubland Road, London, E8 4NN.
- You may access some areas of our website at [www.yourpubquiz.com](http://www.yourpubquiz.com) (the "Website") without registering your details with us. Certain areas of the Website are only open to you if you register.
- By accessing any part of the Website, you shall be deemed to have accepted these Terms and Conditions (the "Terms") in full and are bound by the entirety of this Agreement and by our GAME RULES, DISCLAIMER NOTICE and PRIVACY POLICY that are incorporated by reference into these Terms and Conditions.
- If there is any inconsistency between these Terms and any document incorporated by reference, these Terms will prevail.
- The establishment of an account and/or the participation in any trivia competition or tournament (the "Games") on the Website validates your acknowledgement of and agreement to be bound by these Terms. If you oppose the Terms, which include by incorporation GAME RULES, DISCLAIMER NOTICE AND PRIVACY POLICY, you may not access or otherwise use the Website or its services.
- You may access these Terms at any time by using the link on the bottom of each page / the Home page. The Company may revise the Terms at any time by updating this posting. You should check the Website from time to time to review the current Terms, because it is binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at the Website.
- If you do not accept these Terms in full, you must leave the Website immediately.

## 2. License

- You are permitted to print and download extracts from the Website for your own use on the following basis:
- Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation recordings, photographs and graphical images) are owned by the Company or its licensors. "Your Pub Quiz" is a registered trade mark of the Company
- For the purposes of these Terms, any use of extracts from the Website other than in accordance with clause 2.a for any purpose is prohibited. If you breach any of the Terms, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

- Subject to clause 2.a, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.
- Any rights not expressly granted in these Terms are reserved.

### 3. Service Access

- While the Company strives to ensure that the Website is normally available 24 hours a day, the Company shall not be liable if for any reason the Website is unavailable at any time or for any period.
- Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control. We will not be liable if for any reason the Website and any/or of our services are unavailable at any time or for any period.

### 4. Our Trivia Competitions and Tournaments

- Our trivia competitions and tournaments (the "Game(s)") include single and multiplayer game formats with live interaction and (optional) cash or sponsored prizes. All games require players to answer questions correctly in a limited period of time. Multiplayer games require a minimum of two players who compete synchronously. Other games allow players to compete asynchronously during a set period of time, with the high score determining the winner. Some games are configured for single player options which allow for players to answer questions correctly within a time limit in order to earn cash or sponsored prizes.
- All Games on our Website are, in fact, games of pure skill and there is no chance element to them. When participating in a Game with other members of our Website it is your skill and speed in playing the Games that is assessed against other members, and the winner will be the member who, through skill or judgment, generates the highest score in the relevant Game. You should familiarize yourself with our GAME RULES by reading the rules and instructions in the GAME RULES description before you play.
- You have the option to play free Games or Games for cash or sponsored prizes. Once registered as a member, you will proceed to a lobby after sign in and encounter other players. When two players arrive in the lobby, they may initiate a game, which additional members may then join, before it automatically starts. Each Game consists of a series of multiple choice answer format questions and a final ranking. Users have the ability to chat throughout the Game, and all chat messages are deleted at the end of the Game.
- Members may not use unfair methods to play the Games. Any technique which allows a member to use anything other than pure skill in the conduct of a Game is unfair for these purposes. Such techniques may include, but are not limited to, multiple accounts, the use of program codes or commands or any adapted hardware or software to assist play, the impersonation of another Member, or deliberately losing for the purpose of getting a competitive advantage. You must not do anything that may cause a disruption or malfunction of the Games.

- If you see anything relating to the Games which appear to infringe these terms or any other Terms, then please contact us to inform us of it by using the "Report Content" function, or by emailing us here.

### 5. Visitor Material and Conduct

- Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- These content standards apply to any and all material you upload to or post on the Website including the images and other content you upload as a result of creating or participating in a Game, your comments in forums and online discussions and the content you include in your personal profile and your communications with other users and your use of the Website.
- You are prohibited from posting or transmitting to or from the Website any material:
  - that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance, offence or inconvenience; or
  - that promotes sexually explicit material, violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; or
  - for which you have not obtained all necessary licences and/or approvals, or
  - which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
  - profane, obscene, lewd, slanderous, pornographic, abusive, violent, insulting, indecent, threatening and harassing language of any kind, including the use of **\*\*asterisks\*\*** to disguise such words; or
  - personal information (your name, phone number, home address, and password) with others on the Website who you do not know from contexts not related to the Company; or
  - copyrighted materials and/ or any form of advertising of other products and services not related to the Company; or
  - advanced fonts, java, tables, html, or other programming codes or commands; or;
  - which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- You may not misuse the Website (including, without limitation, by hacking).
- Information disclosed in forums / messages becomes property of the Company and is revealed to the public. The Company is not responsible for any information you choose to disclose to others.

- The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or location of anyone posting any material in breach of clause 5.a or clause 5.d. The Company reserves the right to ban users who violate these standards, or who in any way abuse the community purpose of the chat areas.
- The Company employs industry standard chat filter software to ensure a safe environment for users and brands, and manages user support and live moderation.

### 6. Links to and from Other Websites

- Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.
- If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:
  - a. you do not remove, distort or otherwise alter the size or appearance of the Company's name or logo;
  - b. you do not create a frame or any other browser or border environment around the Website;
  - c. you do not in any way imply that the Company is endorsing any products or services other than its own;
  - d. you do not misrepresent your relationship with the Company nor present any other false information about the Company;
  - e. you do not otherwise use any of the Company's trade marks displayed on the Website without express written permission from the Company;
  - f. you do not link from a website that is not owned by you; and
  - g. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- The Company expressly reserves the right to revoke the right granted in clause 6.a for breach of the Terms and to take any action it deems appropriate.
- You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of clause 6.
- If you wish to make any use of material on our Website other than that set out above, please address your request to [quizmaster@yourpubquiz.com](mailto:quizmaster@yourpubquiz.com).

### 7. Registration

- The terms provided in clauses 7.b to 7.m apply to all users registering with our Website. Additional requirements may arise if you participate in a prize competition or tournament, as set out in clauses 7.n to 7.o.
- Once you register with the Website, you will have the right to compete in games for cash prizes, track your gaming activity, upload and share media on your profile, and interact with the Your Pub Quiz community.
- Each registration is for a single user and a single account only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network. The Company reserves the right to enforce this limitation by requesting a system wide exclusive email address and/or credit card number. If it is discovered that any user has circumvented this limitation the Company has the right to terminate multiple accounts at any time in order to bring the user into compliance with this limitation.
- If you register with us, you must provide true and accurate information about yourself including your age, full name and surname, place of residence and a valid email address. You represent and warrant that all registration and account information you supply to the Company is complete and accurate and (through timely updates) kept up to date. You are responsible for maintaining the accuracy of this information. Should the registration information provided prove false or misleading, we may suspend or terminate your account.
- You will not allow anyone else to use your login details or give them to anyone else. If you do, you accept full responsibility for the consequences of this and agree to fully indemnify and hold us harmless from any damage or harm that may result.
- Responsibility for the security of any passwords issued rests with you. If you choose a password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any account or password if, in our reasonable opinion, your account information has been compromised. You must tell us immediately if you suspect any unauthorised use of your account or access to your password. You are solely responsible for any and all use of your account.
- If you enter a Game, the game in question will be made immediately available for your use. As a result you will not have the right to cancel any of the Terms or the terms of engagement contained in the GAME RULES.
- Our employees, investors and subsidiary companies are allowed to take part in Games for the purpose of testing the user experience, but may not withdraw money or prizes for themselves.
- You explicitly confirm that:
  - you will not use the Website while you are located in a country or jurisdiction that does not allow you to play the Games (if you are not sure, you should check before you play any of the Games);

- you are not a licensed bookmaker or a bookmaker's agent, employee of ours or any associated company of ours and that you do not conduct a business of negotiating or receiving bets;
  - you are not depositing money that does not belong to you, which has been gained from criminal or other illegal activity or with a credit, debit or charge card that does not belong to you;
  - you are not bankrupt;
  - you will not use the Website for any purpose that is unlawful or prohibited by the Terms; and
  - It is your responsibility to ensure that national, state or other laws to which you are subject to do not adversely affect your right to participate in or play in any of the Games.
- You will not allow anyone else to use your login details or give them to anyone else. If you do, you accept full responsibility for the consequences of this and agree to fully indemnify and hold us harmless from any damage or harm that may result.
  - Please read the GAME RULES before entering any Game. It is your responsibility to read the GAME RULES and to understand and abide by any additional restrictions and obligations.
  - The Company requires users to the Website and any of its free services to be 13 years or older. The Company does not consider the Website or any of the free services to be for individuals under 13 years of age. By using this Website you confirm that you are 13 years of age or older. Your parents must complete your registration and supervise your use. If we believe that you are under 13 and have registered with us, we will terminate your account. If you are under 13 years of age please do not access the Website.
  - You agree that if your computer/web device and or internet connection accesses our Website that you will not allow children under 13 years old to access our Website and that if you do allow children under 13 years old to access the Website or its free services with your computer/web device and or internet connection that you will assume full liability for any consequences and that NEITHER THE COMPANY, ANY THIRD PARTY CONTENT PROVIDER NOR THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE BY USERS UNDER 13 YEARS OF AGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  - Eligibility to participate in prize competitions and tournaments:
    - You are not permitted to participate in any prize Games on the Website, unless you are sixteen (16) years of age or older, and you have permission from the bill payer to make a cash deposit on our Website; or you are eighteen (18) years of age or older and have the legal capacity to contract with us.
    - If you are asked for and provide details of a credit, debit or charge card, you must ensure that (1) you are fully entitled to use that card, and (2) it has available funds sufficient to cover the charges that are deducted from it.
    - It is your responsibility to ensure that national, state or other laws to which you are subject to do not adversely affect your right to participate in or play the prize competitions or tournaments.
    - You will not have the right to cancel the terms of engagement contained in these Terms or to any refund of monies you pay once you have started to participate

in the Game and the applicability and enforceability of these Terms shall not be affected by any "cooling-off" period once you have taken part in a Game.

- Additional Requirements for players under the age of 18 who wish to participate in prize competitions and tournaments
- By registering and establishing an account with us you expressly confirm that you are at least sixteen (16) years of age or older, and you have permission from the bill payer to make a cash deposit on our Website.
- The Company reserves the right to restrict access to some prize Games to registered players who are at least 18 years of age and possess the legal authority to enter into an agreement and to use the Website's prize Games in accordance with the Company's Terms, GAME RULES and PRIVACY POLICY.

### 8. Accounts

- In cash or sponsored prize Games, you are prompted to sign up and make a cash deposit payable via one of our payment partners. You have the option to deposit the exact amount of the entry fee or additional funds for frequent playing of Games. The entry fees contribute to cash prizes for the winners of cash Games
- You may open only one Account, and it must be funded by you. We reserve the right to assess compliance with this requirement by checking for unique email addresses, real world addresses, credit card number and/or any other payment forms used to establish an Account.
- If you have breached this requirement, we reserve the right to close the relevant account and consolidate all or part of the funds in any additional accounts into the original, legitimate Account. The maximum amount transferred, if any, will not exceed the total amount of deposits, less any withdrawal requests that have been paid on the additional Accounts. All winnings will be forfeited. The Company reserves the right to deduct its reasonable transactions costs.
- Continued breach may, at our discretion, result in the termination of all the relevant Accounts and banning from all the Games and the Website. We reserve the right to terminate all affected Accounts if we conclude, acting reasonably, that more than one of such Accounts is being operated by, or is under the control of, a single person.
- By registering for an account and/or participating in any Game offered on the Website, you consent to allow the Company admittance to your account information to inspect the accuracy of the personal information provided, as well as complaints or other allegations of abuse.
- We will not be liable to you for any loss that you may incur as a result of an unauthorised person accessing your Account and we accept no liability resulting from its unauthorised use, whether fraudulent or otherwise. As is usual, it is for you to ensure that your Accounts Password is kept completely secret.
- By opening an Account, you agree to allow us access to your Account to investigate complaints and/or other allegations of abuse.
- At the termination of an Account, a sum equal to the remaining amount of funds that may be withdrawn in the Account will be returned to you. Deposits of funds made in the Account, less any withdrawals that have been made on the Account, will be credited by

means of a credit to the account that your most recent deposit originated. In some cases you may receive winnings from the Games in the form of a cheque by post.

- Where we have a serious and reasonable suspicion of fraudulent activity on an Account, we reserve the right to withhold the payment of funds to you until the end of the charge-back period which applies to the payment method used to pay in the relevant funds.
- Cash prizes will be deposited directly into a winning member's account and may be withdrawn at any time. Withdrawal process is handled by our payment partners, and may take up to two weeks from the date the request was made.
- All deposits that you make with us from time to time shall be kept separate and distinct from the funds of ours and shall be managed and administered by any one of our companies or third party payment processors.
- If no transaction has been recorded on your Account for thirty months, we will remit the balance in your Account to you. If we are unable to locate you we reserve the right to donate such funds to a registered charity of our choice.
- Any monies associated with closed accounts, including closure of accounts for non-compliance with the Terms or CAME RULES, are subject for forfeiture.
- The Company reserves the right to cease your account or decline or limit your participation in any Game for any reason, including, but not limited to harassment of other participants, posting of objectionable material, creating numerous accounts, game fraud, or any breach of the Terms, CAME RULES and Privacy Policy between you and the Company, and any breach of the security of your account or the Company.

### 9. Fees and Refunds

- We may add new or ancillary services from time to time which require the payment of fees either to us or a nominated third party on terms which will be provided to you at the time.
- Refunds:
  - The Company provides streamed content over the internet, and occasionally a connection is interrupted. In cases where a Client has paid to access a broadcast but is prevented from concluding the show as a result of an error, Your Pub Quiz will investigate the possibility of a refund on a case-by-case basis. Please also see clause 14 of these Terms below on further details about our Refund policy
  - If your Connection has been interrupted by an error, you can apply for a refund by sending an email to [quizmaster@yourpubquiz.com](mailto:quizmaster@yourpubquiz.com) with the information below (Please note that connection errors as a result of a problem on the user's side will not be considered for a refund.)
    - Your username
    - A contact email address
    - A detailed description of what happened when your game stopped working
    - The approximate time of the game error
    - The approximate duration of the interruption

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- Refunds will only be considered if an application is made within 24 hours of the incident. For a faster response please use the subject line "Refund Request". Refund requests may take up to 14 days to process.

### 10. Unallocated Members Funds

- From time to time, we will hold funds which are not allocated to members. This may occur for a number of reasons including where a member's subscription or winnings have been forfeited, or if we are unable to attribute funds to an Account because it has already been closed by a member or because it has been closed down by The Company further to Clause 11 (below). We may use these funds for a variety of purposes including donations to registered charities, developing and improving the Website and Games, or anything else that we believe appropriate.

### 11. Suspension and Termination

- Failure to comply with any of the Terms, the GAME RULES and the Privacy Policy constitutes a material breach of the Terms upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:
  - immediate, temporary or permanent withdrawal of your right to use our Website;
  - immediate, temporary or permanent removal of any posting or material uploaded by you to our Sites;
  - disqualification from any Game and your right to claim any prize;
  - issue of a warning to you;
  - legal action against you including proceedings for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  - disclosure of such information to law enforcement authorities or third party complainants as we reasonably feel is necessary or required;
  - disclosure of your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, right to privacy or other legal rights.
  - The responses described in this clause are not limited, and we may take any other action we reasonably deem appropriate.

### 12. Legality

- We may monitor the location from which you appear to access the Games and, may use techniques which are intended to block access from any location in which participation in the Games may be illegal or restricted as we may determine in our sole and absolute discretion from time to time. Accordingly, we may require a member receiving any prize to provide proof that he or she is eligible to participate and if we determine in our sole and absolute discretion that you are not eligible, we may refuse to award the prize.
- You must comply with the laws which apply to you in the location you access the Games from. If any laws applicable to you restrict or prohibit your participation in the Games, then you must comply with those legal restrictions.
- Prohibited US states – Prize Games. If you live in the following states you are not eligible to play cash Games:
  - Alaska

- Arizona
- Arkansas
- Connecticut
- Delaware
- Florida
- Illinois
- Iowa
- Louisiana
- Maryland
- Missouri
- Montana
- South Carolina
- South Dakota
- Tennessee
- Vermont

### 13. Disclaimer

- While the Company strives to ensure that the information on the Website is correct, the Company does not warrant the accuracy and completeness of the material on the Website. The Company may make changes to the material on the Website, or to the products, services, prizes and fees described in it, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.
- The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for the Terms, might have effect in relation to the Website.
- The Company does not warrant or guarantee that any portion of the Website or the Games will be free of infection by viruses, worms, Trojan horses or anything else manifesting, contaminating or destructive properties; or that access to the Website or Games will be uninterrupted or error-free. No person affiliated, or claiming affiliation, with the Company has the authority to extend such warranties.
- The Company is doing its best to ensure that all the questions and answers in its Games are correct to the best of its knowledge, but the Company does not take responsibility and has no obligation to all the questions and answers being correct.
- We do not claim that the information on any specific subject contained on our Website is accurate, comprehensive, verified, complete or error free. Commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability (whether arising in contract, tort or otherwise) and responsibility arising from any reliance placed by any user on materials and information available through our Website.

### 14. Limitations of Liability

- Your use of the Website is entirely at your sole risk. The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption (including but not limited to lost profits or lost savings), and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.
- Your sole and exclusive remedy for any breach of this agreement by the Company shall be a refund of any fees you paid for subscription.
- Nothing in the Terms shall exclude or limit the Company's liability for:
  - death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
  - fraud; or
  - misrepresentation as to a fundamental matter; or
  - any liability which cannot be excluded or limited under applicable law.
- If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.
- In case of a malfunction or disconnection for which the Company is responsible which prevents you from completing a Game which you have begun to broadcast, the Company will refund the entry fee charged for that unfinished Game only. The Company reserves the right to determine, in its sole discretion, whether it is responsible for any such malfunction or disruption. The Company also reserves the right to limit your play or terminate your account should the Company determine, in its sole discretion, that you have intentionally caused such malfunction or disruption. The Company is not liable for any subscription from any unfinished Game.
- Internet:
  - If for any reason the Internet portion of the Games are not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Company which corrupt or affect the administration, security, fairness, integrity, or proper conduct of these Games, the Company reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or postpone the contest.
  - The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line malfunction, theft or destruction or unauthorised access to, or alteration of, entries or transactions. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line

systems, servers, or service providers, audio hardware, computer hardware, software, failure of any subscription or transaction to be received on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer or audio hardware related to or resulting from participation, downloading or streaming any materials from this website.

- The Company assumes no liability for any losses related to the above outlined failures or caused by any disconnection from the Games. The majority of internet connections suit the Website's requirements. However, in some cases, an internet connection may not comply with Game requirements, resulting in unwanted waiting time for all contestants participating in the Game. Therefore, it is agreed that if an internet connection should interfere with game flow, the contestant using this connection will be automatically disqualified.
- You agree that the Company is not liable for any loss caused by any unauthorised use of your credit card or any other method of payment by a third party that has a connection with the Company. Any attempt to defraud the Company through the use of credit cards or other methods of payment, regardless of the outcome, or any failure by you to honour legitimate charges or requests for payment will result in instant termination of your account, and forfeiture of any funds you may have deposited to which you are otherwise entitled.
- The Company may display and make accessible promotions, advertisements, and offers provided by third parties ("Third Party Promotions"). You understand and agree that the Company shall not be responsible and shall have no liability for any Third Party Promotion, and that you participate in or choose to click on a Third Party Promotion solely at your own risk. You agree that your sole remedy in connection with any Third Party Promotion will be with the third party offering the Third Party Promotion and that you shall have no remedy against the Company arising from your participation in, or inability to participate in, any Third Party Promotion.
- The Company is not responsible for user-generated content on the Website.
- You agree to indemnify us and hold us and our associated companies' affiliates, officers, directors, agents and employees harmless from any liabilities, claims, losses or demands made by any third party arising out of your breach of these Terms including documents incorporated by reference into these Terms or out of your violation of any law or the rights of a third party.
- You acknowledge that the Company and its subsidiaries will hold information with respect to your identity, including but not limited to your name, address and payment details. You agree that we rely on this information in entering into these Terms with you and that you agree to hold us harmless against any falsehood or inaccuracy contained in the information you provide us.

### 15. Severability

- In the event that any provision of these Terms is deemed by any competent authority to be unenforceable or invalid, the relevant provision shall be modified to allow it to be enforced in line with the intention of the original text to the fullest extent permitted by applicable law. The validity and enforceability of the remaining provisions of these Terms shall not be affected.

### **16. Dispute resolution**

- In the event of a dispute arising between The Company and you, our customer service staff will attempt to reach an agreed resolution.
- Should our customer staff not be able to reach an agreement with you, our senior management and/or Board of Directors may intervene to resolve any outstanding grievance.
- You agree to follow and exhaust any grievance/ dispute policy the Company may put in place from time to time.

### **17. Governing Law Jurisdiction**

- The Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with the Terms shall be subject to the exclusive jurisdiction of the English courts.